



## NATIONAL CALL FOR TENDER FRAMEWORK AGREEMENT - ACTED IRAQ

**Date:** 18/09/2018

**Tender N°:** T/10/FWA/TRUCK/ERB/18092018/001

ACTED is requesting through this tender a company to provide bids for the supply of the following services:

### PRODUCT SPECIFICATIONS:

1. **Description:** Trucking Services and Heavy Machinery Hire
2. **Product class / category:** Service
3. **Specifications:** As per detailed in the offer form
4. **INCOTERM (delivery conditions):** **DDP<sup>1</sup> ACTED Warehouses / Locations as detailed below**
5. **Quantities:** Quantities will be defined on demand, based on Purchase Orders submitted by ACTED

Lot #	Name	Product category	Description	Product stage	INCOTERM/Delivery Point and Deadline
1	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / ACTED Warehouses / <b>Dohuk / Zakho / Sheikhan</b> / Delivery within 12 hours after reception of purchase order
2	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / ACTED Warehouses / <b>Erbil / Makhmour/ Bardarash</b> / Delivery within 12 hours after reception of purchase order
3	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / Locations / <b>Suly / Kalar / Khanaqeen</b> / Delivery within 12 hours after reception of purchase order
4	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / Locations / <b>Kirkuk/ Hawija / Tooz</b> / Delivery within 12 hours after reception of purchase order

<sup>1</sup> DDP - "Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities. (<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>)



5	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / Locations / <b>Shriqat/ Baiji /Tikrit</b> Delivery within 12 hours after reception of purchase order
6	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / ACTED Warehouse <b>Hamadanyia / Mosul/ Tilkaif</b> Delivery within 12 hours after reception of purchase order
7	Trucks rental	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / ACTED Warehouse <b>Baij / Tel Afar / Sinjar</b> Delivery within 12 hours after reception of purchase order
8	Warehouse Equipment	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / ACTED Warehouses / Delivery specified
9	Heavy Construction Machinery	Service	See the detailed list in the Offer form attached	New, Complete and ready-to-use	DDP / Iraq / Delivery specified

#### **RESPONSIBILITIES OF THE SUPPLIER:**

1. Lead time deployment: Typical 12hr notice but capacity for regular immediate
2. Validity of the contract: **One year (fixed price framework agreements)**
3. Prices conditions: Prices can be reviewed on a quarterly basis based on market fluctuation and upon approval of both parties, not exceeding 10% of the original prices.

#### **GENERAL CONDITIONS:**

1. The **closing date** of this tender is fixed on **02/10/2018 (2<sup>nd</sup> of Oct 2018)** at **14:00 (Iraqi time)** in ACTED Iraq office at the following address:

**ACTED representative office in Erbil, IRAQ** (6th street (Khabat street) on the right after Ankawa intersection, 1st street on the right, House #: 240/1/467 Hadiyab quarter, Ainkawa, Erbil, Iraq)

**ACTED representative office in Dohuk:** Golvin 67 St. Malta Islam Quarter - Dohuk 3rd Street from Malta Hill Traffic Light to **Down Town**

**ACTED representative office in Salamiyah:** Alhamdiniyah District, Nemrud City, Salamiyah Village, House number #345

or emailed to both: [iraq.tender@acted.org](mailto:iraq.tender@acted.org) and [tender@acted.org](mailto:tender@acted.org)

2. Offers shall be submitted in English
3. Prices should be defined in USD (United States Dollar)
4. Bidders should fill, sign, stamp and return the Offer form according to ACTED's format.
5. Bidders will sign and return all pages of the Product Specifications for which they apply.
6. The offer to the call for tender will not result in the award of a contract.



7. The resulted contract of this tender does not imply in an exclusive clause for the hereby mentioned services.
8. The offer must be submitted to ACTED purchase department in a sealed envelope with the mention "T/10/FWA/TRUCK/ERB/18092018/001"- **not to be opened before 02/10/2018**" and the purpose of the offer. or by E-mail at [iraq.tender@acted.org](mailto:iraq.tender@acted.org) and in cc [tender@acted.org](mailto:tender@acted.org) Late Bids will be automatically rejected.
9. Unsealed envelopes and late offers will not be considered.
10. Bidders are allowed to bid for one or more lots at the same time to be considered eligible.
11. The answers to this tender should include a written quotation including all the service specifications, the price per unit and other relevant information for this tender.
12. Alterations to any page, including the use of correction fluid, are not permitted.
13. 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."

*NOTE: ACTED adopts a zero tolerance approach towards corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities. In particular, ACTED has adopted a participatory approach to promote and ensure transparency within the organization and has set up a Transparency focal point (Transparency Team supervised by the Director of Audit and Transparency) via a specific e-mail address. As such, if you witness or suspect any unlawful, improper or unethical act or business practices (such as soliciting, accepting or attempting to provide or accept any kickback) during the tendering process, please send an e-mail to [transparency@acted.org](mailto:transparency@acted.org).*

## **SPECIFIC CONDITIONS**

1. The answers to this tender should include the following elements:
    - Pricing tables and matrices completed in US Dollar for all locations the bidder is willing to service.
    - The registration paper of the company
    - Details of all vehicles, including registration numbers, along with the class of vehicle under which they are priced in the lots bid on (2T, 4T...)
    - Licenses and registration numbers for all drivers that will be contracted for ACTED transportation or warehouse equipment.
    - Completion certificates for previous contracts, in the form of waybills or contracts including company stamps.
  2. Bidders should have a comprehensive insurance package for the services provided, with coverage for Property Liability (other party material costs in case of fault in an accident); Bodily Injury Liability (other party health costs in case of fault in an accident); Personal Injury Protection (Vehicle passengers and driver health expenses coverage); Collision (repairs costs) and Comprehensive (damages other than those related to collision).
  3. It is recognized that a rapidly-changing security situation in the areas where ACTED operate may cause fluctuations in prices for the services being tendered. For the purposes of answering this tender, bidders should set prices on the assumption that, for insecure areas, trucks may be sent around two weeks after active fighting has ceased, and such areas are cleared and under a reasonable security control.
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**REQUIRED DOCUMENTS:**

- Company registration.
- Tax exemption certificate.
- ID of the legal representative.
- Evidence of experience undertaking similar work.
- Other supporting documents (If applicable).

**SELECTION CRITERIA:**

- Best price
- Service Quality
- Past performance and experience with INGOs
- The ability of the company to issue required transportation access letters and permissions without external support
- The ability to assign/hire one focal point for the contract management
- The ability to prioritize ACTED requests and answer within 24 hours
- The ability to provide the full list of company driver's details and truck details upon request and in 24 hours

**THE OFFER WILL NOT BE CONSIDERED ELIGIBLE IF:**

- White ink is used, price correction by hand.
- All papers are not signed and stamped.
- Documents mentioned as "compulsory" in Bidder's check-list are not attached.
- Electronic stamp and signature (in case of submission by e-mail).



# ACTED

T/10/FWA/TRUCK/ERB/18092018/001

## OFFER FORM ACTED IRAQ

Date:

Tender N°: T/10/FWA/TRUCK/ERB/18092018/001

### 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.



## PRICING MODEL – TRUCKING SERVICES

The tables in Lots 1-6 are filled in by the supplier in order to calculate the cost of journeys from the main ACTED hubs<sup>2</sup> to locations in Iraq (including KRI). The tables consist of the following key items:

1. **Call-Out Cost:** the cost of dispatching a vehicle to the ACTED Hub, paid once per vehicle per engagement. The call-out cost shall be transferable to potential new locations starting from this hub and added in the FWA potentially in the future.
2. **Journey Cost:** the cost of sending a vehicle from an ACTED Hub to a designated location. These are completed for all locations the supplier is able to service. **This is a complementary cost to the call-out service and should be related to the trip itself.**
3. **Additional Journey Cost (Local):** the cost of transit between multiple location within the 'extended delivery point'<sup>3</sup> (10km by default unless specified) and the destination which is paid out for each truck for each journey.
4. **Additional Journey Cost (Neighbor):** the cost of transit between two locations which are not within the same 'capture zone' but whose zones overlap each other.
5. **Parking Charge:** upon arrival on the delivery location, the parking charge is the cost for the vehicle to remain parked in such location for a period that exceed an immediate offloading. This may include, for example, the time for a distribution to be performed throughout the day. This parking charge shall be applicable for a full day, not exceeding 8 hours.
6. **Overnight Charge:** the cost incurred for ACTED to park a truck (loaded or unloaded) overnight for delivery the next day. **This charge shall be applicable when the vehicle is handled until 18:00 of the previous day of transit and is not applicable in cases after this time.**

ONCE THESE ARE COMPLETED A JOURNEY IS CALCULATED AS FOLLOWS:

- a) ACTED WILL REQUEST A **CALL-OUT** TO A **HUB**, THE **CLASS** OF TRUCK REQUIRED AND PROVIDE A DESTINATION ADDRESS.
- b) ACTED WILL AGREE WITH THE SUPPLIER THE **DESTINATION** FROM THE TABLES BASED ON THE CHEAPEST AVAILABLE CAPTURE ZONE ON THE MAP (PROVIDED IN THE APPENDICES, OR USING GOOGLE MAPS OR EQUIVALENT SOFTWARE).
- c) THE COST OF THE JOURNEY IS CALCULATED AS THE **CALL-OUT COST** PLUS THE **JOURNEY COST** FOR THE **CLASS** OF TRUCK PROVIDED. (IT IS THE RESPONSIBILITY OF THE SUPPLIER TO PROVIDE ACTED WITH AN ACCURATE LIST OF ALL VEHICLES IN THE FLEET AS WELL AS THE **CLASS** TO WHICH THEY BELONG.
- d) IF ACTED REQUIRE A TRUCK TO REMAIN PARKED, IT IS CHARGED OUT AT AN DAILY RATE EXCLUDING THE USUAL EXPECTED CYCLE TIME FOR A LOADING/UNLOADING. THE SUCCESSFUL CANDIDATE WILL BE INFORMED IN ADVANCE ON THE ACTIVATION OF SUCH CHARGE.
- e) IF A VEHICLE IS LOADED BEFORE **6PM** FOR TRANSIT THE FOLLOWING DAY, THEN, AN **OVERNIGHT CHARGE** IS PAID BY ACTED. IF THE VEHICLE IS LOADED **AFTER 6PM** THEN SUCH FEE SHALL NOT BE APPLIED.
- f) IF THE JOURNEY INVOLVES MULTIPLE DESTINATIONS (WITHIN THE EDP OR TO A ADJASCENT ONE, THEN THE RULES GOVERNING **ADDITIONAL JOURNEY COSTS** SHALL BE APPLIED.

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<sup>2</sup> Hubs are locations with common dispatches as a warehouse or equivalent. Currently places are: Erbil, Bardarash, Dohuk, Sheikhan (al-Shikhan), Kalar, Kut, Hamam Al-Alil, Kifri & Tuz Khurma

<sup>3</sup> 'Extended Delivery Point' is the surrounding area of a destination. This EDP is the area around a radius of 10km, within which

- a) All journeys to destinations within the EDP are charged at the same rate as the **Journey Cost** for the nearest tabulated destination.
- b) The bidder offers to provide transportation from the destination to **multiple** sites within the EDP zone for the '**Additional Journey Cost (Local)**'. This cost is separated by vehicle size, however the cost of an additional journey is equal for all destinations and is filled in once for each lot.
- c) The bidder offers to provide transportation between two destinations in neighbor EDPs at a fix cost.



**Total Cost = Call-out Cost + Journey Cost + Optional Costs [Parking Fees + Overnight charges + Additional Destinations within the EDP + Additional Desination to adjacent EDP]**

**LOT 1: TRUCKING SERVICES – DOHUK /ZAKHO / SHEIKHAN (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM DOHUK /ZAKHO / SHEIKHAN (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

- SEND IT IN EXCEL FORMAT TO [iraq.tender@acted.org](mailto:iraq.tender@acted.org) and in cc [tender@acted.org](mailto:tender@acted.org)
- PRINT IT AND SEND A SIGNED AND STAMPED VERSION WITH TENDER DOCUMENTS

**LOT 2: TRUCKING SERVICES – FROM ERBIL / MAKHMOUR/ BARDARASH (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM ERBIL / MAKHMOUR/ BARDARASH (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

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**LOT 3: TRUCKING SERVICES – FROM SULY / KALAR / KHANAQEEEN (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM SULY / KALAR / KHANAQEEEN (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

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**LOT 4: TRUCKING SERVICES – FROM KIRKUK/ HAWIJA / TOOZ (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM KIRKUK/ HAWIJA / TOOZ (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

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**LOT 5: TRUCKING SERVICES – FROM SHRIQAT/ BAIJI /TIKRIT (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM SHRIQAT/ BAIJI /TIKRIT (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

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**LOT 6: TRUCKING SERVICES – FROM HAMADANYIA / MOSUL/ TILKAIF (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM HAMADANYIA / MOSUL/ TILKAIF (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

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**LOT 7: TRUCKING SERVICES – FROM BAIJ / TEL AFAR / SINJAR (FRAMEWORK AGREEMENT)**

TRUCK RENTAL FROM BAIJ / TEL AFAR / SINJAR (LOCATIONS BELOW) TO THE LOCATIONS IN THE FIRST COLUMNS (PRICES IN USD ONLY)

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

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T/10/FWA/TRUCK/ERB/18092018/001

**LOT 8: WAREHOUSE MACHINERY RENTAL**

**AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

- SEND IT IN EXCEL FORMAT TO [iraq.tender@acted.org](mailto:iraq.tender@acted.org) and in cc [tender@acted.org](mailto:tender@acted.org)
- PRINT IT AND SEND A SIGNED AND STAMPED VERSION WITH TENDER DOCUMENTS

FILL IN THE TABLE BELOW WITH THE AVAILABLE FORKLIFTS INCLUDING A **MONTHLY RATE** AND/OR A **DAILY RATE**.

- FORKLIFTS AVAILABLE ON A **DAILY RATE** MUST BE AVAILABLE WITHIN **24 HOURS**.
- FORKLIFTS AVAILABLE ON A **MONTHLY RATE** MUST BE AVAILABLE WITHIN **72 HOURS**.

Governorate	Forklift (Specifications, Capacity)	Daily Rate (USD)	Daily Rate (IQD)	Monthly Rate (USD)	Monthly Rate (IQD)	Details

**NOTE: ALL MACHINERY IS RENTED 24/7, INCLUDING FUEL, DRIVERS AND MAINTENANCE**



## LOT 9: HEAVY CONSTRUCTION MACHINERY

### **AS PER ANNEX A – PLEASE FILL THE EXCEL SHEET AND:**

- SEND IT IN EXCEL FORMAT TO [iraq.tender@acted.org](mailto:iraq.tender@acted.org) and in cc [tender@acted.org](mailto:tender@acted.org)
- PRINT IT AND SEND A SIGNED AND STAMPED VERSION WITH TENDER DOCUMENTS

FROM TIME TO TIME ACTED MAY HAVE NEED OF MACHINERY TO ASSIST WITH CONSTRUCTION/WORKS SERVICES. THESE MAY EXIST IN MANY FORMS AND WILL BE CONSIDERED ON A CASE BY CASE BASIS, DEPENDING ON THE FLEXIBILITY OF THE MACHINE'S UTILITY, ALONG WITH THE BREADTH OF SELECTION AVAILABLE FROM THE SUPPLIER. USUALLY REQUIRED MACHINERY INCLUDES CRANES AND EXCAVATORS.

FILL IN THE TABLE BELOW WITH THE AVAILABLE HEAVY CONSTRUCTION MACHINERY INCLUDING A **MONTHLY RATE** AND/OR A **DAILY RATE**.

- MACHINERY AVAILABLE ON A **DAILY RATE** MUST BE AVAILABLE WITHIN **24 HOURS**.
- MACHINERY AVAILABLE ON A **MONTHLY RATE** MUST BE AVAILABLE WITHIN **48 HOURS**.

Governorate	Machine Specifications	Daily Rate (USD)	Daily Rate (IQD)	Weekly Rate (USD)	Weekly Rate (IQD)	Details

**NOTE: ALL MACHINERY IS RENTED 24/7, INCLUDING FUEL, DRIVERS AND MAINTENANCE**

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# ACTED

T/10/FWA/TRUCK/ERB/18092018/001

**BIDDER'S COMMENTS/REMARKS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**BIDDER'S TERMS AND CONDITIONS:**

1. Valid of the offer: \_\_\_\_\_ (recommended: 6 months or more)
2. Terms of delivery: \_\_\_\_\_
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 form*



## BIDDER 'S ETHICAL DECLARATION

Date:

Tender N°: T/10/FWA/TRUCK/ERB/18092018/001

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.

### E. Relation with Terrorism and Belligerent Forces

Bidder certifies that it has not provided and will not provide material support resources, information or any other means to any individual, association or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism within Iraq or abroad. Bidders also commits to not support, advocate or assist any belligerent party that may affect ACTED alignment with humanitarian principles of impartiality and neutrality.

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 \_\_\_\_\_



## BIDDER'S CHECK-LIST

Date:

Tender N°: T/10/FWA/TRUCK/ERB/18092018/001

Company Name:

**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 and one copy of the bid have been provided <b>(compulsory for one original copy)</b>					
2. PART 1 (form PRO-05) – Instructions to Bidders is attached, filled, signed and stamped by the supplier.					
3. PART 2 (form PRO-06) – Offer Form and Annex A is attached, filled, signed and stamped by the supplier. <b>(compulsory)</b>					
4. The prices in the Offer Form are in USD or in local currency <b>(compulsory)</b>					
5. PART 3 (form PRO-06-01) – Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier.					
6. PART 4 – (form PRO-06-02) – Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier.					
7. The Bidding documents are filled in Arabic or 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, Tax exemption certificate and ID of the legal representative are included					

Name & Position of Bidder's authorized representative \_\_\_\_\_

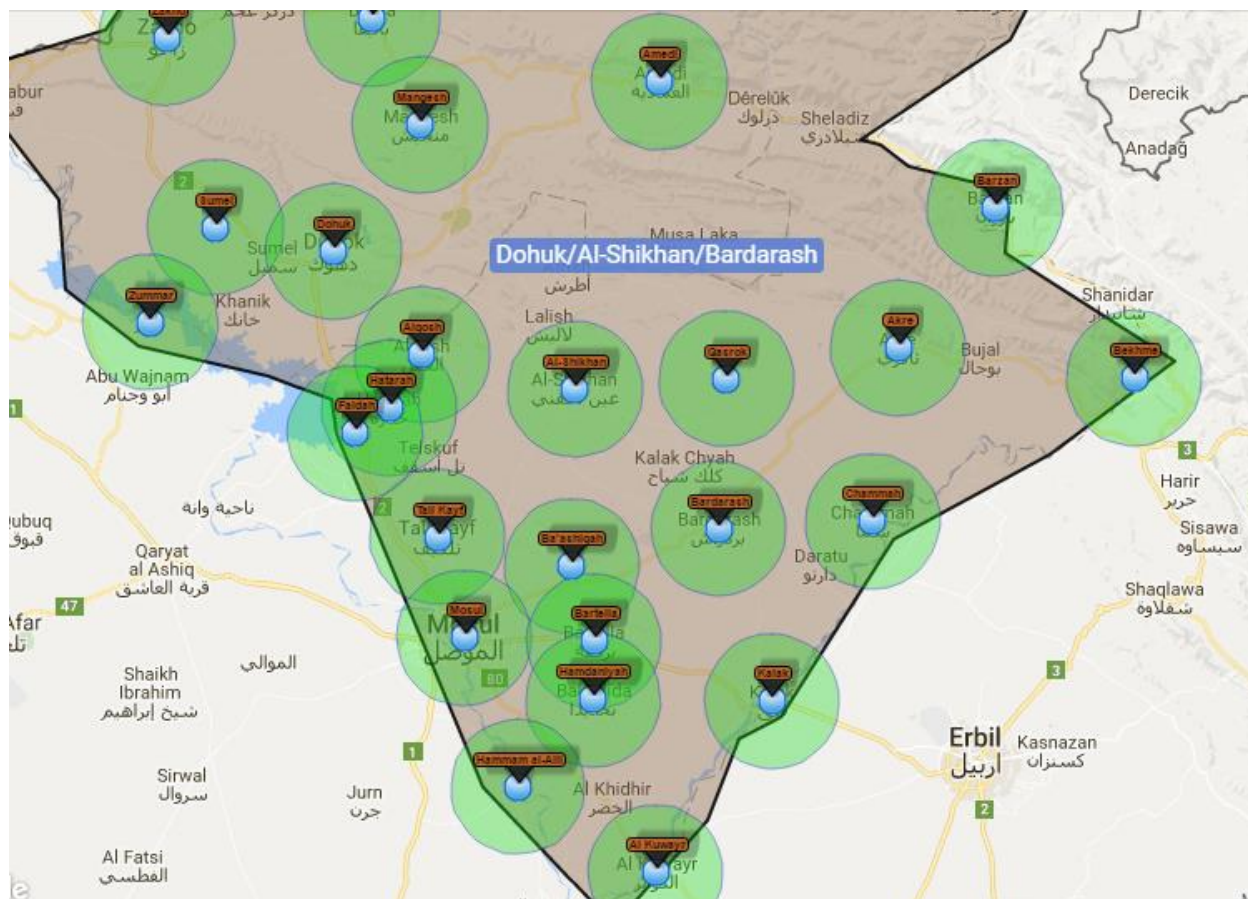
Authorized signature \_\_\_\_\_



## Appendix 2 – Extended Delivery Points

As an example, the graphic below illustrates the radius of the default 10km EDP zones in the Dohuk region (Lot 2) of the tender.

In the case of an overlap between two destinations, ACTED will pay the less expensive of the two options unless that would constitute a major security risk (for example, in Mosul).





### Additional Journey Costs (Local and Neighbor)

The graphic on the right shows the areas around Mosul. If transportation was procured from Bardarash → Hamdaniyah (eg Balawat) then it would be possible to travel from Balawat to Al Rashsh (subsequent to delivery in Balawat) for the **Additional Journey Cost (Local)** whereas if ACTED wished to travel to Hamam al-Alil from Balawat then the **Additional Transport Cost (Neighbor)** would be incurred as they do not rest in the same capture zone.

