



TENDER DOSSIER FOR TREE PLANTATION INITIATIVES OF AFGOYE TOWN, MAREEREY, AND LAFOOLE SETTLEMENTS.

**TENDER NOTICE
REFERENCE:**

SHACDO/SOM/SR-001845/MAY/2025/8204-EU-NEGAAD PROJECT

MAY 2025

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Section 1: Letter of invitation To tender

Date: 21st May 2025,
Tender Ref: SHACDO/Som/SR-001845/May/2025/8204-EU-NEGAAD Project

Dear, _____

SUBJECT: INVITATION TO TENDER FOR PURCHASE AND SUPPLY OF TREE PLANTATION AND DISTRIBUTION FOR SHACDO TO DELIVER COMMUNITIES IN AFGOYE TOWN, MAREEREY, AND LAFOOLE SETTLEMENTS.

We are pleased to invite you to submit a Tender for the purchase and supply of tree plantations as part of the tree plantation initiatives in Afgoye Town, Mareerey, and Lafoole settlements. This initiative aims to enhance environmental sustainability and promote community resilience through tree planting.

Please enclose the following documents that comprise the tender dossier:

- Instructions to Tenderers (including administrative compliance, such as license, tax compliance, bank statements, and duly completed form requirements)
- Technical Specifications for Tree Seedlings
- SHACDO Terms and Conditions
- Tender Relevant Experience Requirements
- Tenders Declaration Form
- Programme Participation Protection Policy

We look forward to receiving your tender submission by **3rd June 2025** at the SHACDO Mogadishu office located at Zoobe Mini Tarmac, Bullo-Hubey, Wadajir District - Banadir – Somalia. Please ensure your tender includes the required documentation checklist before submitting your tender to SHACDO.

SN	Document Description	Checklist
1.	Business registration/license certificate by the Ministry of Commerce and Industry -FGS/SWS	<input type="checkbox"/>
2.	Valid Tax Compliance Certificate-FGS/SWS	<input type="checkbox"/>
3.	Company Profile	<input type="checkbox"/>
4.	Previous contracts for relevant services undertaken by the bidder for the past 3 years	<input type="checkbox"/>
5.	Original bank statement signed and stamped by the relevant bank authority which includes transactions for the past 6 months	<input type="checkbox"/>
6.	Pricing Proposal, completed, signed, and stamped	<input type="checkbox"/>
7.	Declaration, Code of Conduct signed	<input type="checkbox"/>

Please submit your tender Bid Through the procurement email: procurement@shacdo.org with the **Subject Reference: SHACDO/Som/SR-001845/May/2025/8204-EU-NEGAAD Project.**

If the email subject is not stated as instructed here, SHACDO will assume no responsibility for any misplacement.

Section 2: Instructions to Tenderer

2.1 Introduction to SHACDO.

Shebelle Community Development Organization (SHACDO) is a local nongovernmental humanitarian and development organization headquartered in Afgoye District, but has a sub-project office in Mogadishu-Somalia. SHACDO is mandated to address the community's needs and target the potential gaps in poor communities. SHACDO prioritizes identifying the most appropriate targets for their projects, where the poorest communities are approached at all levels of the community on their priorities for the future through SHACDO.

SHACDO is aimed to tackle the humanitarian crisis including droughts and disaster prevention and also develops community basic social Services needs and creates opportunities and income generation projects for the most vulnerable members of the community including IDPs and poor rural community Youth, Women, and children as well farmers to reduce the level of poverty and contribute to National Development Goals.

SHACDO is fully operating in the Lower Shabelle Region, which lies to the west, northwest, and southwest of Mogadishu. It is bordered to the south by the Juba region, to the east by the Indian Ocean and Mogadishu, the Middle Shabelle region to the north, and the Bay region to the west. The topography is composed of plains, coastal areas, and semi-desert stretches such as the Brava district. The region comprises eight districts: Marka (the regional capital), Afgoi, Wanleweyn, Koryoley, Sablale, Brava, Kurtun Warrey, and Audegle. It has an estimated population of 800,000 to 900,000. The population is classified under four categories: nomadic agricultural, agricultural, nomadic, and urban sedentary.

Tender Background

SHACDO's tree plantation project in Afgoye, Marerey, and Lafoole is designed to address environmental issues such as soil erosion, biodiversity loss, and land degradation, while also providing economic benefits to the local communities through resources like animal fodder, firewood, and fruits. The project also aims to create a resilient, sustainable environment through the planting of multi-purpose trees that provide economic benefits (fodder, timber, fuel, fruit), environmental

benefits (soil erosion, conserve biodiversity, reduce environmental degradation), and support the local community's long-term well-being. By empowering local farmers, households, and institutions to plant and care for trees, the project is to contribute to the restoration of ecosystems, improve livelihoods, and promote sustainable land management practices in Afgoye. The tree plantation project by SHACDO will be implemented in Afgoye town, Lafoole area, and Marerey villages and focuses on achieving to engage the local population in sustainable agricultural practices to improve their livelihoods and prevent Wind and Soil Erosion by Planting multi-purpose trees is intended to reduce the impact of wind and soil erosion, particularly in vulnerable areas. This helps protect soil quality, reduces desertification, and prevents the loss of productive land. The tree plantation will also help combat environmental degradation by restoring areas affected by deforestation, overgrazing, or unsustainable agricultural practices. This contributes to long-term environmental sustainability. **Tender for Tree Plantation initiatives and Distribution for SHACDO to Deliver Communities in Afgoye Town, Mareerey, and Lafoole Settlements.**

2.3 Tendering Process

A tender advert will appear on the Website of Somali Jobs **on May 21st, 2025**. This announcement will provide detailed information regarding the tender process, including eligibility criteria, submission guidelines, and deadlines. Interested parties are encouraged to review the advert for important updates and instructions.

2.4 Site visit

Bidders are encouraged to visit the site to understand the context and fulfill the requirements as specified in the TORs and to understand the conditions before submission.

Bids must be submitted by 11:59 PM on **3rd June 2025**. Late submissions will not be considered.

If the email subject line does not follow the specified format, SHACDO will not be responsible for any misplacement of bids.

2.5 Timetable for provision

<u>SN.</u>	<u>Item</u>	<u>Date</u>
1	Tender invitation	21 st May 2025
2	Date for clarification	27th May 2025 4:20 pm
3	Closing date & time for receipt of tenders	3 rd June 2025 11:59 pm
4	Tender Opening Location	SHACDO office, Mogadishu.
5	Tender Opening Date and Time	4 th June 2025 at 2:00 pm

2.6 Language of offers

Tenders must be submitted in English

2.7 Period of validity of offers

All bids shall remain valid for a minimum period of 90 days from the date of tender submission.

2.8 Delivery period

The delivery of services/goods must be completed within the timeframe specified in the contract or terms of reference. Bidders are required to clearly state their proposed delivery schedule as part of their offer.

2.9 Currency

All tender submissions must be made in United States Dollars (USD).

Section 3: Evaluation of Tenders.

All bids received will be evaluated by the Tender Evaluation Committee. The Evaluation will be conducted based on administrative compliance, technical evaluations, and financial evaluations

criteria outlined in the bid application. SHACDO reserves the right to request documentation to verify bidders' work experience.

3.1 Administrative Compliance Check for SHACDO

All bidders for SHACDO must undergo an administrative compliance check to proceed to the next stage of the evaluation process (technical evaluation). The compliance check includes the following requirements:

1. Bid Application Submission must be received by the specified deadline set by SHACDO.
2. Comprehensive Company Profile: A detailed profile of the company outlining its history, address, contact persons, services, and capabilities.
3. Valid Business Registration/License Certificate: A current certificate proving the legal registration of the business.
4. Tax Compliance Certificate: a valid certificate demonstrating compliance with tax obligations
5. Original Bank Statement: must be signed and stamped by the relevant bank authority, including transactions for the past 6 months.
6. Duly Completed Financial Offer: must be accurately completed and submitted.
7. Tender Declaration Form; this form must be fully completed, signed, and stamped.

NOTE: These checks are assessed and scored as Pass or Fail. Bidders who do not meet all requirements will not be eligible to proceed to the technical evaluation stage.

3.2 Technical Evaluation Criteria (weighted at 70%)

Bidders will be evaluated on their technical competence based on several key criteria, including previous relevant experience, sample quality, financial capacity, delivery time, and overall competence. To be considered technically acceptable, proposals must meet or exceed the stipulated requirements and specifications outlined in the Tender Bids.

Technical Evaluation Criteria

Weighting: The technical evaluation accounts for 70% of the total score.

Minimum Score: Bidders must achieve a score of 50% or above to qualify for the next round of the evaluation process (financial evaluation).

3.2.1 Company business profile – 15 points

- 10 points for Company information such as name, Physical address, Office telephone number, and Email address, Contact details – name and phone number, and Company Business License/Registration Number.
- 5 points number of years in operation

3.2.2 Financial capability (Bank details) - 7 points

- 4 points for bank details provided
- 3 points for the length of the bank account operation

3.2.3 Payment Terms – 15 points

- 5 points for detailed proposed payment schedules
- 5 points for Preferred payment method (cheque/electronic)
- 5 points for the company's credit period upon submitting an invoice to SHACDO?

3.2.4 Delivery terms and price validity – 18 points

- 8 points for delivery time for the Service
- 10 points for the price quoted validity

3.2.5 Relevant Experience for Supply service – 15 points

- 15 points for each of the previous 3 contracts/LPO for relevant service or similar accomplishments undertaken by the bidder for the past 3 years.

3.3. Financial Evaluation (weighted at 30%)

- Financial evaluation (Financial Evaluation will be weighted at 30%).

The financial score will be calculated using the formula below.

$$\text{Financial score} = \left[\frac{\text{Cheapest bid}}{\text{Tenderer own bid}} \right] 30\%$$

NB: SHACDO Somalia does not consider the financial offer to be the most important factor. Technical compliance and relevant previous experience are equally important.

3.4. Cancellation of the Tender procedure. _

The tender evaluation committee has the right to cancel the tender process at any stage without having to explain the situation.

Reasons for doing so might include: no receipt of a minimum number of bids, a dramatic change in specification of the material, the costs exceeding budgetary limits, or the project being cancelled.

3.5. Appeals Process

If a tenderer or potential tenderer has any concerns or issues that they believe warrant an appeal, they are encouraged to formally submit their appeal to the Project Coordinator or the Operations Director, the Format of Submission Guidelines is that appeals should be submitted in detail writing. Clearly outline the nature of the issue and any relevant supporting information.

Timeliness: Ensure that the appeal is lodged promptly to allow for timely resolution.

3.6. Tender Clarification

If a prospective bidder wishes clarification on a certain aspect of the tender, you can contact the following telephone number: **+252613231747**, which will then be shared with the tender evaluation committee.

3.7. Data protection

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

3.8. Type of Contract

Tree plantation contract refers to contracts for the Purchase, supply, and distribution of **3962** for different trees/plants with tap roots that can withstand the harsh weather environment, particularly the strong wind and semi-arid climate prone in the target locations in Afgoye town, Mareerey, and Lafoole settlements in the Lower Shabele region of Somalia.

3.9. Donor

This **tree plantation initiative** is funded by CONCERN under the EU-NEGAAD **PROJECT** and implemented by SHACDO-Somalia.

TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to SHACDO. The term “Contractor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the service order or (b) the supply/service 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 Contractor shall not seek nor accept instructions from any source external to SHACDO in relation to the performance of the contract.

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

4) Corruption: The Contractor 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 Contractor agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

5) Confidentiality: All data, including but not limited to maps, drawings, photographs, estimates, plans, reports, and budgets that have been compiled by or received by the Contractor under the contract shall be the property of SHACDO and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Contractor may not communicate at any time to any other person, government or authority external to SHACDO, any information that has been compiled through association with SHACDO 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 Contractor shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Contractor in any way whatsoever use the name or emblem of SHACDO in connection with its business or otherwise.

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

8) 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.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Contractor must inform the Buyer of the full particulars in writing. If the Contractor 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.

8.2) If the Contractor 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) 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 SHACDO and/or lack of funding. In such a case, the Contractor shall be reimbursed by SHACDO for all reasonable costs incurred by the Contractor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1) Should the Contractor 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 Contractor shall provide the Buyer with all manufacturers' warranties. The Contractor 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 Contractor shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Contractor will either replace the item at their cost or reimburse the Buyer.

11) Inspection and Test: The Contractor 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 and/or services do not comply with the specification, the Buyer will inform the Contractor in writing. In such a case the Contractor shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Contractor.

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 instructions. If any such change affects the price of goods or performance of services, the Contractor and Buyer may negotiate an equitable adjustment to the contract, provided that the Contractor claims for adjustments in writing to the Buyer within 10 days from being notified of any change.

13) Export License: If an export license or licenses are required for the goods, the Contractor has the responsibility to obtain the 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 SHACDO expects all of its Contractors 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 labour laws are complied with.

15.1) Environmental Standards - Contractors should, as a minimum, comply with all statutory and other legal requirements relating to the environmental impacts of their business. Areas which should be considered are:

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

16) Rights of SHACDO: Should the Contractor 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 Contractor, 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 Contractor liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.

17) Rights of access for test purposes: SHACDO is contractually obliged to facilitate certain donors' direct access to Contractors for test purposes. This obligation is extended to all SHACDO Contractors. (DFID Ref: FPA, Annex IV article 2.10)

18) No Agency: This order does not create a partnership between the Buyer and Contractor or make one party the agent for the other for any purpose.

Signed by.

For SHACDO	For the Contractor's Representative
Name _____	Name _____
Signature _____	Signature _____
Date _____	Date _____

1b) Technical Evaluation Form**1. Business Profile**

Name of Company:	
Physical Address (please indicate):	
License/Registration Number:	
Telephone Number:	
Email, if applicable:	
Contact Name, Title	
Type of business (Individual, Association, or Partnership)	
Years in operation:	
Provide information on any relationships that you have with SHACDO staff. – Friends/family/ business partners, etc.	

2 Bank Details:

Bank Name:	
Bank Address:	
Bank Account Name:	
Bank Account Number:	
How long has this Account been operational?	

3 Payment Terms:

Detailed proposed payment schedules	
Payment to the service provider will be made upon successful completion of the service and submission of an invoice, subject to confirmation by the relevant SHACDO user department. Please confirm if you accept a 30-day credit period from the date of invoice approval.	
Preferred payment method: cheque/electronic payment	

4 Delivery Terms and Price Validity

What is your delivery time to deliver the supplies?	
How long is your price quoted validity?	

Tenders, Relevant experience, and Company Profile

Tender reference: **SHACDO/Som/SR-001845/May/2025/8204-EU-NEGAAD Project**

Please complete the table below using the format to summarise the **major relevant supplies/works** carried out in the course of the past **3** years by the tenderer. The number of references to be provided must not exceed **5** for the entire tender.

NGO/Company	Contact details in the NGO/Company	Country	Total Contract value	Dates	Contract description	Related Services

Section 6: Price of Proposal

Instructions for Tenderers

Tenderers are advised to complete the quantity price section accurately and ensure that the total sum is recorded in the bid amount column. Please follow these guidelines:

1. Seedling Height

- Seedlings should be within the recommended height range to ensure optimal transplant success. Oversized seedlings are at greater risk of transplant shock, whereas undersized ones tend to be too delicate and less likely to survive.

2. Stem Quality

- Seedlings must have a sturdy and straight stem to prevent breakage during transportation and handling.

3. Root System

- Seedlings must possess a well-developed and compact root system.
- Roots should be free from damage, disease, or signs of being root-bound.

4. Leaf Health

- All seedlings must have healthy, green leaves, free from pests, discoloration, and wilting

5. Complete Quantity Price: Fill in the quantity price for each item as specified in the tender documents.

6. Calculate Total Sum: After entering the quantity prices, calculate the total sum for all items included in your bid. Record in Bid Amount Column: Write the total sum in the designated bid amount column.

7. Double-Check Accuracy: Review your entries to ensure that all calculations are correct and that the total reflects the accurate bid amount.

By adhering to these instructions, you will facilitate a smoother evaluation process. Thank you for your cooperation

HERE IS FOR MAREEREY TREE PLANTATION PURCHASE SPECIFICATIONS:

Activity name: Mareerey village.	Type of plants	Tree seedling s Height (cm)	# of Trees	Conditions	Unit Price	Total Price
Tree plantation	Eucalyptus	30 – 60 cm	200	Healthy, vigorous, disease-free		
	Guava	40 – 80 cm	250	Well-rooted, upright growth		
	Whistling Pine	30 – 60 cm	150	Strong stem, good foliage		
	Spondias	50 – 80 cm	200	Mature roots, no pests		
	Lemon	50 – 65cm	150	Green leaves, firm stem		
	Mango	60– 100 cm	150	Free of yellowing or curling		
	Coconut	70 – 120 cm (with 3–5 leaves)	100	Sprouted nuts, firm leaf base		
	Mahogany	50 – 80 cm	100	Balanced root-shoot growth		
	Total # of trees for Mareerey		1300		Total:	

HERE IS FOR AFGOOYE TREE PLANTATION PURCHASE SPECIFICATIONS:

Activity name /Afgoye District	Type of plants	Tree seedlings Height(cm)	# of trees	Conditions	Unit Price	Total Price
Tree plantation	Eucalyptus	30 – 60 cm	250	Healthy, vigorous, disease-free		
	Guava	40 – 80 cm	325	Well-rooted, upright growth		
	Whistling Pine	30 – 60 cm	200	Strong stem, good foliage		
	Spondias	50 – 80 cm	275	Mature roots, no pests		
	Lemon	50 – 65cm	150	Green leaves, firm stem		
	Mango	60– 100 cm	250	Free of yellowing or curling		
	Coconut	70 – 120 cm (with 3–5 leaves)	150	Sprouted nuts, firm leaf base		
	Mahogany	50 – 80 cm	162	Balanced root-shoot growth		
	Total # of trees for Afgooye		1762		Total:	

HERE IS FOR LAFOOLE TREE PLANTATION PURCHASE SPECIFICATIONS

Activity name: Lafoole	Type of plants	Tree seedlings Height (cm)	# of Trees	Conditions	Unit Price	Total Price
Tree plantation	Eucalyptus	30 – 60 cm	150	Healthy, vigorous, disease-free		
	Guava	40 – 80 cm	200	Well-rooted, upright growth		
	Whistling Pine	30 – 60 cm	100	Strong stem, good foliage		
	Spondias	50 – 80 cm	150	Mature roots, no pests		
	Lemon	50 – 65cm	100	Green leaves, firm stem		
	Mango	60– 100 cm	100	Free of yellowing or curling		
	Coconut	70 – 120 cm (with 3–5 leaves)	50	Sprouted nuts, firm leaf base		
	Mahogany	50 – 80 cm	50	Balanced root-shoot growth		
	Total # of trees for Lafoole		900			

6.1: Price of Proposal

Please note that this table will be created to aggregate the prices from the three district seedling purchase tables. This table will display the price proposal aggregate for all areas.

Bidders are requested to ensure that their pricing information is accurately filled in each respective district's table for proper aggregation.

No	Location	Number of trees	\$ Total price:
1.	Afgooye tree plantation	1762	
2	Mareerey tree plantation	1300	
3	Lafoole	900	
SUB TOTAL:		3962	PRICE TOTAL:

Section 7: Tenderer Declaration

As part of the tender, each tenderer must submit a signed declaration using the following format:
a guide

In response to your letter of invitation to tender for **TREE PLANTATION INITIATIVES OF AFGOYE TOWN, MAREEREY, AND LAFOOLE SETTLEMENTS**, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender (Including SHACDo's Programme Participant Protection Policy) No.<Ref: **SHACDO/Som/SR-001845/April/2025/8204-EU-NEGAAD Project**> of date <___/___/___>. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We offer to deliver, under the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot No. 1: **Tender Dossier Tree Plantation Initiatives of Afgoye Town, Mareerey, And Lafoole Settlements**

3 The price of our tender is: _____USD.

In words [_____]

5. This tender is valid for a period of 90 days from the final date for submission of tenders.

6. If our tender is accepted, we undertake to provide a performance guarantee as required by the instructions to tenderers. (If required)

7. We will inform SHACDO 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.
8. We note that SHACDO is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
9. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
10. We confirm that we are not engaged in any corrupt, fraudulent, collusive, or coercive practices and acknowledge that if evidence contrary to this exists, SHACDO reserves the right to terminate the contract with immediate effect.
11. 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 any analogous situation arising from a similar procedure provided for in national legislation or regulations
12. We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
13. We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
14. We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes under the legal provisions of the country in which we are established or with those of the country of the contracting authority, or those of the country where the contract is to be performed
15. We have not been the subject of a judgment 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
16. We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation
17. We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation
18. We adhere to respect the Concern Worldwide Code of Conduct as per the points listed 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.

19. 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

Name and function:

Date:

Signature:

Yours faithfully

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

Title: <.....>

Duly authorized to sign this tender on behalf of:

<.....>

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

Stamp of the firm/company: