

Tender
Reference:

CW/SY/1004/1007/0220/WASH



Tender Document

Concern Worldwide

**Re: PROVISION, DELIVERY AND INSTALLATION OF VERTICAL
AND HORIZONTAL WATER PUMPS AND ELECTRICAL
TRANSFORMERS – Framework Agreement**

Letter Of Invitation To Tender



Tender Reference: CW/SY/1004/1007/0220/WASH

Date: 19/03/2020

Dear Sir/Madam,

SUBJECT: INVITATION TO TENDER FOR THREE LOTS

Concern Worldwide Iraq requires:

Provision, delivery and installation of vertical and horizontal water pumps and electrical transformers to North-East Syria locations as part of the humanitarian response.

You have been invited to submit a proposal for the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

1. **Tender Dossier**
 - Instructions To Tenderer (Appendix 1)
 - Concern's Terms and Conditions (Appendix 2)
 - Company Details & Profile (Appendix 3)
 - Tenderer's Relevant Experience (Appendix 4)
 - Tenderer's Declaration (Appendix 5)
 - Financial Offer (Appendix 6)
 - Technical Specifications (Appendix 7)
2. **Additional Documentation**
 - Safeguarding Policies (Appendix 8)
 - Anti-Fraud and Whistleblowing Policy (Appendix 9)

We look forward to receiving your tender on or before **07th of April 2020 – 16:00 Iraq time** at the address specified in Appendix 1 – Instructions to Tenderer.

Your tender bid **must include** the following documentation so please use the list below as a 'Checklist' before submitting your tender to Concern.

Description	Checklist
1. Financial Offer - Appendix 6 – Signed and stamped (mandatory) Suppliers can decide to apply for one lot or multiple lots	
2. Technical Specifications Form (Appendix 7) Signed & Stamped (mandatory)	
3. Tenderers Declaration (Appendix 5) – Signed and Stamped(mandatory)	
4. Company Certificate of Registration(mandatory)	
5. Completed Tenderers Relevant Experience Form (Appendix 4) (mandatory)	
6. Completed Company Details & Profile (Appendix 3) (preferred)	
7. Bank Account Details (preferred if applicable)	
8. Copy of Tax Identification Number (TIN) or Similar Document(preferred if applicable)	

9.	Catalogues for all the items conforming to at minimum all the technical specifications in Appendix 7(mandatory)	
----	---	--

Offers must be submitted by electronic copy or in sealed envelopes, marked "*not to be opened before 08th April 2020 CW/SY/1004/1007/0220/WASH*" and should bear the tender reference specified on the outside of the envelope for identification purposes. See "instruction to Tenderers" for more details.

Yours sincerely,

Tenders Committee Concern Worldwide IRAQ

Appendix 1 – Instructions To Tenderer



Tender Reference:	CW/SY/1004/1007/0220/WASH
--------------------------	----------------------------------

Concern Worldwide is an International Non-Governmental Organization dedicated to the reduction of suffering and working towards the ultimate elimination of extreme poverty in the world's poorest countries. Our mission is to help people living in extreme poverty achieve major improvements in their lives which last and spread without ongoing support from Concern. To achieve this mission, we engage in long-term development work, build resilience, respond to emergencies, and seek to address the root causes of poverty through our development, education and advocacy work.

Supplies to be provided

Concern Worldwide Iraq is seeking to establish a twelve-month long Framework Agreement for the supply, delivery and installation of vertical and horizontal water pumps and electrical transformers in North-East Syria locations. Only suppliers who are registered companies in North-East Syria are eligible to apply.

1. Submission of tenders

Tender can be submitted in either of the two ways below:

- a) **Email:** By submitting a soft live copy to iraq.tender@concern.net with the subject "CW/SY/1004/1007/0220/WASH" please also make reference to the name of the company and list the attachments.

Due to COVID-19 breakout – offices might be closed during the coming month. Therefore, Concern encourages interested bidders to submit live bids by email only.

Live documents mean that suppliers are obliged to print, sign and stamp documents physically before scanning them. Electronic signatures and e-stamps will not be accepted.

All submissions must be received (electronically) on or before **07th April at 16:00** Iraq time (UTC +3).

Proof of sending is not proof of reception. Late delivery will result in your bid being rejected. Envelopes submitted by hand and found open at the tender opening will be rejected. All information must be perfectly legible.

2. Policy Specification

The proposed policies must meet or exceed the criteria laid out in the specifications in Appendix 7.

Due to the complicated nature of this supply provision, Concern would like to see evidence of previous contracts fulfilled for coverage in North-East Syria (geographical precision). This can be in the nature of redacted (edited) contracts, official letters confirming fulfilment (containing the pertinent contract details) or a detailed summary of the contract and a point of contact in the receiving organization who can confirm the contract fulfilment.

3. Timetable

Line	Item	Date
1	Tender Advert	19 th March 2020 – afternoon Iraq time
2	Closing date for clarifications	01 st April 2020 – 16:00 Iraq time

3	Closing date and time for receipt of tenders	7 th April 2020 – 16:00 Iraq time
4	Tender Opening Location, Date and time	To be decided – MOST PROBABLY WILL BE DONE REMOTELY OVER SKYPE. Interested bidders to join should email Iraq.tender@concern.net to address their interest to join the tender opening

4. Language of offers

All tenders should be received in English. The contract as well as all correspondences and documents relating to this tender exchanged by the tenderer and Concern, shall be written in English unless specified otherwise in the tender documents.

5. Period of validity of offers

Bids shall remain valid for a period of not less than 90 days after the deadline for submission. A Supply/services Provider may opt to offer more than the stated days but doing so will not add weight to the evaluation of the Supplies/services Providers bid.

6. Currency

All financial offers must be submitted in US Dollars (USD). Concern Worldwide Iraq will operate the following payment terms for this agreement. Supplies/services received will be paid by international bank transfer or Money transfer agency (Hawala) within 30 days after satisfactory supply and receipt of documents in order to the bank account provided by the Supplies/services Provider. Supplies/services Providers must agree to these payment terms to be included in this tender.

7. Type and Provision of contract

This invitation to tender is for provision, delivery and installation of vertical and horizontal water pumps and electrical transformers with one or more Supply/services Providers for a **period of twelve (12)** months starting from the date of both parties signing the contract.

Concern Worldwide Iraq, as the contracting authority, does not guarantee any specific number of orders under the policy. The number of pumps/transformers ordered and period of time will depend on the programmatic needs. An annual review will be carried out by Concern Worldwide Iraq that will assess the Supply/services Providers performance.

In the financial offer (Appendix 6), you are asked to give the best and final financial offer based on the price of each item/line inclusive of packaging, delivery (DDP incoterms 2010*) to North-East Syria, Installation in specific locations and all taxes that may due.

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/>)

- The preferred supplies/services provider will have confirmation of their supplies/services provision and delivery with a Purchase Order.
- Concern reserves its right to cancel any contract during any implementation phase due to change in security situation. Concern will be responsible to inform the Provider if there is any change or cancellation.

8. Content of tenders

All tender submissions must be submitted by email or in a sealed envelope with the following contents:-

Description	Status *
Financial Offer - Appendix 6 – Signed and stamped	Mandatory
Technical Specifications Form (Appendix 7) – Signed & Stamped	Mandatory
Copy of previous two (2) years audited accounts – 2018 & 2019	Recommended if applicable
Tenderers Declaration (Appendix 5) – Signed and Stamped	Mandatory
Company Certificate of Registration	Mandatory
Company owner and co-owners ID copy	Recommended
Completed Tenderers Relevant Experience Form with focusing on NES experience (Appendix 4)	Mandatory
Completed Company Details & Profile (Appendix 3)	Recommended
Bank Account Details	Recommended
Copy of Tax Identification Number (TIN) or Similar Document	Recommended
Test results for pumps	Recommended
Catalogues for pumps, conforming to at minimum all the technical specifications in Appendix 7	Mandatory

9. Essential Criteria:

All tenders bids must comply with the following essential criteria:-

- Have proven experience providing and delivering similar supplies/services to North-East Syria
- Have proof of financial stability and ability to cover orders in a timely fashion
- Deliver the whole tender pack prior to the deadline of submission
- Deliver the tender pack in accordance with information provided in “Instructions to Tenderers”

10. Opening of tenders

to be determined at later stages due to COVID-19 breakout. Interested bidders to join the opening should email iraq.tender@concern.net in advance to address their interest with their Skype ID

11. Evaluation of tenders

The Tender Evaluation Committee will evaluate and compare the bids in the following manner.

Preliminary examination; to determine substantially responsive bids i.e. which are properly signed, include all requested documentation and conform to specifications and the terms and conditions.

Essential Evaluation

Bids will be evaluated to ensure that all requested criteria are valid as follows:-

- Vertical and horizontal water pumps and electrical transformers must meet or better the specifications laid out in appendix 7 – Technical Specifications
Bidders must be able to deliver Vertical and horizontal water pumps and electrical transformers DDP (INCOTERM 2010) into North-East Syria

Stage 1 – Administrative Compliance

All tenders will be evaluated essentially to ensure all essential criteria are met as per below:

- Bid submitted before Closing date and time
- Submission Method conforms to the method explained in clause (1) of this document.
- Format and structure of tender bids shall be in the shape explained in clause (1) of this document.
- Validity of the proposal is not shorter than 90 days.
- Legal, financial and economic information submitted conform to the list of tender contents shown in clause (8) of this document.
- Proof of Relevant experience
- Financial stability from the audited accounts

Only tenderers who are successful in Stage 1 will move forward to be further evaluated in Stage 2.

