



ACTION AGAINST HUNGER
Afghanistan Mission
FD-KBL-00476

Kabul, 04 December 2024

Our reference: FD-KBL-00476

SUBJECT: INVITATION TO TENDER FOR Framework Agreement for Wheat Seeds – Afghanistan mission.

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

ACTION AGAINST HUNGER must receive any request for clarification in writing by 24th December 2024. ACTION AGAINST HUNGER will reply to bidders' questions at least 2 days before the deadline for submission of tenders.

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

We look forward to receiving your bid at the address specified in the Instructions to Bidders on or before 05th January 2025 at 3:00 PM as stated in the procurement notice.

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

Yours sincerely,

Logistics- deputy head of Department
Action Against Hunger
E-mail: tender@af-actionagainsthunger.org

Call for Tender for Framework Agreement Wheat Seeds

**Publication reference:
FD-KBL-00476**

04th December 2024

TABLE OF CONTENTS

A - INSTRUCTIONS TO BIDDERS	4
1. Preamble	4
2. Purpose of the Call for Tenders.....	4
3. Call for Tenders Schedule:.....	6
4. Questions and Clarifications.....	6
5. Clarification meeting / site visit.....	6
6. Eligibility.....	7
7. Instructions to submit an Offer.....	7
8. Call for Tender Process.....	8
9. Period of validity	9
10. Currency of tenders.....	9
11. Language of offers and procedure	9
12. Alteration or withdrawal of tenders	9
13. Costs of preparing tenders	9
14. Opening, evaluation of tenders and selection criteria	9
15. Notification award and agreement signature	10
16. Ownership of tenders.....	11
17. Agreement.....	11
18. Cancellation of the tender procedure	11
19. Ethics.....	12
25. Documents.....	14
26. Delivery	14
27. Payment procedure.....	17
Appendix A : Supplier Questionnaire	19
Appendix B:.....	21
Detailed Pricing Matrix.....	21
Appendix C – Seeds SPECIFICATIONS	23
Appendix E:	25
ACTION AGAINST HUNGER’s GOOD BUSINESS REGULATIONS	25
Appendix :F.....	29
TERM AND CONDITIONS OF PURCHASE.....	29

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. The bidders have to sign & stamp the ACF tender document to ensure commitment to all the regulations/annexes provided in this tender document; otherwise, their bid will not be valid for further evaluation.

1. Preamble

ACTION AGAINST HUNGER is a non-governmental organisation. Private, non-political, non-denominational and non-profit-making, it was set up in France in 1979 to intervene in countries throughout the world. ACTION AGAINST HUNGER's vocation is to save lives by combating hunger, disease, and those crises threatening the lives of helpless men, women and children.

ACTION AGAINST HUNGER intervenes in the following situations:

- In natural or man-made crises which threaten food security or result in famine,
- In situations of social / economic breakdown, linked to internal or external circumstances which place particular groups of people in an extremely vulnerable position,
- In situations where survival depends on humanitarian aid.

Action against Hunger is supporting the Afghan population since 1979 and directly intervening in Afghanistan since 1995. ACF in Afghanistan provides lifesaving primary health care, with a focus on Integrated Management of Acute Malnutrition (IMAM) services, which is aimed at the reduction of mortality and morbidity among under-five year's old children and pregnant and lactating women (PLW).

With its main office in Kabul used as coordination and operational base, ACF teams are currently implementing projects in Kabul, Daykundi through its Nili's office (with a presence since 1999), in Ghor through one office and one sub-office (with a presence since 2002), in Helmand through one office and two fixed health centers (with a presence since 2014) and more recently in Badakhshan with the beginning of activities in June 2021 through different funding's.

2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the supply of Wheat Seeds in the frame of Action Against Hunger humanitarian operations coordination activities in Afghanistan.

The purpose of this call for tenders is to sign a **framework Agreement** for the supply of **wheat seeds**. The duration of the agreement is **two years**.

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

Tender Reference: FD-KBL-00476

Total quantities mentioned in this Call for Tenders are estimates of ACTION AGAINST HUNGER's needs and can't be considered as a firm commitment from ACTION AGAINST HUNGER.

Each delivery will be triggered off by the provisions of the agreement and/or communication by ACTION AGAINST HUNGER and will be submitted to the same conditions listed in the chapters below.

Required goods technical descriptions are detailed in in the below table,

Lot No	Provinces/Districts	Specification	Variety	Certification
Lot:1	Ghor (Tulak and Shahrak or any other district): The delivery should be within target district communities/villages (to be determined later) but with distances no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Darul Aman; Gul 96; Chunt 01 (facultative); Maqawam 09 (facultative); Kabul 013 (facultative); Sulh 02 (facultative); Dorokshan (facultative); PBW; Lalmi 1, 2 & 3;	Ministry of Agriculture, Irrigation and Livestock (MAIL)
Lot:2	Badakhshan (Shuhada, Warduj, Faizabad, Zebak and Ishkashim or any other district): The delivery should be within target district communities/villages (to be determined later) but with distances no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Chunt 01; Kabul 013; Lalmi 1, 3, & 4; Kabul 01	Ministry of Agriculture, Irrigation and Livestock (MAIL)
Lot:3	Helmand (Nad-e-Ali, Baghran, and Nawzad and any other district): The delivery should be within target district communities/villages (to be determined later) but with distances no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Kabul 013; Garamseer 018; Solha 02; Chunt 01; Darul Aman 07; Lalmi 2, 3 and 4	Ministry of Agriculture, Irrigation and Livestock (MAIL)

Each batch shall have a separate Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) certification and analysis report. All bags shall have original certification from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL). Additionally, before dispatching the wheat seeds from the supplier's warehouse, the supplier shall request a technical representative from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) to again evaluate the wheat seeds at the source. The supplier is then to obtain a confirmation letter of the technical evaluation from the MAIL representative and provide it to ACF.

3. Call for Tenders Schedule:

Particulars	DATE	TIME*
Deadline for request for any clarifications from ACTION AGAINST HUNGER	24 th December 2024	3:00 PM
Last date on which clarifications are issued by ACTION AGAINST HUNGER	29 th December 2024	3:00 PM
Deadline for submission of tenders (receiving date). Tenders received after the date and time would not be considered.	05 th January 2025	3:00 PM
Tender opening session by ACTION AGAINST HUNGER	06 th January 2025	09:00AM
Notification of award to the successful tenderer	30 th January 2025	3:00 PM
Signature of the agreement	06 th February 2025	3:00 PM

* All times are in the local time of Afghanistan.

Please note all dates are provisional dates and ACTION AGAINST HUNGER reserves the right to modify this schedule.

Please note ACTION AGAINST HUNGER reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter 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 by email, specifying the publication reference and the Tender title:

E-mail : tender@af-actionagainsthunger.org

Cell Number : 0799182227

To: Logistics – Deputy Head of Department

Any prospective tenderer seeking to arrange individual meetings with ACTION AGAINST HUNGER during the tender period may be excluded from the tender procedure.

5. Clarification meeting / site visit

Action Against Hunger reserves the right to perform supplier site visits to access the bidders' ability to do deliver the required services.

6. Eligibility

Participation in tendering is open on equal terms to all natural and legal persons or companies having registered offices, registration with Afghanistan Government and valid tax registration.

Moreover, to comply with some of ACTION AGAINST HUNGER's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

Suppliers should have knowledge of the Afghanistan context as well as certification for seed supply from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) and a proven track record of wheat seed supply to Afghanistan Food Security and Agriculture Cluster (FSAC) partners (evidenced with completion certificates).

7. Instructions to submit an Offer

7.1 – Response Format

This tender submission shall be titled:

Procurement and Supply of Wheat Seeds in different provinces of Afghanistan

Reference: FD-KBL-00476

Submissions will be received in hard copy sealed envelopes only no later than 05th January 2025 at 3 pm to Action Against Hunger Office below.

- **Offers should consist of three (3) sealed envelopes: Envelope 1 for the administrative and technical contents, Envelope 2 for the financial offer and Envelope 3 for enclosing all the other three envelopes.**
- **Tenderer should submit sample of Wheat seeds along with offer**

Action Against Hunger Office Address.

Base	Address
Kabul	Logistics Department House #11, Between Street 1st and 2nd Qalai Fathullah, Kabul Contact Number: +93799 18 22 27 Email: tender@af-actionagainsthunger.org

Offers must be received by ACTION AGAINST HUNGER no later than the **05th January 2025 at 3 pm**

NB: Late proposals will not be accepted, and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date

7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The followings are mandatory to be included into the proposal:

- 1) The “**Tender Dossier**” duly completed and signed/stamp - **MANDATORY**

- 2) **“Supplier Questionnaire” (Appendix A)** Duly completed and signed/stamp. This questionnaire should be completed with all required information (Attach any document/proof which support the information provided in the questionnaire) – **MANDATORY**
- 3) Financial offer or pricing matrix (**Appendix B**) or detailed Price offer with explanatory notes if necessary, Note that only budgets in Afghanistan Currency will be accepted. – **MANDATORY**
- 4) **“The Declaration of compliance and commitment to respect ACTION AGAINST HUNGER Good Business Regulations” (Appendix E)** filled and signed by the duly authorised person. - **MANDATORY**
- 5) **ACTION AGAINST HUNGER Terms and Conditions** of Purchase (**Appendix F**)(signed and approved by supplier) – **MANDATORY**
- 6) Registration/business Licence from Afghanistan Ministry of Industries and Commerce - - **MANDATORY**
- 7) The License of Cultivation and Production of Seeds from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL).- **MANDATORY**
- 8) Sample of Wheat seeds- – **MANDATORY**
- 9) To provide evidence/proof of previous experience of supplying wheat seeds to Afghanistan : **MANDATORY.**
- 10) A **Financial Identification Form (FIF or bank account details)** from the bank in the name of the company.

The Tenderer may include following additional documents in order to support the offer:

- 1) If applicable, a letter specifying differences between the Supplier Sales conditions and ACTION AGAINST HUNGER General Purchase Conditions.
- 2) Quality management policy.
- 3) Environmental policy.
- 4) Waste management policy.
- 5) National or international quality certification.
- 6) Proof of work/supply for international/national NGO
- 7) Tax registration certificate
- 8) Tax clearance certificate

Failure to provide all mandatory documents may result in disqualification of the Tenderer’s proposal.

8. Call for Tender Process

ACTION AGAINST HUNGER reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. ACTION AGAINST

HUNGER does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

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

9. Period of validity

Suppliers shall be bound by their tenders for a period of ninety (90) days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the agreement signed with the selected supplier will be valid for (1) one year after agreement signature. A revision of prices after one year shall not exceed the consumer price index rate published by authorities.

10. Currency of tenders

Tenders must be presented in AFGHAN Currency. And is exempted of VAT, therefore, no VAT should be included in the price. 2% Withholding Tax shall be deducted.

11. 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

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English (if Possible).

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

12. 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.

13. 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.

14. Opening, evaluation of tenders and selection criteria

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

The subsequent evaluation of the tenders shall be carried out in Kabul (Afghanistan) by an Evaluation Committee made up of representatives of ACTION AGAINST HUNGER .

The agreement will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender

Tenders will be evaluated on the criteria listed below: (but no only):

- Ability to meet the requirements of the Call for tenders
- Compliance with Action Against Hunger terms and conditions
- Availability of items
- Bidder’s financial capacity
- Bidder’s technical capacity
- Bidders’ customer references and positive customer experiences
- Bidder’s experience in Afghanistan for at least 5 years

In general supplier’s grading will be considered under following marking system:

Criteria	Marking
Administrative Document (business License, Tax clearance, office address, years of experience, solvency letter etc.)	20%
Technical Specificities & visit of supplier (offered Wheat Seeds distribution based on ACF requirements)	40%
Financial Offer (i.e.: Lowest/ most competitive Price will get highest Score)	40%

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 agreement 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 agreement will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

15. Notification award and agreement signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). ACTION AGAINST HUNGER will send the signed purchase documents in two original copies to the successful bidder.

Within two (2) working days following the reception, the successful tenderer will sign, date and send back the agreement. 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 agreement within ten (10) working days, ACTION AGAINST HUNGER can consider after notification the award as null and void.

After selection, and before signature of the agreement, Action Against Hunger will inspect the office, teams & warehouse of the selected tenderer that will be allocated.

During the use of the agreement, ACF will be able to ask upon meeting (at least 24 hours in advance) to a visit supplier's office.

Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier

The unsuccessful tenderer will be informed in written shortly after the award.

16. 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.

17. Agreement

The agreement that will be concluded between the successful tenderer and ACTION AGAINST HUNGER is done according to ACTION AGAINST HUNGER standard Framework Agreement.

Framework agreement is an agreement that sets the commercial terms for the purchase of specific goods/services, for a fixed period of time and price. It does not create any financial obligation to the supplier, except for the products that are specified in ACF Supplier Purchase Order.

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

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

18. 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.

19. 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 E of this tender dossier. The tenderers will have to fill and sign the Appendix E: *Declaration of compliance & commitment to respect ACTION AGAINST HUNGER Good Business Regulations.*

20. Quantities

Action Against Hunger wishes to sign one or several Framework Agreements to define prices and conditions of Wheat Seeds. Action Against Hunger will provide the supplier with estimation of the number beneficiaries for distribution of seeds for each province.

Action Against Hunger cannot guarantee or commit to the exact number of beneficiaries.

Participants to the tender are therefore expected to clearly indicate in their offer how much seeds can be provided to Action Against Hunger.

Hereafter, this represents an estimated quantity, subject to potential increase or decrease of quantities.

Lot No	Provinces	Specification	Variety	Quantity	Unit	Certification
Lot:1	Ghor (Tulak and Shahrak or any other district). The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Darul Aman; Gul 96; Chunt 01 (facultative); Maqawam 09 (facultative); Kabul 013 (facultative); Sulh 02 (facultative); Dorokshan (facultative), PBW; Lalmi 1, 2 & 3;	127,500	KG	Ministry of Agriculture, Irrigation and Livestock (MAIL)
Lot:2	Badakhshan (Shuhada, Warduj, Faizabad, Zebak and Ishkashim or any other district. The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than	Chunt 01; Kabul 013; Lalmi 1, 3, & 4; Kabul 01	127,500	KG	Ministry of Agriculture, Irrigation and Livestock (MAIL)

	100 km from the district center.	1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months					
Lot:3	Helmand (Nad-e-Ali, Baghran, and Nawzad and any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Kabul 013; Garamseer 018; Solha 02; Chunt 01; Darul Aman 07; Lalmi 2, 3 and 4		127,500	KG	Ministry of Agriculture, Irrigation and Livestock (MAIL)

Each batch shall have independent certification and MAIL analysis report. All bags shall have original certification from MAIL. Additionally, before dispatching the wheat seeds from the supplier's warehouse, the supplier shall request a technical representative from the Ministry to again evaluate the wheat seeds at the source. The supplier is then to obtain a confirmation letter of the technical evaluation from the MAIL representative and provide it to ACF.

21. Included Services

All offers for wheat seeds **MUST** include the following in the offered price:

Delivery of the supplies/goods, loading and unloading in each province is responsibility of the supplier.

- ✓ Delivery to mentioned locations: The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.
- ✓ Loading and unloading
- ✓ Packing
- ✓ All applicable taxes

22. Conditions

Framework Agreements will be signed by Action Against Hunger and the selected suppliers. These framework agreements will detail the variety of wheat seeds, price, included services, conditions, etc...

Whenever Action Against Hunger will order wheat seeds, Action Against Hunger will issue a Purchase Order mentioning the reference of the framework Agreement and the agreed conditions will automatically apply.

25. Documents

The supplier must be able to provide Action Against Hunger with the **following documents**:

1. Update Business license from Ministry of Agriculture, Irrigation and Livestock and Ministry of Industries and Commerce.
2. Copy of the owner's ID card
3. Wheat seeds certificates from Ministry of Agriculture, Irrigation and Livestock Afghanistan

Every time Action Against Hunger order Wheat seeds for distribution , a written **Purchase Order** will be sent by Action Against Hunger to the supplier. The Purchase Order will bear the reference of the Framework Agreement, as well as the variety of wheat Seeds

26. Delivery

Date of delivery of Wheat Seeds

Every time Action Against Hunger will issue a Purchase Order, the Wheat Seeds items will be delivered at the agreed location at the latest fifteen (15) days after the Purchase Order has been sent by Action Against Hunger.

The supplier who signed a Framework Agreement with Action Against Hunger will therefore inform Action Against Hunger of the quantity of Seeds items they can provide.

Place of delivery and delivery of Wheat Seeds:

The distribution of Wheat seeds is planned in Ghor, Badakhshan & Helmand provinces. The respected supplier is responsible for delivering the goods/supplies to ACF bases in each province. The supply will be sent to the following provinces:

1. Ghor (Tulak and Shahrak or any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.
2. Badakhshan (Shuhada, Warduj, Faizabad, Zebak and Ishkashim or any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.
3. Helmand (Nad-e-Ali, Baghran, and Nawzad and any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.

The supplier is not responsible for distribution to the targeted families.

INSPECTION

A) Selection period inspection:

At the time of bid appraisal, ACF may ask for samples and may request to make inspection of any of the aspects mentioned in the bid

- 1) ACF will check the warehouse and prospective supplier seed stock for the following. The seed certification label officially recognized by the country where the seed was grown.
- 2) Seed quality technical report from Country where the seed was grown having the following details:
 - a. Crop and variety
 - b. Where the seed was grown (country)
 - c. Seed lot number
 - d. Disease free status
 - e. Incidence of weed seeds
 - f. Percentage of inert matter
 - g. Seed moisture content (%)
 - h. Uniformity and seed size
 - i. % germination
 - j. % of hard seed
 - k. Names and rates of noxious weed-seed
 - l. If seed was treated, chemicals with which treated
 - m. Where, and by whom the seed was tested
- 3) Suitability of seed warehouse management
- 4) Proof of sufficiency of SOPs for protection of commodities during transportation to have acceptable quality for example container seals, Truck Driver Policy, SOP on loading and unloading, as well as clear do's and don'ts during seed transportation.

B) Pre-Departure inspection:

An Action Against Hunger representative will inspect the seeds before flagging of the delivery to field locations, and will specifically check:

- 1) The batch certification reports (including seed quality analysis reports) done by the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) with the following details:
 - a) Crop and variety
 - b) Seed lot number
 - c) Disease free status
 - d) Incidence of weed seeds
 - e) Percentage of inert matter
 - f) Uniformity and seed size
 - g) % germination
 - h) % of hard seed
 - i) Names and rates of noxious weed-seed
 - j) If seed was treated, chemicals with which treated
 - k) Suitability of seed warehouse management
- 2) Packaging including weights, labels and tags
- 3) Original certification tags per bag
- 4) Overall quality of the wheat seed
- 5) Quantity of seed

- 6) Intended loading environment

C) Inspection at target province/ district:

When the seeds reach the target delivery province, a representative of ACF shall check the following:

- 1) The batch certification reports (including seed quality analysis reports).
- 2) Varieties as per ACF request
- 3) Packaging including weights, labels and tags
- 4) Original certification tags per bag
- 5) Overall quality of the wheat seed
- 6) Quantity of seed

At this stage, the provincial or district authorities may conduct their own inspections.

Delivery to the communities:

After ACF (and local authority inspection) at the provinces/districts, the seeds will be transported to the target communities to distribution sites for reception by target beneficiaries to distances that are no more than 100km. After the delivery to the communities, the ACF field office shall issue a completion certificate for delivered goods/supplies.

At this stage, the provincial or district authorities may conduct their own inspections.

Delivery to the communities:

After ACF (and local authority inspection) at the provinces/districts, the seeds will be transported to the target communities to distribution sites for reception by target beneficiaries to distances that are no more than 100km. After the delivery to the distribution sites of the community, the ACF field office shall issue a completion certificate/Delivery note/Reception note for delivered goods/supplies.

Non-conformity at delivery.

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

- ✓ The delivered seeds which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within seven (7) calendar days from the discovery of the non-compliance.
- ✓ or the immediate reimbursement of the payment
- ✓ or the cancellation of the order and of the corresponding price

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

Late Delivery

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

The supplier has to notify Action Against Hunger about any potential delay, as soon as he is aware of it, in order to anticipate and minimize the consequences.

If no agreement can be found, penalties of 0.5% per day of the total amount of the undelivered goods, excluding taxes, per day of late delivery will be applied.

27. Payment procedure

All payments will be made by bank transfer to the designated account of the supplier.

ACF will prefer payment done by electronic bank transfer. The currency of payment is the Afghanistan Currency. Invoices will be issued by the supplier at the end of every Deliveries.

Payment will be done after receipt of confirmed and accepted invoices, within one period of 15 days.

Appendices

Appendix A: SUPPLIER QUESTIONNAIRE

Appendix B: DETAILED PRICING MATRIX

Appendix C: SEEDS SPECIFICATIONS

Appendix E: ACTION AGAINST HUNGER 's Good Business Regulations

Appendix F: ACTION AGAINST HUNGER's Purchase Terms and Conditions

Technical Capacity and financial information:

Appendix A : Supplier Questionnaire

Company Name:

Publication reference: FD-KBL-

Company Information (administrative part):		Answer	Max Marks
1	Is your company registered in Afghanistan? Please provide proof of business license		20
2	Please provide The License of Cultivation and Production of Seeds from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL).		20
3	Do you have Office in Afghanistan? Write the address of the branch office locations		10
4	What is your core Business activity?		10
5	Proof of previous experience of supplying wheat seeds to Afghanistan Food Security and Agriculture Cluster (FSAC) partners (evidenced with completion certificates):		10
6	Proof of knowledge of local context (evidenced by previous experience, company profile, and branch office locations)		10
Total Marks (20% Weight will be given)			80
Technical Capacity information:			
1	Do you have a quality management policy? Please specify and attach relevant documents.		5
2	Do you have a national or international quality certification? Please specify and attach relevant documents.		5
3	Do you have an environmental policy? Please specify and attach relevant documents.		5
4	Do you have a waste management policy? Please specify and attach relevant documents		5
5	Where is your wheat seed warehouse? Is it possible to visit it?		10
6	Validity of this offer (minimum 90 days):	_____ days	10
7	Service Delivery period (Ability to deliver wheat seeds at different provinces as mentioned in different lots)	_____ days	20
Total Marks (40% weight will be given)			60

Financial Capacity information:			
1	What is your yearly income/turn over in USD over the last 3 years? Please provide financial document proving turnover (financial audit report or bank statement) for the last 3 years		15
2	Do you have Tax Registration Certificate? Please provide a copy of Tax Registration		10

Tender Reference: FD-KBL-00476

3	Do you have Tax Clearance Certificate? Please provide a copy of Tax Clearance certificate		10
4	Payment Conditions by bank transfer: Yes or No?		15
	Total Marks (40% weight will be given)		50

Appendix B:

Detailed Pricing Matrix

Lot No	Provinces	Specification	Variety	Quantity	Unit	Unit cost	Total Cost
Lot:1	Ghor (Tulak and Shahrak or any other district). The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Darul Aman; Gul 96; Chunt 01 (facultative); Maqawam 09 (facultative); Kabul 013 (facultative); Sulh 02 (facultative); Dorokshan (facultative); PBW; Lalmi 1,2 & 3;	2,550	Bag		
Lot:2	Badakhshan (Shuhada, Warduj, Faizabad, Zebak and Ishkashim or any other district. The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Chunt 01; Kabul 013; Lalmi 1, 3, & 4; Kabul 01	2,550	Bag		
Lot:3	Helmand (Nad-e-Ali , Baghran, and Nawzad and any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other	Kabul 013; Garamseer 018; Solha 02; Chunt 01; Darul Aman 07; Lalmi 2, 3 and 4	2,550			

Tender Reference: FD-KBL-00476

		<p>crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months</p>			Bag		
--	--	--	--	--	-----	--	--

Price Matrix

Appendix C – Seeds SPECIFICATIONS

The subject of the call for tender is the Wheat Seeds described below.

Lot No	Provinces/Districts	Specification	Variety	Certification
Lot:1	Ghor (Tulak and Shahrak or any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx.0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Darul Aman; Gul 96; Chunt 01 (facultative); Maqawam 09 (facultative); Kabul 013 (facultative); Sulh 02 (facultative); Dorokshan (facultative) plus PBW; Lalmi 1, 2 & 3;	Ministry of Agriculture, Irrigation and Livestock (MAIL)
Lot:2	Badakhshan (Shuhada, Warduj, Faizabad, Zebak and Ishkashim or any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Chunt 01; Kabul 013; Lalmi 1, 3, & 4; Kabul 01	Ministry of Agriculture, Irrigation and Livestock (MAIL)
Lot:3	Helmand (Nad-e-Ali , Baghran, and Nawzad and any other district): The delivery to be done by supplier to the communities/villages (to be determined later) within the target districts but with distances to final destinations no more than 100 km from the district center.	Certified wheat seeds packed in 50Kg bags with each bag having an original certification tag with batch number; Pure seed (minimum 98%), Other variety seed (less than 0.20%), Other crops seed (less than 0.05%), Inert matter (less than 1%), Germination (minimum 95%), Weed seed (approx. 0%), Diseased seed (0%), Moisture content (11-13%). Packaging date not exceeding four (4) months	Kabul 013; Garamseer 018; Solha 02; Chunt 01; Darul Aman 07; Lalmi 2, 3 and 4	Ministry of Agriculture, Irrigation and Livestock (MAIL)

Each batch shall have a separate Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) certification and analysis report. All bags shall have original certification from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL). Additionally, before dispatching the wheat seeds from the supplier's warehouse, the supplier shall request a technical representative from the Afghanistan Ministry of Agriculture, Irrigation and Livestock (MAIL) to again evaluate the wheat seeds at the source. The supplier is then to obtain a confirmation letter of the technical evaluation from the MAIL representative and provide it to ACF.

Appendix E:

ACTION AGAINST HUNGER's GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between ACTION AGAINST HUNGER and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the agreement. In case of conflicting terms within documents, the conditions of the agreement 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 agreements and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

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

Usual criteria to award markets are:

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

II. Misbehaviour, ineligibility and exclusion

ACTION AGAINST HUNGER considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and agreements:

- **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 agreement.

Tender Reference: FD-KBL-00476

- **Bribery:** to offer ACTION AGAINST HUNGER employees monetary or in kind gifts in order to gain additional markets or to continue a agreement
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding ACTION AGAINST HUNGER .
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subagreementors

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 that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that ACTION AGAINST HUNGER can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where ACTION AGAINST HUNGER mission is operating or those of the country where the agreement is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of agreement** for failure to comply with their agreemental obligations in another previous procurement procedure

ACTION AGAINST HUNGER will not award agreements 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 agreement 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 agreementors 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 Supplier working with ACTION AGAINST HUNGER will have to provide:

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

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

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

VI. Anti-Corruption Policy

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

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. ACTION AGAINST HUNGER will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation. Reports are to be sent as follows: CD@af-actionagainsthunger.org or abuse@af-actionagainsthunger.org

VII. Safeguarding & PSEA

“ACF requires the Supplier to comply with ACF Safeguarding Policy, PSEA, Code of conduct guideline and Charter of Principles (Annex 9).

Safeguarding

The Supplier must commit to:

- Respect ACF principles : Independence, Neutrality, Transparency, Free and Direct Access to victims, Non-discrimination, Professionalism
- Do not harm
- Contribute to creating and maintaining an environment that prevents Safeguarding violations and promotes the implementation of the Safeguarding Policy.
- Report any concerns or suspicions regarding safeguarding violations by ACF staff, supplier's staff, or any associated personnel to the following reporting email address: abusereport@af-actionagainsthunger.org
- Conduct themselves according to the highest standards of humanitarian professionalism, ensuring that programs and operations facilitate an environment where our program participants and communities feel safe, respected and supported
- Follow and/or facilitate tailored training when required by ACF

PSEA

Tender Reference: FD-KBL-00476

- ACF staff, supplier staff, or any associated personnel must not engage in sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
- Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Any sexual relationship between staff and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of our work.
- Where staff develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms (reporting email address: abusereport@af-actionagainsthunger.org)
- ACF staff, supplier staff, or any associated personnel are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

ACF has a ZERO TOLERANCE towards all forms of harm and abuse. We take concerns and complaints relating to Safeguarding issues involving our Staff, Associated Personnel, Partners and Suppliers very seriously and will take action to vigorously investigate and manage any violations or alleged violations of this Policy.”

TO BE FILLED OUT BY THE BIDDER:

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

On behalf of the company I act for, I accept the terms of ACTION AGAINST HUNGER Good Business Regulations and I commit to achieve the best performances in the event is awarded a market.

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

Last, I hereby certify that 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.

Name:

Date:

Position:

Stamp:

Signature:

Appendix :F

TERM AND CONDITIONS OF PURCHASE



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 agreement.

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 agreement 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 agreement, 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 agreement 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 agreement are binding.

If agreemental 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 zero point five percent (0,5%) of the total amount of the undelivered goods, excluding taxes, per day of late delivery.

If goods have not been delivered within ten (10) calendar days after the agreemental 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

Tender Reference: FD-KBL-00476

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or agreement, 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-agreementors during the execution of the purchase order or agreement.

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

ARTICLE 9: ORDER CANCELLATION

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

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

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

Reports are to be sent as follows: Furthermore Action Against Hunger | Action Contre La Faim (ACF) is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

Action Against Hunger purchase orders and agreements are governed by Afghanistan. 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 Kabul

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