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## SLE 1047 National Tender

18 September 2018

### Invitation to Tender

### Supply of 4,000,000 pcs Polybags

**Our Reference no: SLE 1047/EU/PO5140/SPR #: 0000014**

Deutsche Welthungerhilfe

Country Office Sierra Leone  
59 Frazer Street, Off-  
Wilkinson Rd.

Freetown

Tel. +232 77 28 13 57

[www.welthungerhilfe.de](http://www.welthungerhilfe.de)

Dear Sir / Madam,

Welthungerhilfe (hereafter WHH) was established in 1962. It is today one of the largest German private organizations working in the area of development cooperation and humanitarian aid. The organization is non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund for our work in over 40 countries in Africa, Asia and Latin America. In addition, WHH receives grants from the Department for International Development (DFID), the Federal German Government, the European Union, the United Nations and the United States Agency for International Development.

Ursula Langkamp  
Manfred Bischofberger  
Country directors  
[Ursula.langkamp@welthungerhilfe.de](mailto:Ursula.langkamp@welthungerhilfe.de)  
[Manfred.bischofberger@welthungerhilfe.de](mailto:Manfred.bischofberger@welthungerhilfe.de)

Patron:  
Federal President Frank Walter Steinmeier

Supervisory Board (honorary):  
Bärbel Dieckmann, President  
Prof. Dr. Joachim von Braun, Vice-  
President  
Norbert Geisler, Chairman of the  
Finance Committee  
Amadou Diallo  
Rita Ianius-Heck  
Dr. Stephan Reimers  
Prof. Dr. Conrad Justus Schetter  
Dr. Tobias Schulz-Isenbeck

Secretary General: Mathias Mogge

Financed by the EU and aiming at Fostering Small Holder Agriculture in Sierra Leone (PRO-ACT 2015), WHH through its project SLE 1047 is currently in the market to purchase **4,000,000 (Four million) units of polybags.**

Donations account:  
Sparkasse KölnBonn  
Account No. 1115  
Sort Code 370 501 98  
IBAN: DE15370501980000001115  
BIC: COLSDE33

### Principal/Contracting Party:

Welthungerhilfe SLE 1047  
19 Reservation Road, Kenema, Sierra Leone  
Mobile number#: +232 77 541 339

### Participation:

The tender is open to interested eligible Business Enterprise/Companies or individuals that are legally registered in Sierra Leone.

### Submission of offer:

- All offers must be submitted in **hard copy and/or emailing (pdf format).**
- Valid documents to be submitted include: Tender document, Business registration and valid tax clearance certificate, WHH Supplier Qualification, price offer signed and stamped by an authorised person.
- For hard copy submissions, all document must be enclosed in a **sealed envelope and attached to at least 2 samples of polybags. The outside envelope/package must be labelled "Tender for the supply of polybags Ref. "SLE 1047/EU/PO5140/SPR #:0000014", to be opened only at tender opening"**
- Return address to be on the back of the envelope stating the full contact detail of the company, email address and phone number(s).
- For email submissions, the subject must state **"Tender for the supply of polybags Ref. "SLE 1047/EU/PO5140/SPR #:0000014". Clearly marked samples must be shipped to the address given below for inspection.**
- **All bids must be submitted to the addresses given below;**



Member of Alliance 2015,  
International NGO Network



### Place of submission:

#### Welthungerhilfe Kenema SLE 1047

Fostering Small Holder Agriculture in Sierra Leone (PRO-ACT)  
19 Reservation Road, **Kenema City, Sierra Leone**

Or



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**Welthungerhilfe Country Office, Freetown**

59 Freezer Street,  
Off Wilkinson Road, Freetown City, Sierra Leone

Or

Email to: [Franz.Moestl@welthungerhilfe.de](mailto:Franz.Moestl@welthungerhilfe.de)

**Latest submission date:**

On or before **05<sup>th</sup> October 2018 at 4:00 PM Sierra Leone time**. The timely submission of the bid shall be the sole responsibility of all bidder and late submission of bids will not be considered.

**Queries are sent to:**

— Welthungerhilfe SLE 1047 Logistics Department  
19 Reservation Road, Kenema, Sierra Leone  
Mobile #: +232 77 553 221

Or


Mobile #: +232 88 862 960  
E-Mail: [aloice.munyongani@welthungerhilfe.de](mailto:aloice.munyongani@welthungerhilfe.de)

**1. General remarks and special condition**

All offers for the Polybags must meet terms and conditions specified in the tender document. The quality and quantity must be in line with the specifications stated in this tender document. Additionally,

- WHH holds the right to make slight changes to the technical specifications if required.
- please indicate the current stock and location of the items in your offer as well as access possibilities for Welthungerhilfe to visit the manufacturing and or storage.
- the delivery point for the polybags will be **Welthungerhilfe office at number 19 Reservation Road in Kenema, Sierra Leone.**

**2. Specification/Quantity**

Pos.	Item Description	Specification	Quantity	Unit
1.	Polybags	 <p><b><u>Specification:</u></b>            Length - 21-23 cm            Width - 16-17 cm Width,            Package -100 pcs per packet and 5,000 pcs per bundle            Perforated at least 6 to 8 holes</p>	4,000,000	pieces



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- Polybags quoted for must be new. This means that they cannot have been used previously before delivery.
- Please note that at least two samples with the above specification of polybags **must** be submitted along with the bid document in a sealed envelope with the suppliers' name and address clearly marked on the envelope.
- Samples can be collected by suppliers after the evaluation and award of contract to the successful bidder(s).
- **The delivery cost (transport) must be stated separately in the quotation.**
- Supplier(s) offering polybags different from what is stated in this tender document must indicate that in the offer. Additionally, if the packaging arrangement is different to the requirement stated in this tender document, that must be clearly stated and the supplier must describe her own packing order.

### Participation:

This tender is open to interested eligible Business companies, or individuals, legally registered in Sierra Leone and in the region, with proven experience in supply of polybags and/or related products.

### 3. Language of bid:

All correspondence and documents related to the tender exchanged by the bidder and the Contracting Authority must be written exclusively in **English** language.

### 4. Contradiction or errors in the bid documents:

If the bidder notices contradictions or errors in the bid document or specifications that are unclear, the bidder must clarify the issue by making queries before the deadline for the submission of bid documents.

The principal hereby agrees to clarify all queries to all interested bidders upon request.

### 5. Alteration or withdrawal of bids:

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of the bid document. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in writing before the deadline.

The outer envelope must be marked '**Alteration**' or '**Withdrawal**' as appropriate.

No bid may be withdrawn in the interval between the deadline for submission and bid opening of bids and the expiry of the tender validity period. Any correction of information must be clear and is to be confirmed by signature, specifying the date.

### 6. Error in Calculation:

Bids submitted by interested bidders will be checked for any arithmetical errors in computation and summation.

Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount considered.
- Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken in to account.
- Amounts corrected in this way will be binding on the bidder. If the bidder does not accept them, its bid will be rejected.

### 7. General terms of contract

- The execution of service must be per the technical specifications of this tender document and must respect the norms and standards valid in the Republic of Sierra Leone.
- Welthungerhilfe may assign a technical representative to make a site visit to the manufacturing center in order to assess the quality of the product before delivery of the polybags to Kenema (deliver point)



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- Every modification of the contractual services or the delivery time schedule must be confirmed in writing, in the form of contract annexes, amendments or modifications. Verbal arrangements are not valid unless accompanied by writing within three (3) days of issuance of such an instruction.
- The contractual time schedule must be followed. Occasional rain, bad weather, holidays etc. and must be considered when the Contractor sets up his time schedule.
- **The same applies to technical problems with the vehicles and such factors will not be accepted as reasons for delay.**
- The Contractor will respect the rules of Welthungerhilfe during the time of the contract.
- He will be fully liable in case of accidents, damages etc. to his staff, workers and/ or third parties, during delivery the polybags.

#### **Terms and Conditions of Contract / Purchase Order:**

The granted contract/purchase order for the procurement of the stipulated goods is supposed to involve the application of the "Welthungerhilfe Terms and Conditions for International Procurement of Goods and Services." which can be accessed through the following web link:

<https://www.welthungerhilfe.org/news/publications/detail/terms-and-conditions-for-international-procurement-of-goods-and-services/>

#### **8. Delivery location, conditions and packaging:**

All deliveries must be based on DDP – Delivery Duty Paid to (Incoterms 2010): to Welthungerhilfe office in Kenema City, Sierra Leone. Loading, Transport and Insurance is assumed by the supplier to delivery point Welthungerhilfe office in Kenema. Additionally, the supplier is responsible for offloading and offloading cost upon arrival in Kenema.

#### **9. Packaging:**

The packaging must be appropriate to the size and weight of the items and meet ISO packing standards. The packaging should avoid transport damages and bad weather conditions. Packaging must be easy to offload by manpower.

Poly bags must be **packaged (5,000) pieces per bundle**. All packing bags must be woven nylon bags.

Supplier offering packaging different from what is stated in this tender document must clearly indicate and describe their packing order within their bid documents.

The full quantity of 4,000,000 pieces of polybags is expected to be delivered within 20 days after a firm order. Our preferred delivery schedule is as follows and is negotiable with the chosen supplier.

First delivery of 2,000,000 pcs polybags is expected within 15 days after firm order.  
Second and final delivery of 2,000,000 pcs is expected within 20 days after firm order.

**Please note** that if a supplier has the full quantity available and in stock and is able to deliver before the delivery time specified, it is acceptable and should be stated in the bid document when submitted.

#### **Delivery costs and packing must be included in the commodity price!**

Delivery must be announced to Consignee at least 24 hours in advance. Deliveries are only attended between 8:30 AM to 5:00 PM on official working days between Monday and Friday.

In the case of exceeding the delivery time by more than 20 days, Welthungerhilfe has the right to cancel the contract without any obligation of compensation towards the supplier.

#### **10. The financial offer should include:**

- Transportation cost to Kenema and must be stated separately



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- Labor for Offloading the 4,000,000 pcs Polybags
- Price quoted should be **inclusive of all taxes and 5.5% withholding tax will be deducted from the total value of the contract**, duties, clearance and other cost in accordance with the law of Sierra Leone.
- Payment of all taxes according to the law of Sierra Leone is the sole responsibility of the contractor
- Statement of validity of offer

#### 11. Duration of Contract:

The estimated duration of the contract proposed for the delivery of 4,000,000 pcs Polybags by WHH shall be within 30 calendar days period after signing the contract. If the contractor has a different duration, this must be stated in the offer.

#### 12. Prices:

All offered prices must be indicated in the **Sierra Leone Leones (SLL)** currency only. Quotations stated in other currencies will not be considered during the awarding process.

#### 13. Ordering/Contracting Party:

Welthungerhilfe Project SLE 1047  
ProAct 2015  
Kenema  
Contact no. +232 77 541 339

#### 14. INSPECTION AND ACCEPTANCE:

- WHH reserves the right to inspect and test all Goods ordered under this Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support to ensure that inspections can be performed in such a manner as not to unduly delay delivery.
- Acceptance of the goods by WHH shall not signify that the contractor has fulfilled its obligations as specified in the contract.
- Rejection:** WHH may reject any goods supplied hereunder that do not meet the contractual requirements or apply a penalty for goods not fully conforming to the contractual requirements as per articles 15 below (REMEDIES FOR DEFAULT and LIQUIDATED DAMAGES FOR DELAY, NONCONFORMING GOODS, SHORTFALLS). Rejection of the Goods shall be made as soon as practicable after delivery of the goods to their final destination. Neither an inspection carried out by representatives of Welthungerhilfe nor failure by Welthungerhilfe to inspect and accept or reject Goods shall relieve Contractor from responsibility for such Goods that are not in accordance with the Contract requirements, including warranties, or impose liabilities on Welthungerhilfe therefore.
- The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to Welthungerhilfe covering the Goods thereunder. Records of all inspection work by Contractor shall be kept complete and available to Welthungerhilfe during the performance of this Contract and for twenty-four (24) months after completion, if not otherwise specified in this Contract. Copies of all material certifications and test results will be submitted to Welthungerhilfe upon request.

#### 15. Remedies for default and liquidated damages for delay, nonconforming goods and shortfalls:

Contractor recognizes that this Contract concerns delivery of Goods where "time is of the essence" and that failure to deliver the Goods by the scheduled date(s) or in accordance with the quantities and/or quality specified in this Contract may cause irreparable harm to Welthungerhilfe. Consequently, subject to Article ("FORCE MAJEURE") if Contractor fails to deliver any or all the Goods or Services within the time period specified in the Contract or at the quantity or quality specified in this Contract, Welthungerhilfe may at its discretion, reject the goods in their entirety or in part and deduct liquidated damages from the total price of the goods not so rejected as set forth below:

- (1) for late delivery, a sum equivalent to 3/1000 per calendar day (from first day after offered delivery) of the total price of the Contract until actual delivery, up to a maximum deduction of 10% of the total price;
- (2) for nonconforming Goods or shortfalls in ordered quantities, a percentage determined to be equitable by WHH up to a maximum deduction of 10% of the total price for those quantities delivered.



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Liquidated damages claimed by WHH will be deemed accepted by the Contractor if not contested in writing within 30 days of receipt of payment from WHH. This remedy is without prejudice to any right or remedy that may be available to Welthungerhilfe, including cancellation, for Contractor's non-performance or breach of any term or condition of the Contract

**16. Consignee/notifying party:**

<p><b>Welthungerhilfe Kenema</b></p> <p><b>Attn.: Ibrahim Barrie, Logistics Officer</b>  SLE 1047 PRO-ACT 2015  19 Reservation Road, Kenema  Sierra Leone  Mobile #: 077 553 221 or 076-541 339  Email: <a href="mailto:ibrahim.barrie@welthungerhilfe.de">ibrahim.barrie@welthungerhilfe.de</a></p>	<p><b>Or</b></p>	<p><b>Welthungerhilfe, Country Office- Freetown</b></p> <p><b>Attn: Ibrahim Jalloh, Logistics Officer-SLE 1059</b>  59 Freezer Street  Off Wilkinson Road, Freetown  Mobile #: 077 264 230/099 667 402  Email: <a href="mailto:ibrahim.jalloh@welthungerhilfe.de">ibrahim.jalloh@welthungerhilfe.de</a></p>
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**17. Documents:**

Following valid documents must be submitted before tender closing:

- Written/printed quotation on company's letter head including technical data and presentation of the offered items, the validity period of the offer, delivery time, quantity available and in stock.
- The bid document must state GST. Copy of valid GST registration documents is required for the confirmation as GST registered member,
- Pre-qualification of suppliers (refer to Annex 1 Page I, 2,3)
- Business registration 2017/2018
- Tax clearance and certificate 2017/2018
- List of at least two references supplid with similar specification of poly bags

**Following documents must be submitted with the invoice before the execution of payment:**

- Original invoice (signed and stamped)
- Supplier delivery note (original copy, signed and stamped)
- WHH Good Receive Note and delivery note (Original, signed and stamped by consignee)

**18. Payment Conditions:**

Payment will be made by bank transfer within 20 working days after receiving of the documents mentioned above and upon delivery of full ordered goods (polybags) by Welthungerhilfe. Fluctuations in market prices must be compensated by the supplier to his own benefit or loss. VAT, GST and other taxes must be indicated.

**19. Termination Criteria:**

- The contract will be terminated for the following reasons:
- Delivery of substandard specification other than what is specified in the tender document.
- Delivery time exceeding more than 20 working days beyond final agreed delivery date.
- Gross dishonesty and or War, whether declared or undeclared, invasion, rebellion or civil disturbance and natural disaster, which may render the performance of this contract impossible.

**20. Selection Criteria**

Welthungerhilfe will prioritize the quotations as follows:

Tenderers not providing the requested quotation duly signed and stamped as stated in the tender document will be by automatism excluded from this competition.

The following ranking criteria's will be considered for the contract granting:

- 20% delivery delay/delivery schedule,
- 75% price





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- 5% proven experience in supply of same type of poly bags

The evaluation of the competence, capability, work experience will be conditioned with the performance documented in the technical offer and recommendation from references.

The assigned points per listed criteria will be calculated in reference to the obtained proportion from the best offers criteria's results in comparison to the offered value per criteria multiplied by 10 in order to obtain a grading scale per criteria in between 1 to 10 points per ranking criteria.

## 21. Performance bond

The Contractor shall, together with the return of the countersigned Contract, furnish to the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be 20% (twenty percent) of the total contract value.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform its contractual obligations under the contract.

The performance guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. (i.e. **corresponding with Eco bank in Sierra Leone.**)

The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favor of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

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. Prior to 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 performance bond must be provided not later than 7 days after firm order. In case that the performance bond is not supplied within the requested delay, the contract will be considered null and void.

## 22. NOTICES AND COMMUNICATIONS:

All notices and other binding communications shall be in English, or the language of the Contract, and shall be deemed to be validly given if sent by registered mail, by fax, by email with return receipt or by cable to the other party at the address or numbers of either party as indicated in the Contract.

## 23. LABOUR CLAUSE:

Contractor shall:

- respect the prohibition of child labor as defined by ILO (ILO defines "child labor" as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: is mentally, physically, socially or morally dangerous and harmful to children; and interferes with their schooling by: depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work), or below 14 years of age or the minimum age for employment permitted by law or the age of the end of compulsory schooling in the area in question, whichever is the higher;
- respect the prohibition of forced or compulsory labor in all its forms;
- respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- ensure equality of opportunity and treatment in respect of employment and occupation;
- ensure fair and reasonable conditions of safety, health and welfare.



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Contractor guarantees that neither Contractor's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is/are engaged in the sale or manufacture of anti-personnel mines or of components primarily utilized for the manufacture of anti-personnel mines. Any breach of these obligations and warranties shall entitle WHH to terminate the purchase order immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of WHH.

Deutsche Welthungerhilfe  
Country Office Sierra Leone

(This tender document is valid without signature)

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## Annex 1: Supplier qualification for all procurements starting from € 5,000.00

### Page 1/3

Company Name	
Legal Form	
Founded (Year)	
Established in (Country)	
Bank Details (Account Holder, Bank Name, IBAN, BIC, Swift, Currency)	
VAT-Registration Number	
Physical Address	
Name of Chief Executive Officer (CEO)	
Place and Date of Birth of CEO	
Name of Owner	
Place and Date of Birth of Owner (if individual)	
Website	
Sales & Marketing Contact	
Range of Services provided by the Company (Company Portfolio)	



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For internal use of WHH only	
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## Welthungerhilfe Supplier Qualification Form

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### 2. Policy Statement of Welthungerhilfe

#### a. Welthungerhilfe supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](#) in the areas of [human rights](#), [labour](#), [environment](#) and [anti-corruption](#).

##### Human Rights

- [Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and
- [Principle 2](#): make sure that they are not complicit in human rights abuses.

##### Labour

- [Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- [Principle 4](#): the elimination of all forms of forced and compulsory labor;
- [Principle 5](#): the effective abolition of child labor; and
- [Principle 6](#): the elimination of discrimination in respect of employment and occupation.

##### Environment

- [Principle 7](#): Businesses should support a precautionary approach to environmental challenges;
- [Principle 8](#): undertake initiatives to promote greater environmental responsibility; and
- [Principle 9](#): encourage the development and diffusion of environmentally friendly technologies.

##### Anti-Corruption

- [Principle 10](#): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:

<https://www.unglobalcompact.org>

#### b. Welthungerhilfe (WHH) renounces all forms of terrorism and money laundering

Welthungerhilfe renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, Welthungerhilfe is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of Welthungerhilfe to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, Welthungerhilfe will match their suppliers



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and Service providers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and service providers agree to this.

## Welthungerhilfe Supplier Qualification Form

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### 3. Supplier Declaration

We, \_\_\_\_\_ (name of company) hereby declare that

- a) we are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
- b) we have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- c) we comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed. We assure that we will comply with the legislation applicable and common standards in terms of wages, social legislation and occupational safety and health.
- d) we have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the International Humanitarian Aid Community,
- e) no serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the International Humanitarian Aid Community,
- f) we are providing you with all the information required in connection with participation in a tender,
- g) in respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
- h) we have not been excluded as a contract partner by the European Community due to ethical issues,
- i) we assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
- j) we respect basic social rights and condemn child labor,



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k) we are informed that Welthungerhilfe will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union.

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Date, Company Name, Signature of Owner of CEO, Name in Block letters, Stamp<sub>[AM1]</sub>

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