Stage 2-Technical Evaluation

The Evaluation Committee will determine for each bid if

- The proposed catalogues meet the specified minimum criteria as per Appendix 7. Please note that preferences will be selected among received catalogues.
- Reference Check / Cross checking the past experience of the bidders
- Tenderers must submit Quality Certifications/tests as required

Stage 3 – Financial Evaluation

Financial Evaluation will be carried out based on the financial offers of the tenderers and lead-time for delivery. The financial offer must include any discounts for the award or other price modifications offered by tenderers. ***It is Concern's standard policy not to negotiate on financial offers with tenderers. Therefore, all financial offers should reflect the best and final offer tenderers are willing to offer.***

The Evaluation Committee will recommend the award of the contract to the bidder(s) whose bid has been determined to be substantially responsive, administratively and technically acceptable. Concern will select the best ratio offer. Technical team will evaluate the proposed items by bidders, bidders who pass the technical check will be evaluated based on 1) 50% price 2) 50% experience. Concern Worldwide Iraq is not bound to accept the lowest, or any, Tender. No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by Concern Worldwide Iraq.

Tenderers must respond to all requirements set out in the instructions to tenderers document and complete all documents where requested in the tender dossier.

Failure to submit offers in the required format will result in the rejection of the tenderers bid.

Tenderers must disclose all relevant information to ensure that all offers are fairly and legally evaluated. Additionally, Tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with Concern Worldwide Iraq. Any attempt to withhold any information that the Tenderer knows to be relevant or to mislead Concern Worldwide Iraq and/or its tender evaluation committee in any way will result in the company's bid being excluded.

Unsuccessful Tenderers will be notified by email after the tender process.

12. Clarification & Queries

Should any bidder(s) need clarifications on any issue pertaining to the tender they can write to Iraq.tender@concern.net quoting the tender reference number **CW/SY/1004/1007/0220/WASH** in the subject line. Where possible, Concern Worldwide Iraq will circulate any clarification given to one tenderer to all other tenderers regardless of whether they requested the information. Requests for clarifications must be submitted before 16:00 AM Iraq local time (UTC +3) on the **01st April 2020**. No clarifications will be answered after this date.

13. Cancellation of the tender procedure

Concern Worldwide reserves the right to change or cancel this tender process should there be-

- Non-receipt of a minimum quality number of bids.
- The cost exceeding budgetary limits
- A dramatic change in specification of the material

➤ Lack of Funding

Concern Worldwide also reserves the right to require compliance with additional conditions as and when issuing the final contract.

14. Appeals Process

Following confirmation of successful or unsuccessful offers, if a Supply/service Provider or potential Supply/service Provider has an issue which they feel requires an appeal they can lodge their appeal at the following email address, quoting the tender reference number **CW/SY/1004/1007/0220/WASH** in the subject line. syriairaq.cd@concern.net

Please note that only appeals sent to this email address will be responded to. This email address should not be used to make enquiries about the tender; all enquiries or clarifications must be sent to Concern Worldwide Iraq tender email - iraq.tender@concern.net as stated in Article 12.

15. Data Protection

Concern guarantees that all procurement activities are transparently documented for internal or donor audit purposes. Concern guarantees confidentiality of the procurement process.

Appendix 2 – Terms And Conditions

Tender Reference:	CW/SY/1004/1007/0220/WASH
--------------------------	----------------------------------

CONCERN WORLDWIDE**PURCHASING TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Supply/services Provider” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supplies agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

1) Price: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise.

2) Source of Instructions: The Supply/services Provider shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

3) Assignment: The Supply/services Provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

4) Corruption: The Supply/services Provider shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supply/services Provider agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

5.1) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supply/services Provider under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

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

6) Use of Emblem or Name: Unless otherwise agreed in writing; the Supply/services Provider shall not advertise nor make public the fact that it is supplying goods to the Buyer, nor shall the Supply/services Provider in any way whatsoever use the name or emblem of Concern Worldwide in connection with its business or otherwise.

7) Observance of Law: The Supply/services Provider shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8.1) Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

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

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

9.1) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Concern Worldwide and/or lack of funding. In such a case the Supply/services Provider shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supply/services Provider, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

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

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

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

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of the Supply/services Provider and Buyer may negotiate an equitable adjustment to the contract, provided that the Supply/services Provider claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

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

14) Payment Terms: Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

15) Ethics: The Code of Conduct to which Concern expects all of its Supply/services Providers to respect is as follows;

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

16) Environmental Standards

Supply Providers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

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

17) Rights of Concern Worldwide: Should the Supply/services Provider fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supply/services Provider, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supply/services Provider liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.

18) Rights of access for audit purposes: Concern Worldwide is contractually obliged to facilitate certain donor's direct access to Supply Providers for audit purposes. This obligation is extended to all Concern Supply/services Providers.

19) No Agency: This order does not create a partnership between the Buyer and Supply/services Provider or make one party the agent for the other for any purpose.

20) Contract Termination: The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.

21) ECHO Complaints: All Concern Supply/services Providers must be compliant with supply, works contracts awarded within the framework of humanitarian actions financed by the European Union (Ref: ECHO FAP, Annex III)

22) GDPR: Concern Worldwide will only contract with organizations who can demonstrate that they are in compliance with the General Data Protection Regulation (EU 2017/679) and who will enter into appropriate contractual data controller – data processor agreements which satisfy the requirements of Articles 28 of GDPR.

Appendix 3 – Administration (Company Profile & Details)



Tender Reference:	CW/SY/1004/1007/0220/WASH
--------------------------	----------------------------------

SECTION 1 (GENERAL – COMPANY STRUCTURE)		
1	Name of Tenderer	
2	Company Name	
3	Email address	
4	Telephone Number	
5	Website Address ((if applicable)	
6	Registered Company Address, including city and country Registered address of company	
7	Year Established	
8	Provide information on the Company Profile and current business activities. Include organizational chart	
9	Indicate your core activities, services and or product by reflecting the percentage of your business it represents. List all other products or services in the same manner: (Use extra pages if required).	
10	List the products and/or services provided by your Company (use extra pages if required) and advise whether you are a service provider, broker or agent of the services mentioned	
11	Names of 1. CEO	1. 2.

	2. Managing Director 3. COO (Please provide copy of ID)	3.
12	Main Contact Person – Name and contact details	
13	Second Contact Person – Name and contact details	
14	Company Registration Details : License Number / Expiry Date	
15	How many years has your company been in business under its present name?	
16	Have you ever provided products, services or works to an NGO before? If yes, please specify the commodities/services/works supplied and date delivered	
17	Do you publish brochures/catalogues/price lists? If yes, please attach copies.	
SECTION 2 (FINANCIAL)		
18	What were your company's total sales for the past two years?	2018 2019
19	What was your company's net profit for the past two years?	2018 2019
20	What was your average sale size for 2019? Specify currency	Average Minimum Maximum

21	Has your company (either under current or previous name) ever been affiliated with any type of bankruptcy? If yes, provide details	
SECTION 3 (PRODUCTION & SUPPLY MANAGEMENT)		
22	Average total number of employees	
23	Submit 3 appropriate client references for contracts undertaken within the past 24 months that would be similar in nature to requirements. Please obtain approval from the referees that they may be contacted	
SECTION 4 (QUALITY MANAGEMENT, SERVICE SUPPORT)		
24	Is there quality control for Supply/services provision?	Yes No
25	Please explain these controls	
26	What facilities are used for inspection of Finished Goods/services/works	
27	Does your company hold an ISO certification or equivalent?	Yes No
28	If yes, please state date of certification	

COMPANY DECLARATION

I, the undersigned, confirm that the information contained in this Appendix 3 – Administration (Company Profile & Details) response is correct at the time of completion.

Any changes relevant to this requirement will be notified to the concerned without undue delay.

Signature: _____

Signed By: _____

Position: _____

Company Name: _____

Company Stamp:

Appendix 4 – Tenderers Relevant Experience



Tender Reference:	CW/SY/1004/1007/0220/WASH
--------------------------	---------------------------

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

[illegible]

Appendix 5 – Tenderers Declaration



Tender Reference:	CW/SY/1004/1007/0220/WASH
--------------------------	----------------------------------

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

- 1 We have examined and accept in full the content of the dossier for invitation to tender (Including Concern's Code of Conduct & associated policies, Concern Anti-Fraud & Whistleblowing Policy and Concern Terms and Conditions). We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
Provide, deliver and install vertical and horizontal water pumps in specified locations as per Appendix 7.
- 3 The price of our tender including delivery and for:
The total value of my tender submission; Lot 1 is [.....]
The total value of my tender submission; Lot 2 is [.....]
We will grant a discount of [.....%]
- 4 The Tender is valid for a period of 90 days from the final date for submission of tenders.
- 5 We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 6 We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 7 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 8 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.
- 9 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in an analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 10 We have not been convicted of an offence concerning professional conduct by a judgement which has the force res judicata.
- 11 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- 12 We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of the county in which we are established or with those of the country of the contracting authority or those of the county where the contract is to be performed.

- 13** We have not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests.
- 14** We confirm that we have read and understand the Concern Code of Conduct and associated policies, (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of our activities under any Concern supply, service or works contract.

Additionally we commit to abide by the points below:-

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

Environmental Standards

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

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

Yours Faithfully,

Name and first name: <[.....]>

Title: <.....>

Duly authorized to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company: