



INTERNATIONAL CALL FOR TENDER- PART A- Instructions to bidders ACTED *Syria*

Date: 20/06/2018

Tender N°: T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1

ACTED is requesting through this tender a company to provide detailed written quotations for the supply of the following products and services:

PRODUCT AND SERVICE SPECIFICATIONS:

LOT 1: FOOD RATIONS KITS, PACKAGED AND DELIVERY

1. Description:

- **Food Rations Kits, each kit contains:**

- Wheat Flour
- Rice
- Chickpeas
- Red Lentils
- Beans / Green peas
- Ghee / Vegetable Oil
- Salt (iodized)
- Sugar

- **Packaged**

- **Delivery to Al-Hasakah Governorate, North East Syria including unloading and offloading charges**

2. Product class / category: Food supplies & Services
3. Made in (product origin): International
4. Product stage: New
5. INCOTERM (delivery conditions): DDP – Al-Hasakah Governorate, North East Syria
6. Quantity/unit: Initial quantity should be 2,500 kits. However, additional quantity of kits may be requested during the validity of the framework agreement.
7. Packaging requested: Content of the kit (english and arabic) including units, quantities and kcal should be printed on the box/bag. If not possible, a list must be printed on a leaflet and included inside each box/bag. Please note that multiple bags and boxes can be used to fit the content of the kit, however different goods should be labeled in clearly distinguishable manner (eg. Color)

LOT 2: READY TO EAT RATION (RTER) KITS, PACKAGED AND DELIVERY

1. Description:

● **RTER Kits, each kit contains:**

- Dried Thyme (Zaatar)
- Biscuits
- Canned Sardines
- Chickpeas Paste
- Canned Chicken
- Canned vegetable
- Fava beans
- Sugar
- Olive oil

● **Packaged**● **Delivery to Al-Hasakah Governorate, North East Syria, including unloading and offloading charges**

2. Product class / category: Food supplies & Services
3. Made in (product origin): International
4. Product stage: New
5. INCOTERM (delivery conditions): DDP – Al-Hasakah Governorate, North East Syria
6. Quantity/unit: Initial quantity should be 1,000 kits. However, additional quantity of kits may be requested during the validity of the framework agreement.
7. Packaging requested: Content of the kit (english and arabic) including units, quantities and kcal should be printed on the box/bag. If not possible, a list must be printed on a leaflet and included inside each box/bag. Please note that multiple bags and boxes can be used to fit the content of the kit, however different goods should be labeled in clearly distinguishable manner (eg. Color)

RESPONSIBILITIES OF THE CONTRACTOR:

1. Date of delivery: Delivery within 2 weeks upon request maximum
2. Validity of the offer: 6 months (the offer must be valid for 6 months till the selection is done and at the date of the contract's signature. Hereby, the bidder is informed the prices indicated in the offer will be valid for 11 months since the date of the contract signature)" (1 year fixed term framework agreement)

The answers to this tender should include the following elements:

- A written quotation including all the product specifications, the price per unit, quantity proposed and unit;
- Physical samples of each food product;
- A certificate of analysis of each food sample.

GENERAL CONDITIONS:



1. The **closing date** of this tender is fixed on **04/07/2018 at 16:00 local time** in ACTED office at the following address : **6th street (Khabat Street) on the right after Ankawa intersection, House # 232/48, Hadyiab Quarter, Sector 5, Ankawa, Erbil, KRI, Iraq.**
2. Tenderers will fill, sign, stamp and return the Offer form according to ACTED's format.
3. Tenderers will sign and return all pages of the Product Specifications for which they apply.
4. The offer to the call for tender will not result in the award of a contract.
5. The offer must be submitted to ACTED purchase department in Erbil office in a sealed envelope or by email to syria.2.tender@acted.org with the mention "T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1 not to be opened before **16:00 local time 04/07/2018**" and the purpose of the offer.
6. **A tender opening session will take place on 05/07/2018 at 14pm local time in ACTED representation office at Ankawa intersection, House # 232/48, Hadyiab Quarter, Sector 5, Ankawa, Erbil, KRI, Iraq. The presence of bidders' representatives is allowed.**
7. Unsealed envelope and late offers will not be considered.
8. Quantities are indicative and subject to change.
9. Offers will be evaluated according to the loEast price method. Contract will be awarded to a bidder who will present loEast priced tender that is technically compliant. Pass & fail method will apply.
10. Physical samples of each food product composing both kits should be submitted to ACTED purchase department at the following address: 6th street (Khabat Street) on the right after Ankawa intersection, House # 232/48, Hadyiab Quarter, Sector 5, Ankawa, Erbil, KRI, Iraq.
11. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors' compliance requirements, all contract offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED's anti-terrorism policy. To this end, ACTED reserves the right to carry out anti-terrorism checks on contractor, its board members, staff, volunteers, consultants, financial service providers and sub-contractor."

if you witness or suspect unethical business practices during the tendering process, please send an e-mail to transparency@acted.org.

Name of Bidder's Authorized Representative: _____

Authorized signature and stamp: _____

Date: _____



PART B- OFFER FORM ACTED Syria

Date:

Tender N°: T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1

To be Filled by Bidder (COMPULSORY)

Details of Bidding Company:

1. Company Name: (_____)

2. Company Authorized Representative Name: (_____)

3. Company Registration No: (_____)

No/Country/ Ministry

4. Company Specialization: (_____)

5. Mailing Address: (_____)

Country/Governorate./City/St name/Shop-Office No

a. Contact Numbers: (Land Line: _____ / Mobile No: _____)

b. E-mail Address: (_____)

I undersigned _____, agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.



LOT 1: FOOD RATIONS KITS, PACKAGED AND DELIVERY

Note: Delivery of kits should be as follows, given that quantity per batch is subject to changes as per ACTED request.

	Batch 1	Batch 2	Total
Number of kits	1,500	1,000	2,500 kits
Delivery leadtime	2 weeks upon contract signature	3 weeks upon delivery of the 1st batch	

For one Food Ration Kit									
Item	Total Kcal needed per kit	Unit	Quantity per kit	Unit price (per kg) in USD	Packaged unit of the item in kg (For example: bag of 5 kg) Please mention all the available options	Price per Packaged unit in USD	Brand / quality level	Total Kcal per Packaged unit of the item	Price per kit in USD
Wheat Flour	65,520	KG	18						
Rice	64,800	KG	18						
Chickpeas	20,340	KG	6						
Red Lentils	20,340	KG	6						
Beans / Green peas	16,650	KG	6						
Ghee / Vegetable Oil	57,960	KG	6.6						
Salt (iodized)	N/A	KG	1.2						
Sugar	23,940	KG	6						
Total USD price for one Food Ration Kit									

		Price (USD)	Remarks
Packaging Content of the kit (english and arabic) including units, quantities and kcal should be printed on the box/bag. If not possible, a list must be printed on a leaflet and included inside each box/bag. Please note that multiple bags and boxes can be used to fit the content of the kit, however different goods should be labeled in clearly distinguishable manner (eg. Color)	Less or equal to 500 kits		
	Between 501-1000 kits		
	Between 1001-1500 kits		
	Between 1501-2000 kits		
Delivery to Al-Hasakah Governorate, North East Syria, including unloading & offloading charges	Less or equal to 500 kits		
	Between 501-1000 kits		
	Between 1001-1500 kits		
	Between 1501-2000 kits		

• **LOT 2: RTER KITS, PACKAGED AND DELIVERY**

Note: Delivery of kits should be as follows, given that quantity per batch is subject to changes as per ACTED request.

	Batch 1	Batch 2	Total
Number of kits	500	500	1,000 kits
Delivery leadtime	2 weeks upon contract signature	3 weeks upon delivery of the 1st batch	



For one RTER Kit									
Item	Total Kcal needed per kit	Unit	Quantity per kit	Unit price (per kg) in USD	Packaged unit of the item in kg (For example: bag of 5 kg) Please mention all the available options	Price per Packaged unit in USD	Brand / quality level	Total Kcal per Packaged unit of the item	Price per kit in USD
Dried Thyme (Zataar)	9,936	KG	3.6						
Biscuits	223,820	KG	18						
Canned Sardines	18,720	KG	9						
Chickpeas Paste	43,027	KG	26						
Canned Chicken	11,340	KG	7.2						
Canned Vegetable	3,960	KG	5.8						
Fava beans	14,400	KG	20.2						
Sugar	14,400	KG	3.6						
Olive Oil	31,860	KG	3.6						
Total USD price for one RTER Kit									

		Price in USD	Remarks
Packaging Content of the kit (english and arabic) including units, quantities and kcal should be printed on the box/bag. If not possible, a list must be printed on a leaflet and included inside each box/bag. Please note that multiple bags and boxes can be used to fit the content of the kit, however different goods should be labeled in clearly distinguishable manner (eg. Color) manner (eg. Color)	Less or equal to 500 kits		
	Between 501-1000 kits		
	Between 1001-1500 kits		
	Between 1501-2000 kits		
Delivery price (USD) to Al-Hasakah Governorate, North East Syria, including unloading & offloading charges	Less or equal to 500 kits		
	Between 501-1000 kits		
	Between 1001-1500 kits		
	Between 1501-2000 kits		

ADDITIONAL QUESTIONS:

1. ARE YOU ABLE TO PROVIDE A CERTIFICATE OF ANALYSIS* PER LOT OF PRODUCTION FOR EACH FOOD ITEM?



YES No OTHER _____

***A CERTIFICATE OF ANALYSIS IS AN AUTHENTICATED DOCUMENT, ISSUED BY AN APPROPRIATE AUTHORITY, THAT CERTIFIES THE QUALITY AND PURITY OF FOOD PRODUCTS. ONE CERTIFICATE OF ANALYSIS SHOULD BE ISSUED AND PROVIDED PER LOT OF PRODUCTION.**

2. IF YOU ARE NOT ABLE TO PROVIDE A CERTIFICATE OF ANALYSIS, ARE YOU ABLE TO HAVE FOOD SAMPLES PER LOT OF PRODUCTION TESTED AND CERTIFIED BY A QUALIFIED LABORATORY?

YES No OTHER _____

3. ARE YOU ABLE TO DELIVER THROUGH DIFFERENT BATCHE'S SIZES?

YES No IF YES, WHAT WOULD BE THE MINIMAL SIZE PER BATCH? _____

BIDDER'S COMMENTS/REMARKS:

1. _____
2. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

Lot 1 : Delivery Lead-time for Food Ration Kits upon ACTED request (in days)	
Less or equal to 500 kits	
Between 501-1000 kits	
Betwenn 1001-1500 kits	



Between 1501-2000 kits	
------------------------	--

Lot 2 :Delivery Lead-time for RTER Kits upon ACTED request (in days)	
Less or equal to 500 kits	
Between 501-1000 kits	
Betwenn 1001-1500 kits	
Between 1501-2000 kits	

BIDDER'S TERMS AND CONDITIONS:

1. Valid of the offer: _____ (recommended: 6 months (the offer must be valid for 6 months till the selection is done and at the date of the contract's signature. Hereby, the bidder is informed the prices indicated in the offer will be valid for 11 months since the date of the contract signature)")
2. Terms of delivery: _____(DDP)
3. Terms of payment: _____

Name of Bidder's Authorized Representative: _____

Authorized signature and stamp: _____

Date: _____

NB: in case of Request for Tender, please attach the service proposal to the present offer



PART C- BIDDER'S QUESTIONNAIRE ACTED Syria

Date:

Tender N°: T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1

A. Company Name:

B. Company Owner(s) / Partners full names: 1 _____ 2 _____ 3 _____ 4 _____	C. Company Legal Authorized Representative for this Tender: Complete Name: _____ Position in the Company: _____ Signature: _____
---	--

D. Additional Information about the Company:

1 Official Date of Registration: _____

2 Company Type / Profession as per Registration: _____

3 Full Name of the Three Company Representatives:

Name	Position	Location	Mobile Number

4 Total number of full time employees: _____

5 Company Telephone Number: _____

6 Company Fax Number: _____

7 Email Address: _____

8 Have you worked with NGOs before? If Yes, please list them with detailed information:

- _____
- _____
- _____

9 Have you worked on similar types of projects before? If Yes, please list them below with detailed information (if needed please provide separate list):

- _____
- _____
- _____

10 Bank Accounts:
(Please mention yes or no only)

In [Country]	In Europe	Other

E. Past Performances:

1 Contract Award History
Please the last supply contracts awarded by your company since 2009 up to now

No	Project Description	Location	Partner Name	Duration	Project Cost (USD)
1					



ACTED

2					
3					
4					
5					

2 Company Assets as of January 1st 2018:

Please list your Company main assets (machine, equipment, premises & warehouses, trucks & heavy machines, production center, etc)

No	Description	Location/Address	Quantity
1			
2			
3			
4			
5			

I undersigned, certify that I am the designated legal representative of this Company, that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of any offer made by the Bidder, even if discovered later.

Name _____

Position: _____

Signature & Stamp: _____

Date: _____

PART D-BIDDER'S ETHICAL DECLARATION

Date:

Tender N°: T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1

Tenderer's name: _____

Tenderer's address: _____

CODE OF CONDUCT:**1. Labour Standards**

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

B. Environmental Standards

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Waste Management*

Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- ***Safety precautions for transport and cargo handling***

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to ACTED beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

C. Business Behaviour

The conduct of the supplier should not violate the basic rights of ACTED's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms
2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

D. ACTED procurement rules and regulations

Suppliers should comply with ACTED procurement rules and regulations outlines in ACTED Logistics Manual Version 1.2. or above. In particular, ACTED's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between ACTED and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

ACTED will:

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.
2. Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.
3. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
4. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
5. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
6. Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

ACTED expects suppliers to:



1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to ACTED.

Both parties will

1. require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
3. Avoid discriminating against enterprises in developing countries.
4. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

Qualifications To The Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, ACTED will purchase necessary goods and services from the most appropriate available source.

ACTED can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned _____, agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer's authorized representative _____

Authorized signature _____

PART E- BIDDER'S CHECK LIST ACTED Syria

Date:

Tender N°: [T/16DJH/13F/PYT/WSY/AMU/COO/20-06-2018/1](#)

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEM IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :

Description	To be filled in by Bidder		For ACTED use only (to be filled in by Purchase Committee)		
	Included		Present		Comments
	Yes	No	Yes	No	
1. An original or a copy of the bid have been provided (compulsory)					
2. PART 1 (form PRO-05) – Instructions to Bidders is attached, filled, signed and stamped by the supplier. (compulsory)					
3. PART 2 (form PRO-06) – Offer Form is attached, filled, signed and stamped by the supplier. (compulsory)					
4. The prices in the Offer Form are in USD (compulsory)					
5. PART 3 (form PRO-06-01)– Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier. (compulsory)					
6. PART 4 – (form PRO-06-02)– Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. (compulsory)					
7. The Bidding documents are filled in English.					
8. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided					
9. ANNEXES – A Copy of Company registration documents and license are included and ID and passport of the legal representative of the company					
10. ANNEXES – Physical samples of item(s) are included (compulsory)					

Name & Position of Bidder's authorized representative _____

Authorized signature _____