

## TERMS OF REFERENCE

### **COBG06056 PROCUREMENT OF CONSULTING SERVICES FOR THE DESIGN AND DEVELOPMENT OF A NUTRITIONAL ASSESSMENT UNDER THE SMART METHODOLOGY AND RESULTS REPORT, IN COLOMBIA**

#### **I. BACKGROUND**

Action Against Hunger is an international humanitarian organization that leads the fight against hunger worldwide. We have been working in more than 50 countries for over 40 years. We are determined to pursue our goal of predicting, treating and preventing the causes and consequences of hunger. We are apolitical, non-denominational, neutral and independent.

In Colombia, we began our activities in 1998. Year after year, we renew our commitment to the fight against hunger, prioritizing our work with migrant and refugee populations at risk of exclusion, displaced and confined populations, and those with specific protection needs. We have coverage in areas of difficult access, affected by conflict and armed violence, with priority attention to women and children.

In 2023, Acción contra el Hambre Colombia benefited 130,238 people in the sectors of Food Security and Livelihoods, Health and Nutrition, Water, Sanitation and Hygiene, and Disaster Risk Management. Through our coverage in the Caribbean, Central, South Amazon and Eastern Orinoco regions, we have provided a timely and quality response in the strategic areas of migration, emergencies and development.

Our actions are financed with funds from international cooperation, public and private funds. We work with and for the communities, save lives, strengthen capacities and systems. We produce valuable information through solid evidence to continue to be a leading voice in the fight against hunger.

During 2023 a SMART survey was conducted among Action Against Hunger Foundation and Save the Children Foundation in the municipalities of Uribia and Maicao in La Guajira, Tibu in Norte de Santander, the most relevant data are summarized below. The prevalence of stunting in Norte Santander (Tibu) was 26.5% interpreted as high (20.0-<30.0) while in Arauca (Tame) the prevalence of stunting was 10.4% interpreted as medium (10-<20). In Valle del Cauca (Buenaventura) the prevalence of stunting was 8.0% interpreted as low (2.5-<10) based on WHO/UNICEF classification thresholds on prevalence of stunting. The prevalence of severe stunting in La Guajira (Maicao la Pista and Uribia), Norte Santander (Tibu), Arauca (Tame) and Valle del Cauca (Buenaventura) was 26.5%, 15.6%, 4.8%, 0.0% and 1.1% respectively.

Conferring to Maternal Nutrition Status (MUAC) among Women of Reproductive Age (WRA 15-49 years), the same assessment illustrated that, despite majority of the WRA aged 15-49 years were categorised in the normal MUAC category, a significant proportion of them were at risk of malnutrition at 7.4%, 6.3%, 10.5%, 10.0%, and 5.3% in Arauca, La Guajira (Maicao – La Pista), La Guajira (Uribia), Norte Santander (Tibu) and Valle del Cauca respectively. The survey findings also revealed that 2 survey areas that is La Guajira (Maicao – La Pista), and Norte Santander (Tibu) reported wasting prevalence among WRA by MUAC of 1.7% and 1.2%

The nutritional survey we want to develop during 2024 will be carried out in association with UNICEF Colombia, with whom we will share technical supervision responsibilities.

Within the framework of our response actions in the health and nutrition sector in Colombia, it is planned to carry out a SMART nutritional survey in the municipalities of Uribia in La Guajira department, in the municipality of Puerto Carreño in Vichada department, in the municipality of Alto Baudó and Bagadó in Chocó department.

## ORGANIZATIONAL APPROACH

For Action Against Hunger and UNICEF, it is of high importance:

- ✦ Cross-cutting gender approach in all its interventions elements that contribute to change current gender relations to reduce gender inequalities and discrimination of women in context that make them more vulnerable; redistributing resources, participation and responsibilities between men and women; and promoting women's capacities and skills for leadership.
- ✦ Recognize the diversity and plurality of indigenous peoples and Afro descendants displaced and/or at risk of displacement that inhabit the territory; respect the cosmovision, all beliefs, traditions and spiritualities that frame the ethnic diversity of the territories.
- ✦ Respect for the environment. All the actions that the present contract can make available for its care will be positively valued.
- ✦ Do No Harm: the collaborative work with the Community Action Boards, and the approach and involvement of governmental and non-governmental institutions, helps to identify actions adapted to the needs of the communities and increases the possibility of their sustainability.

