



## ANNEX GEN 11: Tender Notice



Reference: **RDF/NCA-HEKS/06/30-11-2016/11**

**Item number and title: Lot# 1. (Supply of Mosquito Bed Nets).**

**Contracting Authority:** Research and Development Foundation

**Deadline for submission of offer:** 14<sup>th</sup> December 2016 at 04:30 pm.

### INVITATION TO BID

Research & Development Foundation (RDF) is a non-profit, non-government organization, currently working in District Naushehro Feroz, Sindh with the assistance from NCA-HEKS for providing the support in flood affected areas through WASH interventions. Research and Development Foundation is launching a "Local Open Tender" and invites sealed tenders from interested registered suppliers/vendors/ contractors/ candidates to participate in the procurement procedure for supply of Mosquito Bednets.

S.No	Description	Specification required	Estimated Quantity	Budget Cost
1	Supply of Mosquito Bednets with Bamboo Sticks	Detail in Tender Pack	10000	PKR 550/= each

#### Terms and Conditions;

1. All the goods are for a humanitarian project in District Naushehro Feroz, Sindh an intervention supported by NCA.
2. All goods are to be delivered at different field areas of District Naushehro Feroz, Sindh, Pakistan.
3. The offered prices shall be quoted in PKR only.
4. Lowest price will not be the sole criteria. Quality, previous experience and timely delivery will be considered. Inset the exclusion. Selection and award criteria.
5. All offers, in English language only, must be delivered to the office mentioned below by 04:30 pm, on 14<sup>th</sup> December 2016. Late bids will be rejected. Applicants with questions regarding this tender should send them in writing (fax or email) up to 05:00 pm 8<sup>th</sup> December 2016.
6. Tenders will be opened on next day of Tender submission on 15<sup>th</sup> December 2016 at 11:00 am at the address mentioned below. Tenderers or their authorized representative can be present at the opening of tenders.
7. The successful tenderer shall place a 10% Performance Guarantee upon signing of the Contract. 1% call deposit must be submitted along with bid / tender documents.
8. Samples of each item must be submitted on or before 14<sup>th</sup> December 2016 along with submission of tender document 1 day before tender opening. Non submission of samples might make the bidder in-eligible / unqualified.



9. Tender documents will be available from 30<sup>th</sup> November 2016, in office timing 09:00 am - 05:00 pm, to 14<sup>th</sup> December 2016 in office timing till 09:00 am – 12:00 pm from Monday to Friday. Interested tenderers may obtain the Tender Dossier in English at no cost from the Contracting Authority mentioned below and Tender Dossier may also download from RDF website or by sending email at below mentioned ID's.

**Research and Development Foundation**

House# A-50, Sindhi Muslim Cooperative Housing Society  
Qasimabad, Hyderabad.

Contact Person: Ali Dino - Procurement Officer  
Telephone Number: 022-2102702-3  
Email Address: [alidino@rdfoundation.org.pk](mailto:alidino@rdfoundation.org.pk) or [adanwar@rdfoundation.org.pk](mailto:adanwar@rdfoundation.org.pk)  
Website: [www.rdfoundation.org.pk](http://www.rdfoundation.org.pk)

## INVITATION TO TENDER

TO:

<b>Date of issue:</b>	30 <sup>th</sup> November 2016
<b>Tender no.:</b>	RDF/NCA-HEKS/06/30-11-2016/11
<b>Contract title:</b>	Supply of Mosquito Bed Nets with Bamboo Sticks.
<b>Closing date:</b>	14 <sup>th</sup> December 2016 at 04:30 pm
<b>Tender opening:</b>	15 <sup>th</sup> December 2016 at 11:00 am
<b>Contracting Authority:</b>	Research and Development Foundation. House# A-50, Sindhi Muslim Cooperative Housing Society Qasimabad, Hyderabad  Contact person: Procurement Officer Tel: 022-2102702-3 Fax: 0222102704 Email: <a href="mailto:alidino@rdfoundation.org.pk">alidino@rdfoundation.org.pk</a> <a href="mailto:adanwar@rdfoundation.org.pk">adanwar@rdfoundation.org.pk</a>

### RESEARCH AND DEVELOPMENT FOUNDATION INVITES YOU TO TENDER FOR: SUPPLY OF MOSQUITO BED NETS WITH BAMBOO STICKS.

Dear Sir/Madam

The Supplies are required for Sustainable WASH Assistance to the 2010 flood Affected Communities in Naushehro Feroz, an intervention supported by NCA.

Please find enclosed the following documents, which constitute the Tender Dossier:

**A – Instructions to Tenderers**

**B – Draft Contract including Annexes:**

**Annex 1: Terms of Reference**

**Annex 2: Organisation and Methodology** (to be completed by the Tenderer)

**Annex 3: Tender Submission Form** (to be completed by the Tenderer)

**Annex 4: General Terms and Conditions for Service Contracts – Ver2 2012**

**Annex 5: Code of Conduct for Contractors**

If this document is in PDF format, upon request a complete copy of the above documents can be forwarded in WORD format for electronic completion. It is forbidden to make alterations in the text.

We would be grateful if you would inform us by email of your intention to submit or not submit a proposal.

## A. INSTRUCTIONS TO TENDERERS

In submitting a proposal the Tenderer accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his/her own conditions of supply /service may be, which the Tenderer hereby waives. The Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Tender Dossier.

### A.1. Scope of services

The Supplies required by the Contracting Authority are described in the Terms of Reference in Annex 1. The Tenderer shall offer the totality of the Supplies described in the Terms of Reference. Tenderers offering only part of the required Supplies will be rejected.

### A.2. Cost of participating in tender process

The Tenderer shall bear all costs associated with the preparation and submission of his/her proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

### A.3. Clarification of tender documents and additional information

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no and the contract title. Information regarding interpretation of this invitation to tender must be requested in writing to the Contracting Authority's contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the Tender Dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the time table. If the Contracting Authority provides additional information on the tender dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

### A.4. Planned timetable

The Contracting Authority reserves the right to alter the dates and times in the following timetable, in which case all tenderers will be informed in writing and a new timetable will be provided.

	Date	Time
Deadline for request for any clarifications from the Contracting Authority	8 <sup>th</sup> December 2016	05:00pm
Last date on which clarifications are issued by the Contracting Authority	10 <sup>th</sup> December 2016	04:00pm
Deadline for submission of tenders (closing date)	14 <sup>th</sup> December 2016	04:30 pm
Tender opening session	15 <sup>th</sup> December 2016	11:00 am
Contract award	20 <sup>th</sup> December 2016	03:00 pm
Contract start	21 <sup>st</sup> December 2016	11:00 am

All times are in the time zone of Pakistan.

#### **A.5. Eligibility and qualification requirements**

Tenderers are not eligible to participate in the tender procedure if they are in one of the situations listed in articles of the General Terms and Conditions for Supply Contracts – Ver2 2012.

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

Tenderers are also requested to certify that they comply with the Code of Conduct for Contractors, as well as to give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the Tender Dossier.

#### **A.6. Exclusion from award of contracts**

Contracts may not be awarded to Tenderers who, during the procurement procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.

#### **A.7. Language of Tenders**

The tenders, all correspondence and documents related to the Tender exchanged by the Tenderer and the Contracting Authority must be written in English.

#### **A.8. Documents comprising the Tender**

The Tenderer shall complete and submit the following documents with his/her tender:

- a) Tender Submission Form (Annex 3) with supporting documents and duly completed and signed by the Tenderer
- b) Organisation and Methodology using the structure in Annex 2
- c) Copies of Tenderer's audited financial statement for the last three years.
- d) Evidence of any quality accreditation or ISO Certifications
- e) Performance Guarantee
- f) Tender Guarantee
- g) Company Profile

And other relevant information that should be made known to the Contracting Authority.

#### **A.9. Tender Guarantee**

All tenders must be accompanied by a Tender Guarantee of minimum 1% of the total tender amount. The guarantee shall be issued in favour of the Contracting Authority and be valid for 25 days beyond the period of validity of the Tender. The Tender Guarantee shall be issued in the form of a first demand guarantee, by an internationally recognised bank or other financial institution, and shall be in accordance with the text in the attached guarantee. The Tender Guarantee may also be issued in the form of a banker's draft, a certified cheque, a bond provided by an insurance company or an irrevocable letter of credit, as long as it creates under the applicable law the same irrevocable, at-first-demand obligations for the guarantor as expressed in the wording of the attached guarantee.

#### **A.10. Financial proposal**

The Financial Proposal shall be presented as an amount in PKR in the Tender Submission Form in Annex 3. The price proposed by the Tenderer shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

For evaluation purpose, where proposals are given in PKR, it shall be converted into EUR at the rate published in State Bank of Pakistan on the closing date.

The remuneration of the Contractor under the Contract shall be determined as follows:

**VAT or any sales tax applicable to the purchase must be inclusive in quoted price in the Tender Submission Form.**

#### **A.11. Validity**

Tenders shall remain valid and open for acceptance for 20 days after the closing date for the submission of tenders.

Prior to the expiry of the tender validity period, the Contracting Authority may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

#### **A.12. Submission of tenders and closing date**

Tenders must be received at the address mentioned below by hand or post not later than the closing date and time specified in the time table article A.4. Any tenders received after that time will not be considered. Tenders shall be submitted in a sealed envelope bearing the following information:

Research and Development Foundation  
House# A-50, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad.

Attention: Procurement Section  
Tender receipt: 14<sup>th</sup> December 2016 at 04:30 pm  
Tender no.: RDF/NCA-HEKS/06/30-11-2016/11

**TENDERS ARE NOT OPENED BEFORE THE TENDER OPENING SESSION ON:  
THURSDAY 15<sup>th</sup> December 2016 AT 11:00 AM**

All tenders must be submitted in one original, marked "original" and 1 copy (Optional) signed in the same way as the original and marked "copy".

No tender may be changed or withdrawn after the deadline has passed.

#### **A.13. Tender opening**

Tenderers are invited to attend the tender opening. Tenderers are requested to advise the contact person, at least one day in advance of the tender opening if they will attend.

Tender opening will take place at RDF Head Office House# A-50, Sindhi Muslim Cooperative Housing Society Qasimabad, Hyderabad at the time and date specified in article A.4. Tenderers representatives who are present shall sign a register indicating their attendance.

At the tender opening, only the Tenderers names, the total amount of the tenders and any discount offered will be read aloud and recorded.

#### **A.14. Evaluation of Tenders**

Prior to the detailed evaluation of the tenders, the evaluation committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders meet the eligibility requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the Terms of Reference and/or conditions in the tender dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the evaluation committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the Terms of Reference may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. If a Tenderer refuses to accept the correction, his/her tender will be rejected.

#### **Evaluation method**

The evaluation method will be the quality and cost based selection. A two-stage procedure shall be utilised in evaluating the tenders; a technical evaluation and a financial evaluation.

Tenders will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 75% for the technical proposal; and 25% for the offered price. Each tender's overall score shall therefore be:  $St \times 75\% + Sf \times 25\%$ .

## Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

Here are given two types of evaluation formats (**A and B**) and scoring format with a little change but the major points are coverable for both formats to check qualifying a tenderer. Contracting Authority may analyses technical evaluation by using any one sort of (**A or B**) below options.

### A.

Technical evaluation		Maximum Points
<b>Expertise of the Candidate submitting proposal</b>		
1	Tenderers economic and financial capacity	4
2	Tenderers technical capacity	3
3	Extent to which any service would be sub-contracted	4
4	Availability of quality assurance procedures and quality accreditations	4
5	Organisation's specialised knowledge and experience in the field of assignment and selected region	3
6	Tenderers overall relevant academic qualifications	3
7	Tenderers overall relevant experience in the field of assignment	3
8	Tenderers experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.	3
9	Tenderers proficiency in English	3
10	Tenderers CSR related policies – e.g. HR policy, health and safety policy, energy policy, climate policy, Global Compact membership etc.	5
11	CSR related standards/certifications-e.g. ISO26000/50001/140000 or SA80000 certification	5
<b>Sub-total individual Tenderer and/or Company</b>		<b>40</b>
1	To what degree does the proposal show understanding of the task?	8
2	Have the Terms of Reference been addressed in sufficient detail?	8
3	Is the conceptual framework adopted appropriate for the task?	8
4	Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	8
5	Is the work plan adequate in responding to the Terms of Reference	8
<b>Sub-total Organisation and Methodology</b>		<b>40</b>
1	Key Expert's relevant academic qualifications	-
2	Key Expert's relevant experience in the field of assignment	10
3	Key Expert's experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.	10
4	Key Expert's proficiency in English language	-
<b>Sub-total Key expert</b>		<b>20</b>
<b>Total Technical Score</b>		<b>100</b>

### B.

Technical evaluation	Maximum Points
NTN Registration No#	10
PEC Registration Certificate	10
Previous Experience	10
Economic Financial Capacity	5
Tenderers technical capacity	10
Audited Financial Statements	5
Quality Assurance	10



Delivery/ Completion Time Period	5
Bid Security	5
Sample Assessment	30
<b>Total Technical Score</b>	<b>100</b>

**Financial evaluation**

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

Sf = 100 x Fm/F, in which  
 Sf is the financial score  
 Fm is the lowest price and  
 F is the price of the proposal under evaluation

**A.15. Award Criteria**

The Contracting Authority will award the contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Dossier and technically compliant, and who has obtained the highest overall score, provided further that the Tenderer has demonstrated the capability and resources to carry out the contract effectively.

**A.16. Signature and entry into force of the Contract**

Prior to the expiration of the tender validity period, the Contracting Authority will inform the successful Tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

The Contracting Authority reserves the right to adjust the services within a range of +/- 25% to remain within the available funds.

Within 3 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Tenderer must sign and date the Contract and return it with the Performance Guarantee to the Contracting Authority on signing the Contract, and subject to the provision of a valid Performance Guarantee, the successful Tenderer will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Tenderer fails to sign and return the Contract and the Performance Guarantee within the days stipulated, the Contracting Authority may consider the acceptance of the Tender to be cancelled without prejudice to the Contracting Authority's right to seize the Tender Guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful Tenderer will have no claim whatsoever on the Contracting Authority.

**A.17. Performance Guarantee**

Within 3 days of receipt of the Contract from the Contracting Authority, the successful Tenderer shall, furnish a Performance Guarantee in accordance with Article B.16 of the Draft Contract.

**A.18. Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the tender process at any stage.

## **B. DRAFT CONTRACT (SUPPLY)**

**CONTRACT TITLE: SUPPLY OF MOSQUITO NETS**

**Contract no.: RDF/NCA-HEKS/06/30-11-2016/11**

**Instructions to tenderers: at this stage of the tender preparation this Draft Contract document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a successful Tenderer has been selected, and the “Draft” Contract will then become the “final” Contract” between the Contracting Authority and the Contractor**

Research and Development Foundation  
House# A-50, Sindhi Muslim Cooperative Housing Society  
Qasimabad, Hyderabad

("The Contracting Authority"),  
of the one part,

and

("the Contractor")  
of the other part,

have agreed as stipulated in the attached document.

The Contract is done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

### **For the Contractor**

Name:

Title:

Signature:

Date:

### **For the Contracting Authority**

Name:

Title:

Signature:

Date:

## **Special Conditions**

### **B.1. Scope of services**

The subject of the Contract is Supply of Mosquito Bed Nets with Bamboo Sticks at different field areas of district Naushehro Fero, Sindh, Pakistan. The "Supplies" are described in the Terms of Reference and further specified in the Organisation and Methodology.

The Contractor acknowledges that:

- a) The Contracting Authority is not obligated to place any minimum number of contract with the Contractor, pursuant to this Contract;
- b) The Contracting Authority shall not be liable for any cost in the event that no contract is placed under this Contract; and
- c) This Contract is nonexclusive, and the Contracting Authority is entitled to procure the same or similar services from other Contractors, as it sees fit.

### **B.2. Commencement Date and Period of Implementation**

The Contract shall commence after signature of this Contract by both parties and on the date the Contractor provides to the Contracting Authority the Performance Guarantee. The period of implementation of the services is 16 weeks from the commencement date.

### **B.3. Terms and Termination**

The Contract is valid for a period of 2 months, and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions for Supply – Ver2 2012 of this Contract.

The Contracting Authority shall be entitled to renegotiate the Contract for a further period as required on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the Contract not less than 10 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions for Supply – Ver2 2012.

### **B.4. Delivery of Services**

The Contracting Authority will issue contracts to the Contractor, during the term of this Contract, marking reference to this Contract, and setting out the services required, the location and timing and other instructions for the delivery of Supplies.

The Contractor agrees to deliver Supplies to the Contracting Authority pursuant to the Contract, which shall conform to the Terms of References, Annex 1, Organisation and Methodology, Annex 2) and the price specified in this Contract.

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the supplies, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Supply.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

## **B.5. Remuneration**

**VAT or any sales tax applicable to the purchase of supplies is inclusive in the Contract.**

The Contractor guarantees that the price specified in this Contract, are the maximum price that shall remain firm and shall not be increased during the entire term of this Contract, provided however, that in the event that the Contractor is able to offer the Contracting Authority a discounted price on placement of bulk contracts, the unit price shall be reduced for specific contracts.

By signing this Contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this Contract is not being charged more than other clients for similar services and within similar circumstances.

## **B.6. Reporting**

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

## **B.7. Payment**

Payments shall be made in PKR **through cross cheque** or by bank transfer to the following account: *[if provided]*

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made by the Contracting Authority within 15-20 days from approval by the Contracting Authority and receipt of the Contractor's invoice, Delivery Challans and Work Completion Certificates and inspection reports by field staff.

## **B.8. Tax and social contributions**

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

## **B.9. Liability**

The Contractor will meet without limitation the liability obligations as stated in the General Terms and Conditions for Supply Contracts Ver2 2012

## **B.10. Order of precedence of contract documents**

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)
3. Organisation and Methodology (Annex 2)
4. Tender Submission Form (Annex 3)
5. General Terms and Conditions for Supply Contracts - Ver2 2012 (Annex 4)
6. Code of Conduct for Contractors (Annex 5)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

**B.11. Language**

The language of this contract and of all written communications between the Contractor and the Contracting Authority shall be English.

**B.12. Entry into force and duration**

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Supply Contracts - Ver2 2012.

**B.13. Performance Guarantee**

The Contractor shall, together with the return of the countersigned Contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the Contract. The entry into force of the Contract shall be subject to the provision of the Performance Guarantee by the Contractor.

The amount of the guarantee shall be of 10% of the total contract amount and shall be denominated in the currency in which the Contract is payable, i.e. PKR.

The Performance Guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his/her contractual obligations fully and properly.

The Performance Guarantee shall be issued in the form of a first demand guarantee, by an internationally recognised bank or other financial institution, and shall be in accordance with the text attached. The Performance Guarantee may also be issued in the form of a banker's draft, a certified cheque, a bond provided by an insurance company or an irrevocable letter of credit, as long as it creates under the applicable law the same irrevocable, at-first-demand obligations for the guarantor as expressed in the wording of the attached document.

The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the Performance Guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

The guarantee shall continue to remain valid until the Contract has been fully and properly performed.

The Contracting Authority shall, upon request, return the Performance Guarantee to the Contractor after completion of the Contract.

**B.14. Notices**

Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the contract title and contract number, and must be sent by post, fax, e-mail or by hand to the addresses identified in this Contract.

**B.15. General Terms and Conditions**

The Contracting Authorities' General Terms and Conditions attached shall apply to this Contract and all contracts subsequently issued pursuant to this Contract.

## ANNEX 1: TERMS OF REFERENCE

- **BACKGROUND INFORMATION**

Research & Development Foundation (RDF) is a non-profit, non-governmental organization currently working in District Naushehro Feroz with support of NCA-HEKS providing the support in flood affected areas under the project of "Sustainable WASH Assistance to the 2010 flood affected communities in Naushehro Feroz Sindh".

- **CONTRACT PURPOSE AND EXPECTED RESULTS**

**Results to be achieved by the Contractor:**

**1. Supply of Mosquito Bed Nets with Bamboo Sticks (10000 Sets)**

- **SCOPE OF THE SERVICES**

The scope of assignment relates to the supply of Mosquito Bed Nets with Bamboo Sticks (as per specification), at different field locations of District Naushehro Feroz.

**The tasks to be carried out by the Contractor**

**Lot# 1. Supply of Mosquito Bed Nets with Bamboo sticks (10000 Sets)**

S No.	Item	Descriptions	Quantity	Unit	Budget
1	Mosquito Bednets with Bamboo Sticks.	Material 100% Polyster, durable, strong and non flammable. (55mg/m2) deltametherin. (156/inch <sup>2</sup> ). Ready to use mosquito bednet treated long lasting insecticide. (size: 220x180x150 cm) Apprx Weight: 525gm without packing and rings. 4 Steel rings to be fixed in Mosquito Nets at the corners for hanging, size of rings = 2mm thick, 1.25" dia.  4 wooden bamboo sticks (Bos)for mosquito bed nets. Size of each stick (1" dia at top and 1.5" dia at bottom), (5' Length / Height) Strong bamboo sticks with finishing and a clip / hooq / steel pin size approx: 1.5" x 1.5-2 mm dia to be fixed in each stick at top of stick or before 3"-4" of top for hanging the steel rings of mosquito nets on stick.	10000	Set	PKR. 550/= each Set

The Management structure: Procurement Committee is authorised to recommend for contract for approval by Executive Director. Contractor shall report to Project Manager at RDF field office Naushehro Feroz about material supply and construction work

- **TIMING, LOGISITICS AND FACILITIES**

The Contract will commence within 3-5 days after evaluation of bids and sample analyses and period of implementation shall be 30-40 days

Contractor will be based at different field locations of district Naushehro Feroz, Sindh for the duration of the task

No facilities will be provided by the Contracting Authority e.g. office accommodation

Contractor shall provide the supply of the required item.

- **REPORTING**

The contractor shall ensure the supply after signing within the time period as per contract and inform the field staff in written correspondence about supply of goods.

All delivered supplies to be reported in written in English Language, contractor must bring 4 copies of delivery challans and have to submit 1 copy to community, 1 copy to RDF field staff, 1 copy to RDF Head Office and 1 copy for contractor or as per instructions in written (if the supplies required at Office / Warehouse)

- **QUALIFICATION REQUIREMENTS**

1. **Technical Specification**

2. **Signed Tenderers Declaration**

3. **Company Certificate of Registration**

4. **Completed 'Tenderers Relevant Experience Form'**

5. **Samples. Please note that samples provided which do not meet the minimum specifications of the tender dossier, will not qualify to the final tender evaluation process.**

6. **Valid Tax Registration**

7. **Recognized bank account (RDF) will make all payments through cross cheque or through bank transfers, and show financial soundness through bank statements.**

## **ANNEX 2: ORGANISATION AND METHODOLOGY**

**To be filled in by the Tenderers, in compliance with the following instructions:**

### **Rationale**

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
- An opinion on the key issues related to the achievement of the Contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the Contract.

### **Strategy**

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- A description of subcontracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a subcontractor and a statement by the Tenderer guaranteeing the eligibility of any subcontractor.

### **Timetable of activities**

- The timing, sequence and duration of the proposed activities taking into account mobilisation time.
- The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
- Include a programme.

### **Logical frame**

- A Logical frame reflecting the considerations above.

### **Key Experts**

- The Tenderer shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Tenderer proposes to use for the performance of the services. The key experts are those whose involvement is considered instrumental in the achievement of the Contract objectives. In addition the Tenderer shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement.



### ANNEX 3: TENDER SUBMISSION FORM

The financial proposal for the required supplies is as follows:

Description	Quantity	Currency	Unit Price	Amount
(Lot 1) Supply of Mosquito Bed Nets with Bamboo Sticks	10000			
<b>Total price incl. Taxes &amp; Transportation</b>				

**Other relevant information:**

TENDERER INFORMATION	
Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

GENERAL COMPANY INFORMATION	
Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
International quality assurance certification held by your company	
Local and national quality assurance certification held by your company	
International trade / professional organisations of which your company is a member	
Local trade / professional organisations of which your company is a member	
Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Does your company live up to e.g. ISO 26000/50001/14000 standards or is SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

<b>REFERENCES</b>				
<b>Name and country of customer</b>	<b>Type of contract</b>	<b>Value</b>	<b>Contact name</b>	<b>Phone/fax and email</b>

Please include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Tenderers assignments and periods of engagement. Additional documents can be attached to the above form.

The tender proposal is valid for period of 25 days after the closing date in accordance with the article A.4. validity.

After having read your Tender Dossier no. 3 for Supply of Mosquito Bed Nets with Bamboo Sticks dated 30<sup>th</sup> November 2016, and after having examined the Tender Dossier, I/we hereby offer to execute and complete the Supply in conformity with all conditions in the Tender Dossier for the sum indicated in our financial proposal.

On behalf of the company I/we hereby:

- Accept, without restrictions, all the provisions in the Tender Dossier including the General Terms and Conditions for Supply Contracts - Ver2 2012 and the Draft Supply Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all supplies described in the Terms of Reference, Annex 1 within the time frame described in our Organisation and Methodology Form.
- Certify and attest compliance with eligibility criteria of articles of the General Terms and Conditions for Supply - Ver2 2012.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

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Signed by:

**The Tenderer**

Name of the company:

Address:

Telephone no.:

Email:

Name of contact person:

# ANNEX SUP 12: GENERAL TERMS AND CONDITIONS FOR SUPPLY CONTRACTS – VER4 2012

## DEFINITIONS

In these general terms and conditions the terms:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.

## 1. DELIVERY TERMS

Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

## 2. PAYMENT

Payment will be as indicated in the purchase order.

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

## 3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

## 4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use

- b) in the conditions prevailing in the country of final destination;
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
- d) the Goods are of the quality, quantity and description required by the Contract;
- e) the Goods are new and unused; and
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

## 5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

## 6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

## 7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every

reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

#### 8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

#### 9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

#### 10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

#### 11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

#### 12. OFFICIALS

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

#### 13. CHILD LABOUR AND FORCED LABOUR

The Seller warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced labour Convention* and in *the Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

#### 14. MINES

The Seller warrants that it and its affiliates are NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

#### 15. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) He has 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 he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- (e) He has 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;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

#### 16. CORRUPT PRACTICES

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

**17. DISCRETION AND CONFIDENTIALITY**

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

**18. CHECKS AND AUDITS**

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting

documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European

Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

**19. LIABILITY**

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors

## ANNEX 5: CODE OF CONDUCT FOR CONTRACTORS



# CODE OF CONDUCT FOR CONTRACTORS

## ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Danish Initiative for Ethical Trade (DIEH)<sup>1</sup>, the UN Global Compact principles<sup>2</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>3</sup>.

### General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply. It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

### Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)  
The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.
- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)  
Contractors must not engage in the exploitation of child labour<sup>4</sup> and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing

countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

- *Employment is freely chosen* (ILO Convention C29 & C105)  
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)  
Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)  
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income<sup>5</sup> - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)  
Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- *No harsh or inhumane treatment of employees* (ILO Convention C105)  
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.
- *Working conditions are safe and hygienic* (ILO Convention C155)  
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- *Working hours are not excessive* (ILO Convention C1 & C14)  
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- *Regular employment is provided* (ILO Convention C143)  
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

### International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of

<sup>1</sup> <http://www.dieh.dk/etisk-handel/hvordan-etisk-handel/dieh-retningslinjer-for-etisk-handel/dieh-guidelines/>

<sup>2</sup> <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

<sup>3</sup> [http://ec.europa.eu/echo/partners/humanitarian\\_aid/procurement\\_guidelines\\_en.htm](http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm)

<sup>4</sup> The definition of Child Labour can be found at: <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html> and <http://www.ilo.org/ilolex/cgi-lex/convdv.pl?C138>

<sup>5</sup> Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

International Humanitarian Law<sup>6</sup>. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

Additionally, Contractors shall not be engaged in any other illegal activity.

### Involvement in Weapon Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Contractors shall not engage in any development, distribution, sale, or manufacturing of anti-personnel mines, cluster bombs, components, or any other weapon which feed into violations of International Humanitarian Law and Human Rights.

### Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum contractors should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

### Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in a Complaint Mechanism<sup>7</sup>.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

### List of International Conventions and Treaties covered by this Code of Conduct for Contractors

- UN Universal Declaration of Human Rights, 1948; <http://www.un.org/en/documents/udhr/index.shtml>
- UN Guiding Principles on Business and Human Rights, 2011; [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)
- Geneva Conventions I-IV, 1949 and additional Protocols; <http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and [http://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---declaration/documents/publication/wcms\\_095898.pdf](http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf)
- UN Child Convention on the Rights of the Child, 1990; <http://www2.ohchr.org/english/law/crc.htm>
- C182, Worst Forms of Child Labour Convention, 1999; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182>
- C138, Minimum Age Convention, 1973; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>

- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>
- C98, Right to Organise and Collective Bargaining Convention, 1949; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098>
- C29, Forced Labour Convention, 1930; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029>
- C105, Abolition of Forced Labour Convention, 1957; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105>
- C131, Minimum Wage Fixing Convention, 1970; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131>
- C100, Equal Remuneration Convention, 1951; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100>
- C111, Discrimination (Employment and Occupation) Convention, 1958; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111>
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979; <http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm>
- C1, Hours of Work (Industry) Convention, 1919; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001>
- C14, Weekly Rest (Industry) Convention, 1921; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014>
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143>
- C155, Occupational Safety and Health Convention, 1981; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155>
- The Rio Declaration on Environment and Development, 1992; <http://www.unep.org/Documents.Multilingual/Default.asp?DocumentID=78&ArticleID=1163&I=en>
- The Ottawa Convention, 1997; [http://www.apminebanconvention.org/fileadmin/pdf/mbc/text\\_status/Ottawa\\_Convention\\_English.pdf](http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_status/Ottawa_Convention_English.pdf)
- The Convention on Cluster Munitions, 2007; <http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>
- Arms Trade Treaty, 2013; <http://www.un.org/disarmament/ATT/>

<sup>6</sup> This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

<sup>7</sup> Contractors who have signed a contract with DCA, or DCA implementing partner, shall file a complaint through: <http://www.danchurchaid.org/about-us/quality-assurance/anti-corruption/complaints>