## II. CONTRACT PURPOSE

Therefore, bidders must consider this organizational value framework and guarantee that it governs and is applied in their bid and in the course of the work or service provision.

Hire for 5 months services for the development of a SMART nutritional survey, for populations under 5 years of age, pregnant and lactating women in the municipalities of Uribia, Puerto Carreño, Alto Baudo and Bagadó.

### III. LOCATION

The SMART will be carried out in the municipalities of Uribia (Guajira); Puerto Carreño (Vichada); Alto Baudo and Bagadó (Chocó).

The municipalities selected for this purpose are associated with nutritional information gaps, the lack of nutritional information, the need for this exercise and the presence of Action Against Hunger in such a municipality.

### IV. TECHNICAL AND METHODOLOGICAL SPECIFICATIONS

Within the framework of the nutrition response in emergencies in Colombia, a consultancy has been planned to assess the nutritional status in the the municipalities of Uribia (Guajira); Puerto Carreño ( Vichada); Alto Baudo and Bagadó (Chocó).

The study seeks to identify the nutritional status, under the SMART methodology, of the migrant and local populations in the departments of the municipalities. For this, it is proposed to analyze:

- ✿ The nutritional status of children from 6 to 59 months of age (including indicators of malnutrition due to excess and deficiency), using the SMART methodology.
- ✿ The nutritional status of women of reproductive age from 15 to 49 years of age and of pregnant and lactating women (including indicators of excess and deficiency malnutrition).
- ✿ Mortality in children under 5 years of age.
- ✿ Breastfeeding and complementary feeding practices for children from 0 to 23 months of age and access to counseling and/or health education in ALNP.
- ✿ The diversity and frequency of the diet in children under 5 years of age, pregnant people, and lactating people.
- ✿ Vaccination rate.
- ✿ Access to health and nutrition services at the local level (access to treatment services for acute malnutrition, access to prenatal control programs).
- ✿ Context conditions and access to essential services associated with acute malnutrition.

The evaluation focuses on children under 5 years of age, pregnant and lactating people, migrants from Venezuela and local population in the municipalities. The definition of the scope, representativeness, and specific points for the collection of information will be defined together with the national technical committee, the technical team in the study areas of Action Against Hunger and UNICEF, in accordance with the identified needs (higher prevalence of acute malnutrition) and information gaps in this regard.

The design of the protocol for the evaluation and plan of activities will be led by the SMART consultancy. The information will be reviewed and approved by the national health and nutrition technical committee and the technical coordination of health and nutrition of Action Against Hunger. The local Action Against Hunger teams will support the approach, presentation, and coordination of spaces in the required areas.

The training of the personnel that will collect the data, pilot tests and data collection in the field will be led by the SMART consultancy. Action Against Hunger will have anthropometric equipment, the personnel required to collect the data.

The consultancy will keep the Technical Committee informed of progress and developments as well as of the final presentation of the project.

The consultancy will accompany the spaces for review and presentation of progress and results with UNICEF, technical committee, and team of Action Against Hunger Colombia.

## V. DELIVERABLES

1. Study protocol document, with objectives, theoretical and regulatory justification, methodology (including the selection of areas, sampling according to the SMART methodology, analysis plan, collection instruments and annexes), schedule and logistical requirements for the development of the evaluation in the six municipalities of of Uribia, Puerto Carreño, Alto Baudo and Bagadó.
2. Document that reports on the training process of the local teams that will collect the data in each municipality that is the object of this consultancy.
3. Document that reports on the lead and monitor the standardization test and data collection in the field.
4. Classification and delivery of supporting documents and information for the study: Secondary sources review matrix, properly completed questionnaires, properly completed, and signed informed consent form, ENA files per day, complete information database, audiovisual material raised, or others defined for the study.
5. Delivery of the report on the closure of the information collection process, with a summary of the clusters visited, teams supervised, problems encountered in data collection, challenges, and points of improvement for the coordination process, at the end of the data

collection stage.

6. Databases used for the analysis process.
7. Data analysis and delivery of the final study report document in English and Spanish, in the Action Against Hunger format, with:
  - a. The methodological detail of the collection of information defined for the study (scope and limitations), by municipality and in general.
  - b. The results and analysis of results by municipality and in general.
  - c. The discussions and conclusions, based on the results of the study and secondary information relevant to the study.
  - d. The recommendations for the response in health and nutrition, based on the results and conclusions of the study, by municipality and in general.
8. Presentation of the results of the study to Action Against Hunger, the technical committee, the pertinent national and local authorities. This presentation must include the following documents:
  - a. Executive summary of the final report in Spanish and English.
  - b. Presentation with the different sections of the report (municipal and national results).

For more information, review Annex C (model to present the proposal).

## VI. REQUIRED PERSONNEL AND/OR WORK EQUIPMENT

For the development of the SMART survey, Action Against Hunger and its partners will have a team per municipality, made up of:

- A SMART supervisor.
- Two anthropometrists.
- A pollster.

The teams will monitor the data collection process and will be supervised by Action Against Hunger with UNICEF, it depends on the specific context or situation. The SMART management consultancy will guide the process and guarantee the proper execution of the actions associated with the gathering of information.

## VII. SCHEDULE

| ACTIVITIES                                                                                             | Month 1 |    |    |    | Month 2 |    |    |    | Month 3 |     |     |     | Month 4 |     |     |     | Month 5 |     |     |     |
|--------------------------------------------------------------------------------------------------------|---------|----|----|----|---------|----|----|----|---------|-----|-----|-----|---------|-----|-----|-----|---------|-----|-----|-----|
|                                                                                                        | S1      | S2 | S3 | S4 | S5      | S6 | S7 | S8 | S9      | S10 | S11 | S12 | S13     | S14 | S15 | S16 | S17     | S18 | S19 | S20 |
| Recruitment: Hiring of SMART Manager. Hiring of survey team. Training workshop and survey application. | █       | █  | █  | █  |         |    |    |    |         |     |     |     |         |     |     |     |         |     |     |     |
| Survey Protocol: Survey Design - Unicef Sample Frame Approval                                          | █       | █  | █  | █  |         |    |    |    |         |     |     |     |         |     |     |     |         |     |     |     |
| Data collection: Field work                                                                            |         |    |    |    | █       | █  | █  | █  | █       | █   | █   | █   | █       | █   | █   | █   |         |     |     |     |
| Survey Results: Data Analysis                                                                          |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     | █       | █   |     |     |
| Document report. Writing and agreement of the final report document.                                   |         |    |    |    |         |    |    |    |         |     |     |     |         |     |     |     | █       | █   | █   | █   |

## VIII. RESPONSABILITIES

1. Comply with and maintain during the entire execution of the contract the personnel presented in the bid.
2. Carry out all activities in accordance with the provisions of Chapters V and VI.
3. To ensure the integral care of its health, and that of its workers and/or contractors when necessary.
4. To have the necessary personal protection elements to carry out the contracted activity, for which it shall assume the cost thereof.
5. To inform the contractors of the occurrence of incidents, work accidents and occupational diseases.
6. Participate in Prevention and Promotion activities organized by the contractors, ARL, Copasst.
7. Comply with the rules, regulations and instructions of the Occupational Health and Safety Management System.
8. Know and abide by the principles, policies and protocols of Action Against Hunger and take all appropriate measures to prevent sexual exploitation or abuse of any of its employees or persons engaged to provide any services arising from this process. The granting of money, goods, services, preferential treatment, employment opportunities or other advantages in exchange for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; the abuse of a position of vulnerability, a

- relationship of unequal power or a relationship of trust for sexual purposes; and physical contact of a sexual nature imposed by force or under unequal or coercive conditions. 2. Any sexual activity with a person under the age of 18 years ("minor").
9. Read, accept, fill out and sign the ToR and the following annexes: (Annex A) Good practice regulation, (Annex B) Declaration of conformity and commitment to respect the ethical code of action against hunger, (Annex C) financial offer for the process (optional).
  10. In the execution of all its activities, comply with the applicable regulations regarding the Protection of Personal Data at the national level, regulated by Law 1581 of 2012 and applicable Decrees, European Union legislation regulated by the EU Data Protection Regulation 2016/679, and full compliance with the Personal Data Protection Policy of Acción contra El Hambre, which can be consulted at: <https://www.accioncontraelhambre.co/politica-privacidad/>.
  11. Coverage of costs for food, transportation, accommodation in/near the project implementation site shall be borne by the contractor.
  12. To dispose of its resources for the proper execution of the contract and in the terms established herein.
  13. Maintain an attitude of commitment in their professional performance.
  14. At the time of preparing the economic proposal, the bidder must contemplate the costs of materials, equipment and tools, transportation, contingencies, policies and other supplies required to comply with the purpose of the contract, within the terms established by Fundación Acción contra el Hambre.
  15. To supply, both in quality, quantity and time, at its own risk and expense, all personnel and elements necessary for the execution of the activities foreseen.
  16. To be and remain affiliated to the Social Security Health System and ARL at its own risk, settling and paying the contributions according to the income received, during the term of this contract and regularly submit to the contractor a copy of the corresponding receipts, thus ensuring its safety and that of its work team.
  17. Comply and obligatorily abide by all the safety rules transmitted by the designated Action Against Hunger managers during the field visit and in the local offices.
  18. Submit reports in the terms agreed with Action Against Hunger and as stipulated in the terms of reference.
  19. Comply with the instructions or guidance of the staff in charge of Action Against Hunger supervision.
  20. The intellectual property of the products stipulated in these ToR (if applicable) will be shared between the expert and Action Against Hunger. The rights of use are solely held by Action Against Hunger and the donor. Such as the preliminary report of findings and the technical report of maintenance activities performed.
  21. The selection criterion of the contractor or proposal will be the one that meets the technical, legal and financial conditions and also presents the most favorable economic offer.

## RESPONSIBILITIES OF ACCIÓN CONTRA EL HAMBRE:

Action Against Hunger, will have a supporting role to the process as follows: (those below are only an example, please specify according to each contract).

- ✿ Provide institutional accompaniment to facilitate visits and presence in the area, if required for consulting or any specific service.
- ✿ Provide the CONTRACTOR with the Final Approval by the corresponding professional designated by Acción contra el Hambre, of the delivery of the final product in accordance with the contract.
- ✿ Pay for the service rendered in the amount and within the terms established in the following chapter.
- ✿ Carry out the required validations and feedback in the required times in an agile and efficient manner.

## IX. PAYMENTS

Action Against Hunger will receive technical-economic proposals according to the information provided in this ToR document, which, when negotiated, will be paid for the service as follows:

1. Before signing the contract, the consultant must prepare a technical proposal, with the logistical and financial requirements, which must be submitted and validated by Action Against Hunger and must include the methodology and execution time, considering what is expressed in this document.

2. Deliverables and reports for payment must be presented in the project template, taking into account the branding handbook, in addition to:

- ✿ Project name
- ✿ Name of the company or consultant responsible
- ✿ Name of the person responsible for the implementation of the study
- ✿ Activities
- ✿ Recommendations and conclusions
- ✿ Date of submission of the report
- ✿ Annexes to be submitted, in accordance with section V.
- ✿ Photographic record and/or evidence of the activities.

3. Payments will be made as follows:



- ✦ A first payment of 30% for the presentation and approval of the first advance of the study protocol document, with background, theoretical, normative, and methodological framework (including sampling, analysis plan and annexes), the schedule and logistical requirements for the development of the evaluation in the two departments.
- ✦ A second payment of 30% for the presentation and approval of the second, third and fourth advances of the final report document of the study, with the expected results of section V and the items detailed in section V.
- ✦ Final payment of 40% for deliverables No. 5 (presentation documents specified in section V), their approval and socialization with Action Against Hunger and relevant national and local authorities.

### Items to consider:

- ✦ The company or consultant must submit the corresponding invoices and/or accounts receivable for each payment, with the required supporting documents.
- ✦ Payments will be made once the expected products indicated in section V of this document are delivered and validated by the coordination and the technical review committee.
- ✦ For the final payment, the consultant must obtain the written approval of the technical coordination of health and nutrition and the person responsible for health and nutrition for the SMART survey in Colombia.
- ✦ Payments will be subject to legal deductions, corresponding to professional fees and financial costs for transfer of funds, whether national or international.

## X. REQUIREMENTS

Bachelor of health science with postgraduate degree in epidemiology or public health.

Demonstrated knowledge and experience:

- ✦ Training in nutritional assessments under SMART methodology and use of ENA Software.
- ✦ Experience in the planning, implementation, and analysis of nutritional assessments under SMART methodology and use of ENA software.
- ✦ Minimum experience of 3 years in implementation or participation in nutrition and/or migration research projects and/or contracts.
- ✦ Knowledge of mixed research methodologies and statistical data analysis.
- ✦ Field research experience in vulnerable and disaster-affected areas/communities

- ✿ Management of basic Office package (Word, Excel, Power Point).
- ✿ Management of nutritional software (Anthro, Anthro Plus) and/or data analysis programs (SPSS, Epi Info, Stata)
- ✿ Knowledge of the population to be evaluated will be valued.
- ✿ Languages required for dialogue, coordination, and production of documents:
- ✿ High/advanced English
- ✿ Fluency in Spanish will be appreciated.

#### Desirable

- ✿ Work with humanitarian and/or international cooperation organizations.
- ✿ Knowledge and application of gender, ethnicity, age, environment, and protection approaches, as well as the rights approach, particularly in relation to conflict dynamics and peace building.

## XI. PRESENTATION OF PROPOSALS

All offers must be sent via e-mail María Alexandra Donoso [adonoso@co.acfspain.org](mailto:adonoso@co.acfspain.org)

Purchase Dossier Reference: COBG06056

Terms of Reference: PROCUREMENT OF CONSULTING SERVICES FOR THE DESIGN AND DEVELOPMENT OF A NUTRITIONAL ASSESSMENT UNDER THE SMART METHODOLOGY AND RESULTS REPORT, IN COLOMBIA.

Contact name: María Alexandra Donoso

E-mail: [adonoso@co.acfspain.org](mailto:adonoso@co.acfspain.org)

## XII. DOCUMENTATION REQUIRED FOR THE PROPOSAL SUBMISSION

The person (natural or legal) must submit to Action Against Hunger the following documents:

Legal documents:

- ✿ Copy of the identity document of the natural person or legal representative (legal persons).
- ✿ Copy of tax registration document
- ✿ Bank certificate

- ✦ Copy of certificate of commercial registration
- ✦ Copy of the latest financial statements

Personal background information:

- ✦ Certificate of disciplinary, criminal, contractual and tax background.

General documents:

- ✦ Certificates of execution of contracts that support the requested experience.
- ✦ CV of the professionals required in these ToR / Company Portfolio.
- ✦ Annex A: Regulation of Good Business Practices, completed and signed by the natural person or legal representative in case of a legal person.
- ✦ Annex B: Declaration of conformity and commitment to respect the code of ethics of Action Against Hunger, completed and signed by the natural person or legal representative in the case of a legal person.
- ✦ Annex C: Technical and economic offer must be in its official quotation format signed by the natural person or legal representative in the case of a legal person.

Evaluation proposal to be executed, with schedule and budget.

### XIII. PROCESS SCHEDULE

| ACTIVITIES                                                   | DATE       |
|--------------------------------------------------------------|------------|
| Date of ToR publication                                      | 05/06/2024 |
| Deadline for questions and comments to Action Against Hunger | 07/06/2024 |
| Deadline for receipt of proposals                            | 08/06/2024 |
| Date of review of proposals received                         | 11/06/2024 |
| Date of final communication to bidders                       | 21/06/2024 |
| Date estimated for contract signature                        | 24/06/2024 |

Dates are subject to change or eventuality; in which case they will be communicated, and new dates will be proposed.

### Questions and Comments

If Action Against Hunger, on its own initiative or in response to the request of a potential contractor, provides additional information on these terms of reference, it must send such information in writing and at the same time to all potential consultants.

Potential consultants may send written questions to: [adonoso@co.acfspain.org](mailto:adonoso@co.acfspain.org) until 07/06/2024 specifying the file reference (COBG06056) and the title of the terms of reference: CONTRACTING OF CONSULTANCY SERVICES FOR THE DESIGN AND DEVELOPMENT OF NUTRITIONAL EVALUATION UNDER SMART METHODOLOGY AND RESULTS REPORT, IN COLOMBIA.

| <b>DRAFTED BY:</b>                                              | <b>TECHNICAL APPROVAL:</b>                                                 |
|-----------------------------------------------------------------|----------------------------------------------------------------------------|
| Name: María Alexandra Donoso<br>Position: Logistics Officer UGC | Name: Liliana Andrade Forero<br>Position: Health and Nutrition Coordinator |
| Signature:                                                      | Signature:                                                                 |

| <b>LOGISTICAL APPROVAL:</b>                                              |
|--------------------------------------------------------------------------|
| Name: Jennifer Alejandra Melo<br>Position: Logistics and Support Manager |
| Signature:                                                               |

## ANNEX A

### REGULATION OF GOOD PRACTICES IN THE BUSINESS OF ACTION AGAINST HUNGER

Action Against Hunger works to address the causes and effects of hunger and life-threatening diseases among vulnerable children, women and men. We are, since our creation in 1979 in France, a non-governmental, non-political, non-denominational and non-profit organization.

**This Good Business Practice Regulation is the basis for the professional relationship between Action Against Hunger and suppliers.**

**These are the valid general rules, unless other particular conditions are mentioned in the contract. In case of conflict of terms between the documents, the contract conditions of the tender dossier shall prevail over this Good Business Practice Regulation.**

### PRINCIPLES OF THE PROCUREMENT PROCEDURE

Action Against Hunger has transparent procedures for awarding markets. Its essential principles are:

- ✿ Transparency in the procurement process.
- ✿ Proportionality between the procedures followed for awarding contracts and the value of the markets.
- ✿ Equal treatment of potential suppliers

Common criteria for selecting a supplier are:

- ✿ Authorization to operate in the market.
- ✿ Financial capabilities
- ✿ Economic capabilities
- ✿ Technical expertise
- ✿ Professional capabilities

The common criteria for awarding a market are:

- ✿ Automatic award (cheapest bid that satisfies all requirements).
- ✿ Best value for money (price/quality ratio)

### **MALPRACTICE, INELIGIBILITY AND EXCLUSION**

Action Against Hunger considers the following behaviors of malpractice, as a valid reason for systematic exclusion from the market award procedure and reason for termination of all professional relationships and contracts:

- ✿ Fraud defined as any act or omission in relation to
  - The use or submission of false, incorrect or incomplete statements or documents that have the effect of misappropriating or improperly withholding Action Against Hunger or institutional donor funds.
  - Failure to disclose information, with the same effect.
  - Misuse of such funds for purposes other than those for which they were originally granted.
- ✿ Active corruption: deliberately promising or offering advantages to an official so that he/she acts or fails to act according to his/her duties, to harm or attempt to harm the interests of Action Against Hunger or institutional donors.
- ✿ Collusion: coordination of enterprises of a competitive nature, with the likely result of higher prices, limited production and higher profits for the colluding companies than would otherwise be the case. Collusive behavior is not always based on the existence of explicit agreements between companies, as it can be tacit.
- ✿ Coercive practices: harming or attempting to harm, directly or indirectly, persons or their property in order to influence their participation in a bidding process, or to affect the execution of a contract.
- ✿ Bribery: offering Action Against Hunger personnel, national or expatriate, monetary or any other type of gifts to obtain additional markets or to continue with a contract.
- ✿ Participation in a criminal organization or in illegal activities of any other kind, as determined by a court ruling by the U.S. government, the EU, the UN or any other donor funding Action Against Hunger.
- ✿ Immoral practices with human resources: exploitation of child labor and non-respect of fundamental social rights and working conditions of workers or subcontractors

Action Against Hunger will exclude from a bidding process any candidate or bidder who is found to be in one of the following cases:

- ✿ In a situation of insolvency or liquidation, with administrative matters in court, in negotiations with creditors, in suspension of business activities, in a situation of being subject to proceedings in relation to these matters, or in any other analogous situation arising from a similar process contemplated by national legislation or regulations.

- ✦ Having been convicted of an offense related to professional conduct by a court of law with the value of *res judicata*.
- ✦ Have been found guilty of professional misconduct proven by any means that Action Against Hunger can justify.
- ✦ Not having fulfilled the obligations related to the payment of social security contributions or taxes according to the legal provisions of the country in which it is established or of those countries where Action Against Hunger missions are operating or of those countries where the contract is to be executed.
- ✦ Have been the subject of *res judicata* proceedings for fraud, corruption, participation in a criminal organization or any other illegal activity detrimental to the financial interests of the Community.
- ✦ Having been declared in serious breach of contract for failure to comply with its contractual obligations in a previous bidding procedure.

Action Against Hunger will not award contracts to candidates or bidders who, during the tendering process:

- ✦ Are subject to conflicts of interest.
- ✦ They are guilty of misrepresentation in providing Action Against Hunger with the information requested as a condition of participation in the contract or award procedure at the time of providing this information.

## **MALPRACTICE, INELIGIBILITY AND EXCLUSION**

Action Against Hunger will immediately inform institutional donors and provide all relevant information in the event that a supplier, candidate or bidder is involved in corrupt, fraudulent, coercive or similar practices.

Furthermore, contractors agree to grant the right of access to their financial and accounting documents to representatives of Action Against Hunger's institutional donors for the purpose of controls and audits.

Documents to become a supplier

The following is the minimum documentation that a supplier or contractor working for Action Against Hunger will have to provide:

- ✦ National personal identity card of the supplier/company representative.
- ✦ Company status and registration.
- ✦ Mission order or power of attorney authorizing the representative to contact.

Important note: Additional documentation may be requested for a specific market.

In addition, the contractor must have the ability to provide at least: invoice, receipt, way bill (or waybill), provide a tax exemption certification, certify documents with official stamp.

#### Anti-Corruption Policy

If you believe that the actions of someone (or a group of people) working as employees or volunteers in Action Against Hunger programs are responsible for violating the above rules, a report should be sent through the whistleblower channel.

To facilitate handling, reports should contain as much accurate information as possible; name and contact details are optional but recommended. All reports are treated confidentially as permitted by law. Action Against Hunger will make all reasonable efforts to preserve the confidentiality of the reporter and to protect future reporters from any possible retaliation.

Reports are sent as follows: in writing to the e-mail address [pqr@co.acfspain.org](mailto:pqr@co.acfspain.org); or via telephone +**01800 5189758**.



## TO BE COMPLETED BY SUPPLIERS

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I, the undersigned... *name of representative...* representative of... *name of company...* certify that I have read and understand these rules.

On behalf of the company I represent, I accept the terms of the Action Against Hunger Good Business Practices Regulation and commit to achieve optimum performance in the event that *...name of company...* is awarded a market.

By signing this document, I certify that *...name of company...* has not provided, and will take all necessary steps to ensure that it does not and will not knowingly provide material support or resources to any company or entity that is or becomes responsible for, supports, facilitates or participates in acts of fraud, active corruption, collusion, coercive practices, bribery and is part of a criminal organization, is involved in illegal activities or immoral HR management practices, such as the hiring of minors and the lack of respect for fundamental social rights and working conditions or standards as defined by the International Labor Organization (ILO), in particular with respect to non-discrimination, freedom of association, payment of the national legal minimum wage, forced labor and respect for working conditions and hygiene.

Finally, I certify that... *company name* is not involved in any legal proceedings or action on behalf of the company, or on behalf of any other person or entity, against the company, for fraud, corruption, bribery, bribery, or any other illegal activity and that it has not been convicted of these practices on any occasion.

All of the supplier's responsibilities mentioned herein extend to any affiliated and subsidiary suppliers.

Name:

Date:

Position:

Seal:

Signature:

## ANEXO B

### DECLARATION OF CONFORMITY AND COMMITMENT TO RESPECT THE CODE OF ETHICS OF ACTION AGAINST HUNGER

I, \_\_\_\_\_ identified as it appears at the bottom of my signature, certify that I have read and understood the policies and codes of the Action Against Hunger Foundation, which are listed below:



[Code of Ethics for Action Against Hunger \(see online document\) and the Safeguarding Policy.](#)



[Code of conduct for suppliers and contractors.](#)



[Privacy policy and protection of personal data.](#)



[Anti-Bribery Policy, Corruption and Abuse of Power.](#)



[Safeguarding-Policy](#)

In accordance with what is detailed in the sections of chapter VIII (Responsibilities) of the terms of reference, I accept the terms and conditions of the Code of Ethics and policies of Action Against Hunger, I commit myself to achieve the best results in case I am awarded this contract.

Furthermore, I certify that I am not in any of the conditions mentioned in the terms of reference: misconduct, ineligibility and exclusion.

For the record signatures

Date:

Name:

Signature:

## ANNEX C

### Financial offer presentation form to be submitted in its official quotation format.

Date, city

Subject: Financial offer for the process \_\_\_\_\_

Dear:

Action Against Hunger

According to the invitation, I, the undersigned, \_\_\_\_\_, as \_\_\_\_\_, of the company \_\_\_\_\_ declare that I have read these terms of reference and certify that my technical and financial proposal has taken into account all technical, financial and legal aspects, I submit a financial offer for the value of (\_\_\_\_\_), with a validity of \_\_\_\_\_ calendar days.

Detail the form of payment

| ITEM | DESCRIPTION | UNITY | QUANTITY | UNIT PRICE | PARTIAL PRICE |
|------|-------------|-------|----------|------------|---------------|
|------|-------------|-------|----------|------------|---------------|

Subtotal

In case of legal person add legal costs (APPLICABLE TAXES)

\_\_\_\_\_

Signature

I.D.

Phone:

Address:

E-mail