



# ACTION CONTRE LA FAIM

**Call for Tenders**

**PERSONAL SECURITY TRAINING**

**HEAT / PFST**

**Publication reference:**

**Ref. FR-PA-DRH-202601**

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## CONTEXT

Founded in 1979, Action contre la Faim / Action Against Hunger is a private, non-political, non-profit, non-governmental organization that operates worldwide.

Action Against Hunger's mission is to save lives by eliminating hunger through the prevention, detection and treatment of malnutrition, particularly during and after emergencies related to conflict or natural disasters.

We work in nearly 50 countries, helping around 21 million people through our different areas of expertise: Nutrition and Health, Food and Livelihood Security, Water, Sanitation and Hygiene, Mental Health and Child Care Practices and Advocacy.

From crisis to long-term support, we fight against the causes of malnutrition and its effects. By promoting the integration of our programs into local and national structures, we aim to ensure that our short-term interventions become sustainable solutions.

Our values are: Independence / Neutrality / Non-discrimination / Free and direct access to victims / Professionalism / Transparency.

Action contre la Faim (ACF) is now recognized as one of the leading organizations in the fight against hunger worldwide. ACF is accountable for its environmental impact and outline its way of working in the face of the climate crisis. ACF supports the objective of the Paris Agreement to maintain the global average temperature at below 2°C above the pre-industrial temperature with adopting a strategy leading to 1,5°C and the commitment of a carbon-neutral society in 2050 with a first reduction of 50% of its carbon footprints before 2030. ACF promotes climate and environmental respectful actions oriented to be at the forefront of the fight against hunger. ACF is transparent, responsible, and coherent in transforming its mission in the face of the climate crisis.

Since 2019, to provide "PFST" practical trainings is an asset for ACF to enhance security management, field access capacities and risk mitigation.

The training is compulsory for all employees under ACF France's contract (field and HQ) going on a mission in Red and Black contexts.

To date for information:

- RDC-Goma
- RDC-Kin
- Yemen
- Iraq
- Afghanistan
- Myanmar
- Nigeria
- Burkina Faso
- Ukraine
- Mozambique
- Chad
- Cameroun
- Pakistan

It is possible to include Orange volatile contexts. To date for information: Ivory Coast - CAR.

This country list may change depending on context evolutions.

Employees can also be sent to Senegal and Kenya for open trainings.

This requirement does not concern national employees of ACF France on mission nor personnel seconded to ACF (not contracted by ACF, e.g. employee of another NGO hosted by ACF), but concerns ACFIN employees deployed or visiting on ACF-France missions.

## ACF KEY DATA SINCE 2019

		PFST France	PFST Online	PFST In-country	Online Refresher
2019	Courses (Nb)	13		20 (5 exclusive for ACF)	
	Participant (Nb)	110		150	
2020	Courses (Nb)	3	8	7	
	Participant (Nb)	14	76	21	
2021	Courses (Nb)	1	10	4	3
	Participant (Nb)	1	74	7	17
2022	Courses (Nb)	2	6	12 (4 exclusive for ACF)	11
	Participant (Nb)	16	34	83	57
2023	Courses (Nb)	7	0	35 (5 exclusive for ACF)	5
	Participant (Nb)	42	0	183	48
2024	Courses (Nb)	13	0	7 (1 exclusive ACF)	
	Participant (Nb)	43	0	60	0

Data from 2025 are not shared as trainings were suspended from February to December 2025 due to budget constraints. From January 2026, the trainings are restarting as per ACF standards.

There is a decrease in numbers of participants to PFST as ACF is strongly engaged in a nationalisation of positions and PFST are compulsory for international employees only.

## OBJECTIVE OF THE TENDER

ACF is publishing this call for tenders FR-PA-DRH-202601, in order to renew a framework agreement for HEAT / PFST personal security trainings. The current agreement runs until the end of May 2026. ACF expects the bidders to be recognized training organizations, with expert teams in the field of security training, the humanitarian sector and its challenges.

Although ACF has a policy that encourages and favors the autonomy of missions and their Country Directors in their selection of training providers, through a framework agreement ACF wishes to be able to offer its missions a concerted and guaranteed PFST training offer.

The objective of the tender is to sign a **two-year framework agreement** with the selected service provider(s). ACF reserves the right to contract with several providers. Providers may apply for one or more services. After this period, this framework agreement may be renewed by amendment for a period of one year, up to a maximum of two renewals.

## PUBLIC TARGETED AND FORECAST

### 1. Target audience for the PFST face-to-face France

For mainly ACF HQ employees, and Board members, visiting countries in Red and Black contexts, PFST is mandatory before departure.

For international employees working in Red and Black contexts.

Forecast: The volume of people to be trained is estimated at about 30 people in 2026 and each subsequent year.

#### a. 1' Target audience for the PFST face-to-face Europe

i. Alternate solution : in Europe

#### b. 1'' Target audience for the PFST face-to-face shared

i. Alternate solution: Shared with other NGO / open class solution

### 2. Target audience for the PFST face-to-face In-country

For all ACF France international employees permanently based in-country, PFST is mandatory in Red and Black contexts.

These in-country trainings are organized either specifically for ACF or can be open sessions gathering members of different INGOs.

Forecast: The volume of people to be trained is estimated at about 60 people in 2026 and each subsequent year.

### 3. Target audience for the PFST 'Online Refresher'

International employees on assignment or at headquarters (who are required to travel to the field) who have completed a Personal Field Security Training (PFST) or Hostile Environment Awareness Training (HEAT) of at least 3 days in person, for more than 3 years. Most of the persons to be trained will have been on mission or in their function at headquarters for the last 3 years and therefore have a minimum level of field experience.

Forecast: The volume of people to be trained is estimated at about 40 people in 2026 each subsequent year.

### 4. Target audience for PFST Level 2 face-to-face in France

The PFST level 2 is a course to be created and implemented during 2026. The aim is to propose a new PFST for the staff that have done a first PFST and a refresher thus needed again the full PFST. The target will be employees with more than 6 years in the humanitarian sector.

This will be ideally a training over 2 days with an emphasis on humanitarian negotiation, how to react to some specific incidents, and a full review of first aid.

Forecast: The volume of people to be trained is 20 people in 2026 and the subsequent years.

## TRAINING CONTENT

### **1. Training content for the Initial PFST face-to-face. France or In-country**

The following topics must be present and additional contextualized topics can be added (for in-country) :

- Security when traveling to the field (preparation)
- Types of weapons in the field, mines, UXOs and IEDs
- Drones threat
- Communication means
- Security and safety during movements / planning a field visit
- Dealing with aggressive behavior
- Safety: fire prevention and reaction
- Incident management (oral report of an incident)
- Social network: critical thinking and personal use
- Contingency planning: what is hibernation, relocation, evacuation (grab bag)
- Stress management (basic, cumulative and acute) with coping mechanisms
- How to react in case of carjacking, armed robbery, crossfire (can be contextualized)
- Sexual violence

Ideally, all the training follows a red thread, and simulations are organized regularly during the training. There should be more practice than theory.

### **2. Training content for the PFST 'Online Refresher'**

The refresher training should go through the main PFST / HEAT topics of personal safety and security: situational awareness, incident management, security in premises, security and programs, personal security plan, security during movements. It should give perspectives based on trend analysis on the impact of the main threats for humanitarian workers worldwide.

Consider the possibility to tackle as a subject as well:

- 1st aid

### **3. Training content for the PFST level 2. Face-to-face. France.**

The following topics must be present and additional contextualized topics can be added :

- Security and safety during movements
- Dealing with aggressive behaviour
- Representation, Acceptation and dialogue with different stakeholders
- Critical Incident management
- Social network: critical thinking
- Stress management (acute)
- How to react in case of carjacking, armed robbery, crossfire, drones
- First aid: revision of all basics

## **RECOMMENDED TRAINING METHODS**

### **1. Training methods recommended for the PFST face-to-face. France or In-country**

- Theoretical sessions
- Simulations exercises (low intensity) and/or role plays with coherence in the scenario
- 1st aid training adapted to our working contexts

The duration of the training should be 3 days (27 hours max).

The size of the group should be 16 persons maximum.

## **2. Training methods recommended for the PFST 'Online Refresher'**

The training should place at the center the individuals who are participating: their experiences, their questions, the challenges they faced. Participants should also be challenged on what they perceive as their comfort zone: make them consciously aware of their good or bad practices to avoid them to enter into routine mode once on the field.

The training will be delivered online/at distance but mainly in synchronous mode.

The synchronous part of the training should not last more than 8 hours, organized on preferably 2 days.

Asynchronous preparation work is possible but in limited time (2 to 3 hours of personal work). There is the possibility to collect information from participants prior to the session.

The expositive training methodology should be limited and the priority given to a participative approach (based on experiences or scenarios).

The size of the group should be limited. Minimum : 6. Maximum 12. And above all balanced with the number of trainers involved.

For all online training, the most bandwidth-efficient tools possible should be used.

## **3. Training content for the PFST level 2. Face-to-face. France.**

The training should be based on simulations or role plays mainly for participants to experience different kind of situation and learn from it. A debriefing time should be organised after each exercise and the feedbacks should be as individualised as possible.

The 1<sup>st</sup> aid training refresher should also put forward the practice rather than the theory.

The duration of the training should not exceed 2 days (16 hours) and the group size should be limited to 14 participants maximum.

## **ELIGIBILITY AND SELECTION CRITERIA**

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are in order. An Evaluation Committee composed of representatives of ACF France shall carry out the subsequent evaluation of the tenders.

Complete and valid bids will be evaluated according to the criteria listed (non-exhaustive) below. The framework agreement(s) will be awarded to the technically and administratively compliant tenders that are the most economically advantageous, taking into account the quality of the services offered:

- Level of completeness of the offer
- Level of adaptation of the offer to specific ACF requests
- Level of certification of the provider as a training organization
- Recognition of the Certificates issued to participants
- Ability to implement training directly, or as close as possible, in the Red and Black contexts listed by ACF.
- Capacity to react and adapt operationally to the volatility of contexts and situations that can affect the implementation of training activities abroad.
- Geographical proximity to 'Île de France' for face-to-face training in France for the benefit of employees at ACF's Paris headquarters.

- Deadlines for the implementation of the various training courses
- Clarity of commercial conditions
- Clarity of insurance conditions
- The same training should be delivered in French and English (1 session = 1 language)
- The type of tools to be used: plan for low bandwidth requirements
- Methodology proposed
- Level of expertise of facilitators and content of the sessions foreseen
- Proposed systems of evaluation (satisfaction, knowledge)
- Compliance with ACF travel policy and its objective to reduce flights and particularly in transit (not direct flights).
- Specific measures for a good management of material resources during the trainings

In the interests of transparency and equal treatment, the evaluation committee may ask tenderers, in writing, to clarify their bids, but they may not modify them. Any such requests for clarification must not be intended to correct any initial errors or shortcomings that affect the performance of the framework agreement or distort the competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence ACF in its decision concerning the award of the framework agreement will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders.

Late tenders will be rejected and will not be evaluated.

## CALL FOR TENDERS SCHEDULE

	DATE	TIME*
Call for tenders advertisement by ACF	January 7, 2026	
Deadline for submitting questions to ACF	January 19, 2026	5 PM
Communication of answers to all participants	January 23, 2026	5 PM
Deadline for receipt of tenders (date of receipt by email)	February 2, 2026	5 PM
Oral defense	February 16 <sup>th</sup> to 20 <sup>th</sup>	
Final selection	February 27, 2026	
Start of the service	May 1 <sup>st</sup> , 2026	

\* All times are local Paris time.

This provisional schedule may be freely modified by ACF according to the constraints encountered.

## QUESTIONS AND CLARIFICATIONS

If ACF, on its own initiative or in response to a request from a candidate, adds or clarifies information to the call for tenders file, this information will be sent in writing and may be shared with all other potential bidders at the same time.

Questions from bidders during the call for tenders are allowed until the deadline set in the Call for Tenders schedule above. They should be sent by e-mail to the attention of :

Jody Cormack [jcormack@actioncontrelafaim.org](mailto:jcormack@actioncontrelafaim.org) ,

Maroussia Quiniou [mquiniou@actioncontrelafaim.org](mailto:mquiniou@actioncontrelafaim.org)

Justine Cuvelier [jcuvelier@actioncontrelafaim.org](mailto:jcuvelier@actioncontrelafaim.org)

with the subject :

Call for tender Personal Security Training [FR-PA-DRH-202601].

## OWNERSHIP OF TENDERS

ACF retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

## CANCELLATION OF THE TENDER PROCEDURE

In the event of a tender procedure's cancellation, bidders will be notified by ACF.

Cancellation may occur when:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or force majeure render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall ACF be liable for damages of any kind (in particular, damages for loss of profits in the event of cancellation of a tender), even if ACF has been advised of the possibility of damages.

The publication of a procurement notice does not commit ACF to implement the announced program or project.

## FINANCIAL TERMS AND CONDITIONS

For each type of training:

- PFST face-to-face France
- PFST face-to-face In-country
- PFST face-to-face multi-NGOs in regions
- PFST 'Online Refresher'
- PFST Level 2

The financial offer will detail the fixed costs included in the packages per participant.

The financial offer shall specify in detail the provider's variable costs (for instance educational costs and logistic fees), which are not included in the framework agreement, and which may be quoted and agreed with the client at each session and invoiced in addition.

The offer should specify the logistical and organizational support that may be expected from the provider in the case of the implementation of a face-to-face In-country training.

The proposal should detail the terms of cancellation of a session. The same applies to the framework agreement.

## ETHIC

ACF pays particular attention to the ethical values of its suppliers and contractors and wishes to work with partners who are prepared to comply with the Basic Ethical Rules of International Trade.

Bidders must read and understand the Code of Conduct as defined by ACF in Annex and commit themselves to respect them by signing the "Statement of Integrity" and Commitment to Respect ACF's Supplier Code of Conduct".

All employees and representatives of Action contre la Faim, including individual and corporate contractors, must uphold and promote the highest standards of ethical and professional conduct at all times, and abide by the organization's policies. Bidders must read and understand the PSEA Policy as defined by ACF in Annex and commit themselves to respect it by signing the Policy on Protection from Sexual Exploitation and Abuse (PSEA).

ACF reserves the right to terminate the Agreement immediately, with no penalty, in the event the Supplier breaches any of those ethical commitments.

Finally, Action Contre la Faim wishes to limit its environmental impact as much as possible and expects a similar approach from its suppliers and service providers.

## **SCREENING POLICY**

A policy put in place by ACF's donors aims to ensure that any partner of the association has not been designated as ineligible for these funds by the competent authorities. Therefore, the Supplier must not be on one of the "anti-terrorist" lists drawn up by the said authorities.

In order to comply with this policy, ACF is required to carry out a check consisting of comparing the nominative data of the natural person representing the Supplier with those appearing on the "anti-terrorist" lists, using specific software.

This check is carried out in compliance with the regulations in force regarding the protection of personal data.

## **FINANCIAL TERMS**

### **Invoicing (payment terms/currency)**

For HQ participants, ACF's invoices are paid within 45 days of the end of the month following trainings.

The currencies are in Euros or US dollars.

For in-country participants, the supplier will invoice directly to the mission country and for exclusive ACF trainings, he should ask for an advance of minimum 25%.

### **Prices and price revision**

Please communicate your price revision policy.

## **CALL FOR TENDERS DOCUMENTS**

The documents constituting the file of this Call for Tenders are the present Specifications and its Appendix.

- Appendix 01 Supplier Questionnaire (to fill in Excel format)
- Appendix 02 AAH Terms and Conditions of Purchase (to sign)
- Appendix 03 GDPR Questionnaire (to fill and sign)
- Appendix 04 Supplier Code of Conduct (to fill and sign)

- Appendix 05 Statement of Integrity (to fill and sign)
- Appendix 06 Financial Grid
- A concise presentation of the company, financial & technical offer presenting the environment and the ACF interlocutors. The response file may not exceed 40 pages including annexes.

## SUPPLIER QUESTIONNAIRE



Company name :

Publication reference :

FR-PA-RH-2025XX

### 1) Company information

Company name :	
Intra-Community VAT number (if applicable) :	
Where your company is currently registered?	
Please provide a copy of the Registration	
Please provide a company brochure	
Name, title and contact details of sales contact :	
Date of creation of the company (Head office and Subsidiary if applicable) :	
Number and location of other sites (in Europe and worldwide) :	
Is your company part of a group?	
Please give details of the link (head office / subsidiary)	
If yes, what are the other entities in the group?	

### 2) Finance

What has been your company's annual turnover over the last three years (in USD or EUR)?	2022 : 2023 : 2024 :
And the net income?	2022 : 2023 : 2024 :
Can you provide audited Financial accounts upon request?	Yes/No

### 3) Staff

How many employees have worked for your company over the last 3 years ?	2022 : 2023 : 2024 :
What is the average seniority of employees?	
How are the teams organised (by areas of expertise? by economic sector?)	

<b>4) Has your company already worked with ACF?</b>	Yes/No
Please specify in which country, the period, type of services sold, volumes and amounts.	
<b>5) Does your company work for another NGO or the UN?</b>	Yes/No
Please quote the customers names.	
<b>6) Please give at least 3 customer references.</b>	
(either customers in the humanitarian sector or customers who have used the same type of products/services).	
Briefly describe the customer, the services provided and the period.	
Please provide the contact details of these customers so that ACF can contact them.	
<b>7) Technical capacity</b>	
What is your core activity?	
What other products/services do you offer?	
<b>8) Subcontracting</b>	
Which services do you generally subcontract?	
Which services would you specifically subcontract in ACF Framework Agreement?	
What are the names and Registration numbers of the companies you would subcontract to?	
<b>9) Administrative documentation: does your company have? (provide copies of documents)</b>	
A civil liability insurance policy setting out the scope of the liability covered?	Yes/No
A Kbis extract?	Yes/No
A URSAFF certificate less than 6 months old?	Yes/No
A tax compliance certificate less than 6 months old?	Yes/No
A quality assurance policy?	Yes/No
A national quality certification (NF, etc.)?	Yes/No

<b>9) Payment and contract</b>	
If you were awarded the Framework Agreement, will you offer fixed prices for 1 year / 2 years, more?	Yes/No
If not, what is the maximum price variation you can commit on (no more than 2% price increase, for instance)?	
In which currency do you invoice your customers?	
When do you issue the invoice?	
Do you agree to display the HS code in every quotation and every invoice sent to ACF?	Yes/No
Are you able to make a discount? If yes, please detail your proposal	
Do you comply with ACF Terms of payment: "Payment of invoices within 45 days of the end of the month, from the issuance of the invoice"	Yes/No (if not, why not?)
Do you have a contract template for your standard service?	Yes/No (If yes, please attach it to your offer)

<b>ESG (Environment, Social, Governance)</b>	
ACF supports the objectives of the COP21 Paris agreements to maintain the global average temperature at less than 2°C above pre-industrial temperature by adopting a strategy to achieve 1.5°C and the commitment to a carbon-neutral society in 2050 with an initial reduction in its carbon footprint of 50% by 2030.	
ACF makes the climate one of its priorities and undertakes environmentally-friendly actions as part of its mandate to fight hunger in the world.	
ACF is transparent, responsible and consistent in the transformation of its missions to combat the climate crisis.	
ACF is keen to work with companies that are committed to a socially responsible approach. We favour companies that are committed to reducing their carbon footprint by taking concrete, measured and effective action to achieve their objectives.	
Please answer the following questions.	
<b>General questions :</b>	
Does your company publish a CSR (Corporate Social Responsibility) and sustainability report? If yes, please provide it.	
Does your company have a CSR certification? If yes, please specify which one and since when.	
Does your company have a label (for purchasing and/or its CSR/RSO policy)? If yes, please specify which one and since when.	
<b>SOCIAL :</b>	
Does your company have identified the main <u>social</u> risks associated with its business? Have your company put in place an action plan to reduce these risks?	

Does your company have formal written policy(ies) covering working conditions and human rights and incorporating ethical principles? If, which ones?	
Does your company and your suppliers have issues related to child labour or forced labour?	
<b>What is your company doing to promote inclusion?</b> Please answer using the following levers:	
Ø <b>Internal policy:</b> strategies, budget, internal policy	
Ø <b>Accessibility:</b> Physical, digital, of your products and services	
Ø <b>Alliances:</b> Partnerships with employment and disability organizations, networks (ESAT, EA, etc.)	
Ø <b>Mobilization:</b> raising employee awareness, breaking down prejudices, etc.	
Ø <b>Recruitment:</b> adapted HR practices, knowledge of job distribution networks, training for managers and HR.	
What do you do to ensure that your recruitment processes are inclusive (recruitment processes guaranteeing equal opportunities regardless of ethnic origin, gender, origin, age, religion, sexual orientation)?	
In particular, does your company have a disability policy to encourage the hiring and inclusion of people with disabilities?	
Does your company have a Gender policy? If yes, please provide it.	
What is your company's professional gender equality index ?	
Does your company have a Woman Empowerment policy? If yes, please provide it.	
Does your company invest in community development activities in the markets where it sources and/or operates?	
Does your company have a health and safety management system and/or health and safety indicators in place (e.g., number of reported accidents and incidents, equipment breakdowns...)? If yes, please provide details.	
Are there any health and safety issues encountered by employees at work, i.e. during operations and transportation?	
Have you set up partnerships with NGOs, charities or companies favoring disabled people? If yes, please provide details.	
<b>ENVIRONMENT</b>	
Does your company have adhered to the Global Compact? If yes, since when ?	
Does your company have identified the main environmental risks associated with its business? Has it put in place an action plan to reduce these risks?	
Does your company have an environmental management monitoring system in place? (ISO 14001 or equivalent)	
Does your company monitor its waste generation and/or have an improvement plan in place to reduce waste? If yes, please provide details.	
Does your company measure and report its greenhouse gas (GHG) emissions? If yes, what are your main emission sources ? Have you put in place a GHG reduction plan? If yes, what is it ?	
Has your company taken steps to reduce GHG emissions from its servers?	

Does your company have targets for reducing its current consumption of energy (electricity, gas, etc.), water, paper, etc.?	
Which measures does your company put in place to manage non-hazardous and hazardous waste generated by operations?	
<b>GOVERNANCE :</b>	
What type of action is your company taking to prevent fraud and corruption?	
What is the impact of your company's operations on the local environment around the company's facilities?	
In the conduct of your business, has your company introduced a specific charter or code of ethics? If yes, please provide details.	

**Please attach a copy of any certification documents, standards, labels, policies, charters, etc.**



## **ACTION AGAINST HUNGER** **TERMS AND CONDITIONS of PURCHASE**

### **ARTICLE 1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale. This Agreement may only be varied with the written consent of Action Against Hunger and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

(5) years from the initial delivery date.

### **ARTICLE 2: DELIVERY**

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by Action Against Hunger or by the forwarding agent appointed by Action Against Hunger.

All orders will be delivered in full, unless Action Against Hunger has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. Action Against Hunger reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note, and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

Action Against Hunger reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost

### **ARTICLE 3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, Action Against Hunger may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, Action Against Hunger reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

### **ARTICLE 4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by Action Against Hunger. On-compliant goods can be refused, without written prior agreement from the supplier, and

returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods.

Action Against Hunger may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from Action Against Hunger, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from Action Against Hunger. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

#### **ARTICLE 5: PACKAGING**

The supplier agrees to supply goods and services that comply with technical specifications defined by Action Against Hunger, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

#### **ARTICLE 6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by Action Against Hunger. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by Action Against Hunger of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

#### **ARTICLE 7: DANGEROUS OR PERISHABLE GOODS**

The supplier agrees to inform Action Against Hunger of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life

#### **ARTICLE 8: LIABILITY**

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with Action Against Hunger.

## **ARTICLE 9: ORDER CANCELLATION**

Any order unfulfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.

Action Against Hunger will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by Action Against Hunger.

## **ARTICLE 10: PRICE**

Unless stipulated otherwise by Action Against Hunger, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

## **ARTICLE 11: INVOICING AND PAYMENT**

Two copies of all invoices will be issued and sent to the Action Against Hunger office that sent out the order within seven (7) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

Unless stated otherwise on the purchase order or contract, payments are to be made within 45 days of the end of the month, from the issuance of the invoice.

## **ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY**

Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors, affiliates or subsidiaries, provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or Unethical HR Practices. Those practices include the use of Child labour, sexual exploitation or abuse, overriding basic social rights and work conditions, and non respect of the standards defined by the International Labour Organisation (ILO<sup>1</sup>), and ACF policies<sup>2</sup>, particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions. Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international supplier' screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices.

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

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<sup>1</sup> ILO website: <http://www.ilo.org/global/standards/lang--en/index.htm>

<sup>2</sup> Available on [www.actioncontrelahambre.org](http://www.actioncontrelahambre.org) , [www.actionagainsthunger.org](http://www.actionagainsthunger.org), [www.accioncontraelhambre.org](http://www.accioncontraelhambre.org)

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. This article extends to any supplier affiliates and subsidiaries.

#### **ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

Action Against Hunger purchase orders and contracts are governed by the French Law. Any dispute between the supplier and Action Against Hunger with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by the courts of Paris.

Personal data - data processing questionnaire		
TOPIC	Data Controller's questions (ACF)	Data processor's responses
A - Governance	A1/ Have you appointed a Data Protection Officer (DPO)?	
	A2/ If not why ?	
	A3/If not, do you have someone in-house responsible for GDPR compliance?	
	A4/ Have the people in charge of processing activities received personal data protection awareness or training?	
	A5/ Do you systematically sign a confidentiality agreement with those in charge of processing activities?	
	A6/ Do you keep a register of processing activities carried out on behalf of the Data Controller in accordance with the provisions of Article 30 of the GDPR?	
	A7/ How do you ensure that the people in charge of processing activities only act on behalf of the Data Controller?	
B - Origin of the data	B1/ Do you use data broker (buy, rent) to feed the processing of personal data implemented on behalf of the Data Controller?	
	B2/ If so, have you obtained the authorisation of the Data Controller?	
C/ Data hosting	C1/ Where are the data hosted on behalf of the Data Controller ?	
D - Data transfers	D1/ Do you transfer personal data outside the European Union on behalf of the Data Controller?	
	D2/ If so, have you received authorization from the Data Controller?	
	D3/ If so, what types of guarantees have you put in place (BCR, standard contractual clauses, etc.)?	
E - Data retention	E1/ Do you have a data retention policy?	
	E2/ Do the tools / applications used on behalf of the Data Controller have a data purge system?	
F - Rights of the data subject	F1/Do you have a procedure in place in order to assist the Data Controller in the management of requests to exercise personal rights (information, access, erasure, opposition, rectification, portability?)	
	F2/ How quickly (maximum) can you process requests to exercise rights if needed?	
G – Subcontracting	G1/ Do you use sub processors to perform services on behalf of the Data Controller?	
	G2/ If so, have you requested prior authorization from the Data Controller?	
	G3/ If so, have you signed a data processing agreement in accordance with the provisions of Article 28 of the GDPR?	
H - Security	H1/ Do you have a data password policy?	
	H2/ If so, describe it (construction, number of characters, frequency of changes, etc.).	
	H3/ Do you have a policy for enabling IT access?	
	H4/ Are there accounts shared between multiple users?	
	H5/ Describe in detail the technical and operational measures taken to ensure data security and confidentiality (including during maintenance operations).	
	H6/ Do you have a security data breach detection mechanism in place?	
	H7/ Do you have a procedure in place to notify personal data breach to the Data Controller so that they can fulfill their obligations within the time limits set?	

## INTRODUCTION

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women and men. Established in France in 1979, Action Against Hunger is a nongovernmental, non-political, non-religious, non-profit organization. This Supplier Code of Conduct constitutes a basis for any working relationship between Action Against Hunger and its suppliers.

The principles of this Supplier Code of Conduct lay the ground for a professional working and contractual relationship between Action Against Hunger and its suppliers.

They are general regulations valid unless other specific conditions are mentioned in the contract between an Action Against Hunger entity and a supplier. In case of conflicting terms between documents, the conditions of the contract or tender dossier will prevail over this Supplier Code of Conduct.

**REFERENCE:** *International Standards, Conventions and Principles such as the 'UN Declaration on Human Rights' and other core Human Rights Treaties, including the 'UN Convention on the Rights of the Child, the 'International Labour Standards on Child Labour & Forced Labour' (namely 138 and 182), 'UN special measures for protection from sexual exploitation and sexual abuse' are the foundations on which this document is based. Therefore, it is Action Against Hunger's expectation that any supplier shall adhere to these principles.*

## SCOPE OF APPLICATION

- The provisions of this Supplier Code of Conduct set forth the expectations for suppliers that apply to Action Against Hunger's tenders, or with whom Action Against Hunger does business.
- Action Against Hunger expects that these standards apply to – and will be communicated to – suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- Suppliers may be required to sign a declaration of compliance as part of bid submissions and supply contracts.
- Action Against Hunger's aim is to guide suppliers over the long term to meet these standards. Those who are not able to demonstrate their goodwill to meeting these standards may see Action Against Hunger use other sources of supply.

## CONTINUOUS IMPROVEMENT

- The provisions set forth in this Supplier Code of Conduct provide the minimum expected standards from suppliers and their employees.
- In addition, Action Against Hunger expects suppliers to strive to exceed international and industry best practices (and standards) and to ensure that their own suppliers, their employees and subcontractors aim to do the same.
- Action Against Hunger recognizes that reaching some of the standards established in this Code of Conduct is a dynamic, rather than a static, process and encourages suppliers to continually improve their operations accordingly.

## MANAGEMENT, MONITORING AND EVALUATION

- Suppliers are required, as a minimum, to comply with compulsory standards in this Supplier Code of Conduct ("Must" provisions), and to set clear goals and work-plans to achieve the other standards ("Should" provisions).
- This may require active monitoring of its own operations and employees through establishing appropriate management systems to track progress and compliance.

# KEY PRINCIPLES AND SUPPLIER STANDARDS

- Suppliers must follow all national and international laws at all times, and any applicable Action Against Hunger's specific standards towards its suppliers.
- Where the standards of this Supplier Code of Conduct exceed any laws or regulations, the supplier should strive to adhere to these higher standards in addition to the relevant laws.
- If a supplier becomes aware of any instances where the requirements of this Supplier Code of Conduct are not being met (e.g. *safeguarding breach, fraudulent behavior...*) by one of its employees or by Action Against Hunger's employees, associated personnel or partner, please notify the designated point of contact immediately – see contacts at the end of the document.

## 1. GENERAL REQUIREMENTS

### KEY PRINCIPLES

- Comply with all applicable International Labour Organization Conventions and local laws, legislation, and regulations.
- Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working.

### 1.1. SUPPLIER'S SITUATION

- 1.1.1. **Must** not be in the following cases: bankruptcy, insolvency, liquidation, judicial guardianship, or similar situation resulting from a procedure foreseen by national regulation or legislation.
- 1.1.2. **Must** not – as an entity or any of the company representatives as persons – have been subject to a final conviction for a felony or misdemeanor under French law, particularly for offenses such as corruption, money laundering, fraud, environmental violations, or any other offense related to the exercise of their professional activity.
- 1.1.3. **Must** have fulfilled the obligations relating to the payment of employee social security contributions and taxes in accordance with the legal provisions, either of the country in which the company is established, or of the country of intervention of Action Against Hunger, or of the country in which the contract will be carried out.
- 1.1.4. **Must** not have been found in serious breach of contract for failure to comply with contractual obligations in a previous procurement process.
- 1.1.5. **Must** provide Action Against Hunger with the following documents:
  - Personal national ID of the supplier / company representative;
  - Company status and registration;
  - Task order or power of attorney authorizing the representative to sign the contract if it's not signed by the legal owner themselves;
  - Copy of tax registration.
- 1.1.6. **Must** guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits if asked.
- 1.1.7. **Should**, in addition, have minimum administrative capability such as the ability to issue an Invoice, a Delivery Note and possess an official stamp.

## 2. LABOR

### KEY PRINCIPLES

- Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of employees.
- Employ individuals of an appropriate age.
- Pay all employees fairly and reasonably.
- Employ people on a voluntary basis, with freely agreed documented terms of employment.
- Be a responsible employer, treat employees fairly and protect their health and safety.
- Ensure that workers and employees have a voice and are given the freedom of association.

## 2.1. MINIMUM WORKING AGE

2.1.1. **Must** adopt the highest applicable standard for working age based on the International Labour Organization Conventions and the laws of the country(s) where the contract is implemented (*i.e. whichever age is the highest*).

## 2.2. FORCED / COMPULSORY LABOR

2.2.1. **Must** prohibit forced or compulsory labor / modern slavery<sup>1</sup> in all forms.

## 2.3. MODERN SLAVERY AND HUMAN TRAFFICKING

2.3.1. **Must** not participate in, or support, Human Trafficking or Modern Slavery.

2.3.2. **Must** not subject any people to exploitative or harmful labor.

## 2.4. CHILD LABOR

2.4.1. **Must** not employ people under the age of 16.

2.4.2. **Must** ensure that work opportunities provided to persons between 16 and 18 years old are decent, have learning purposes, and are within the framework of the country's labor law.

2.4.3. **Must** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.

## 2.5. DISCRIMINATION

2.5.1. **Must** not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, sexual orientation, disability, civil partnership or marriage, pregnancy, maternity, paternity, etc.

2.5.2. **Should** promote the integration of gender equality at workplace and in their policies.

## 2.6. HARASSMENT, INTIMIDATION AND BULLYING

2.6.1. **Must** ensure no employees are subject to harassment (sexual, verbal, physical, mental or visual), coercive behavior, intimidation or bullying. This also includes behavior directed towards Action Against Hunger employees.

2.6.2. **Must** ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

## 2.7. WAGES AND WORKING HOURS

2.7.1. **Must** ensure employees are provided with a fair living wage.

2.7.2. **Must** not make deductions from wages other than those permitted under conditions prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned employees of such deductions.

2.7.3. **Should** ensure employees are not required to work more than the regular and overtime hours allowed by the laws of the country where the employees are employed.

2.7.4. **Should** use employment contracts for all employees.

2.7.5. **Should** ensure your suppliers and subcontractors are paid fairly and on time as committed.

## 2.8. HEALTH AND SAFETY

2.8.1. **Must** ensure all applicable Occupational Health and Safety laws are adhered to.

2.8.2. **Must** ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.

2.8.3. **Must** ensure adequate hygiene, health and safety measures are in place, necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

## 3. HUMAN RIGHTS

### KEY PRINCIPLES

- Grant employees the rights afforded under national and international Human Rights acts.
- Ensure all employees are treated with dignity and respect.

<sup>1</sup> Forced labor can be understood as work that is performed involuntarily and under the menace of any penalty. It refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as manipulated debt, retention of identity papers or threats of denunciation to immigration authorities. "Traditional practices of forced labour, such as vestiges of slavery or slave-like practices, and various forms of debt bondage, as well as new forms of forced labour that have emerged in recent decades, such as human trafficking." Also called "modern-slavery" to shed light on working and living conditions contrary to human dignity. <https://www.ilo.org/global/topics/forced-labour/definition/lang--en/index.htm>.

### 3.1. HUMAN RIGHTS

3.1.1. **Must** not be complicit in any Human Rights abuses or violations.

3.1.2. **Must** ensure all employees are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

## 4. ENVIRONMENT

### KEY PRINCIPLES

- Ensure broader environmental responsibility by complying with existing environmental legislation and regulations.
- Be proactive in sustainable product production and / or sustainable sourcing (*replaceable and/or durable materials, locally recyclable*) integrating a circular economy approach and anticipating the end of life management.
- Ensure minimizing environmental impact (*including waste, emissions, energy and water*) of their activities and products. Supplier must have the ability to evaluate, monitor and communicate the impact of its activities on the environment, and having the willingness to improve and enforce systems and practices in place to mitigate.

### 4.1. ENVIRONMENTAL LAWS

4.1.1. **Must**, at all times, comply with existing environmental legislation.

### 4.2. SUSTAINABLE SERVICE/PRODUCT'S DESIGN OR SOURCING AND SUPPLY

4.2.1. **Should** – if manufacturer – source raw materials in an environmentally responsible way and use materials of sustainable origin.

4.2.2. **Should** – if manufacturer – integrate eco-design, take into consideration the end-of-life of products and use responsible product formulation (e.g. *biodegradable, non-toxic, non-plastic, non-carcinogenic, recycled material and content*).

4.2.3. **Should** – if retailer – source products respecting the environment.

4.2.4. **Should** – if service provider – design services respecting the environment, considering resources saving waste management.

4.2.5. **Should** avoid using materials that are dependent on finite resources, and instead use materials of sustainable origin.

4.2.6. **Should** consider the products' end of life to get valorization solutions.

4.2.7. **Should** avoid unnecessary packaging, reduce undue packaging and promote sustainable packaging options.

4.2.8. **Should** look for efficiency to optimize service delivery travel and optimize fleet management (*right sizing and right profiling*).

### 4.3. IMPACT MITIGATION (SUPPLIER INTERNAL PROCESS)

4.3.1. **Must** be transparent about the environmental conditions under which products are manufactured and services provided and cooperate, if needed, with Action Against Hunger and / or its auditors in this respect.

4.3.2. **Should** measure and reduce, where possible, the negative environmental impact of your organization and operations (e.g. *biodiversity conservation<sup>2</sup>, waste production, emissions, water usage, pollution, etc.*).

4.3.3. **Should** develop environmental and climate impact goals and, where possible, include your own suppliers and partners in these goals.

4.3.4. **Should** – if relevant in the sector of intervention – implement an environmental management system (e.g. ISO 14001 standards) and implement an environmental policy.

### 4.4. RECYCLING AND WASTE TREATMENT

4.4.1. **Must**, at all times, manage hazardous waste with environmentally sound management (ESM)<sup>3</sup>

<sup>2</sup> Seek to minimize the impact of operations on fauna, flora and soils to ensure the conservation of biodiversity and habitats.

<sup>3</sup> **Environmentally Sound Management (ESM)** is an approach to ensure that hazardous waste and hazardous recyclable materials, including those crossing international borders, are managed in a manner that protects human health and the environment.

4.4.2. **Must** ensure that prevention principles (*act at source to avoid and limit pollution*) and precaution (*take preventive measures to prevent serious and irreversible damage, even in the absence of certainty*) are respected.

4.4.3. **Should** adopt a business culture and practices that aim to reduce waste and re-use materials, recycling of waste, and disposal practices.

4.4.4. **Should** propose when its own possible waste valorization solutions (*in-house or with partner*) for product waste management (*reverse logistics*<sup>4</sup>).

## 4.5. EMISSIONS

4.5.1. **Should** adopt a business culture and practices that reduce greenhouse emissions (e.g. CO<sub>2</sub>, N<sub>2</sub>O, Freon gas, Hydrocarbons etc.) in the lifecycle of its products and operations.

4.5.2. **Should** have a clear understanding of its carbon footprint and a plan to reduce it.

4.5.3. **Should** minimize staff travel as much as possible, monitor and reduce transportation logistics to ensure efficient distribution and delivery of products and services.

## 4.6. RESSOURCES

4.6.1. **Should** review processes, operations and supply chains to maximize efficiency in resources use.

4.6.2. **Should** minimize energy consumption and use renewable energy sources (e.g. solar power).

4.6.3. **Should** minimize water usage / wastage, adopt water-saving technologies where possible and develop an understanding of its impact on water.

# 5. ETHICAL CONDUCT & LEGAL STANDARDS

## KEY PRINCIPLES

- Adhere to the highest standards of ethical conduct.
- Adopt a zero-tolerance approach towards fraud, bribery and corruption.

## 5.1. CORRUPTION

5.1.1. **Must** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion<sup>5</sup>, fraud<sup>6</sup>, tax evasion, money laundering and bribery<sup>7</sup>.

5.1.2. **Must** not attempt to improperly influence any procurement process through any type of corrupt, bribery, coercive<sup>8</sup>, collusive<sup>9</sup> or other practices.

## 5.2. CONFLICT OF INTERESTS

5.2.1. **Must** disclose any actual, perceived, or potential conflict of interests. This may but not limited to include an employee, agent or member of the immediate family (or an organization that employs any of the family member), having any kind of interest or economic ties with Action Against Hunger.

5.2.2. **Must** notify Action Against Hunger if employment is given to any ex-Action Against Hunger employees within a reasonable period of their end of employment with Action Against Hunger.

## 5.3. GIFTS AND HOSPITALITY

5.3.1. **Must** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods, services, or other items of value to any Action Against Hunger employee.

## 5.4. SANCTIONS, EMBEZZLEMENT AND EXPORT CONTROLS

5.4.1. **Must** follow applicable export control and sanctions rules. This includes not providing funds or resources to restricted individuals or entities and ensuring all necessary approvals.

<sup>4</sup> **Reverse logistics:** logistic management system of products that are recovered by the company, whether recycling, recovery and other forms of returns of products from the customer to the producer.

<sup>5</sup> **Extortion:** the practice of obtaining something, especially money, through force or threats.

<sup>6</sup> **Fraud** defined as an *act or omission, involving either false representation, failing to disclose information, or abuse of position with the intention of deceiving or cheating someone, in order to make a gain or cause a loss to another. Fraud circumvents legal obligations or Action Against Hunger internal rules or regulations*

<sup>7</sup> **Bribery:** to offer Action Against Hunger employees monetary or in-kind gifts to gain additional markets or to continue a contract.

<sup>8</sup> **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

<sup>9</sup> **Collusion:** the co-ordination of firms competitive behavior, with the likely result that prices rise, output is restricted, and the profits of the colluding companies are higher than they would otherwise be. Collusive behavior does not always rely on the existence of explicit agreements between firms but can also be tacit.

## 5.5. ILLEGAL ACTIVITY & TERRORISM

5.5.1. **Must** not be involved in any criminal organization or other illegal activity.

## 6. SAFEGUARDING

**Suppliers are required to read, adhere and comply to the Action Against Hunger Safeguarding Policy.**

Suppliers must contact Action Against Hunger to obtain the policy if it has not been shared with them before signing this Code of Conduct.

### KEY PRINCIPLES FOR THE SUPPLIERS AS AN ORGANIZATION

- Safeguarding means protecting the health, welfare and rights of children, vulnerable and at-risk adults and enabling them to live free from harm, abuse, exploitation, nuisance and neglect that may result from contact with Action Against Hunger's employees, associated personnel, partners and suppliers.
- At least, one time per year, organize a staff awareness session. If the supplier does not have the capacity to do so, they should ask for Action Against Hunger's support.
- Strengthen its internal procedures to prevent harm or abuse. Action Against Hunger can support the supplier to assess your procedures and make recommendations.
- Provide clear steps to address concerns of breaches of this Code of Conduct and the Action Against Hunger Safeguarding Policy. The reporting mechanisms should be well defined, safe and confidential.
- Adopt a zero-tolerance policy towards any form of abuse, harmful practices and behavior being committed against children, vulnerable and at-risk adults, and all Action Against Hunger program participants by analyzing allegations, investigating them and taking appropriate administrative measures against those involved if the allegations are proven.
- Report exploitation, abuse, harassment, and any other form of misconduct committed by one of its employees or by an Action Against Hunger's employee towards children, vulnerable and at-risk adults to Action Against Hunger as soon as an allegation is made (see email contact at the end of this document).
- Adopt a survivor centered approach for ensuring the safety, security, respect, dignity and rights of people who have been sexually abused or exploited.

### INDIVIDUAL BEHAVIORS EXPECTED FROM THE SUPPLIERS' STAFF MEMBERS:

#### 6.1. OVERALL PROTECTION FROM EXPLOITATION, HARM AND ABUSE

6.1.1. **Must** not engage in any form of discrimination, exploitation, maltreatment, abuse, or poor safeguarding practices (applies during and out of working hours).

6.1.2. **Must** ensure that no one shall be subjected to behavior that has the purpose or effect of violating the dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment of children, vulnerable and at-risk adults.

6.1.3. **Must** comply with all relevant laws and regulations including the 'United Nations Convention on the Rights of the Child<sup>10</sup>' and 'UN special measures for protection from sexual exploitation and sexual abuse<sup>11</sup>'.

6.1.4. **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

6.1.5. **Must** respect and promote the highest ethical and professional standards.

6.1.6. **Must** attend safeguarding trainings, meetings, discussions when proposed by the supplier or Action Against Hunger.

#### 6.2. PROTECTION FROM SEXUAL EXPLOITATION<sup>12</sup> AND SEXUAL ABUSE<sup>13</sup> (PSEA)

6.2.1. **Must** not engage in sexual activity with persons under the age of 18, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defense.

6.2.2. **Must** not attempt or sexually abuse or exploit anyone.

<sup>10</sup> <https://www.ohchr.org/en/instruments-mechanisms/instruments/convention-rights-child>

<sup>11</sup> <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/documents>

<sup>12</sup> **Sexual exploitation:** any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

<sup>13</sup> **Sexual abuse:** The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

6.2.3. **Must** not attempt or exchange money, employment or other items or promises of value for any sexual activity.

6.2.4. **Must** not attempt or abuse a position of vulnerability for having sexual activity.

### 6.3. CHILD SAFEGUARDING

6.3.1. **Must** ensure to not stay alone with a child in the course of goods / services delivery.

6.3.2. **Must** be vigilant and attentive to their own behavior to avoid situations where they could be accused of inappropriate behavior.

6.3.3. **Must** not take pictures of children involved in Action Against Hunger activities or any degrading pictures of children in communities where Action Against Hunger has activities.

## 7. COMMUNITY IMPACT

### KEY PRINCIPLE

- Protect and promote the land rights of communities, including native people.

### 7.1. COMMUNITY STRENGTHENING AND LIVELIHOODS

7.1.1. *Should* act in a way that positively impacts local communities, improves livelihoods and uplifts the local economy.

7.1.2. *Should*, where possible, proactively engage and employ locally based suppliers.

7.1.3. *Should*, where possible, procure goods that are sourced and manufactured locally.

7.1.4. *Should*, where possible, employ members of the local communities.

7.1.5. *Should* proactively strengthen local suppliers through technical / operational / management training or support.

7.1.6. *Should* respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

### 7.2. INDIGENOUS PEOPLE

7.2.1. *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.

7.2.2. *Should* avoid activity that may have an adverse impact on the indigenous population.

### 7.3. CULTURAL HERITAGE

7.3.1. *Should* recognize and respect the importance of physical and non-physical cultural heritage in the community.

## SANCTIONS

If a supplier, applicant or bidder is involved in corrupt, fraudulent, collusive, coercive practices, or in case of proven failure to implement preventives measures, Action Against Hunger will impose:

- **Administrative sanctions:** The supplier's misconduct may be reported to the appropriate civil, commercial authorities or to Action Against Hunger's institutional donor. Any professional relationship with the supplier will be terminated with immediate effect.
- **Financial penalties:** Action Against Hunger will seek reimbursement of costs directly and indirectly related to the misconduct of a new bidding or contract award process. Where applicable, the bid security or performance bond will be retained by Action Against Hunger.

Any breach of Action Against Hunger's Safeguarding standard (see *standard 6*), whether within or outside the context of our work, in ways that contravene the principles and standards contained in this document, will result in immediate contract suspension or termination.

## WHISTLEBLOWING / CONTACT US

Action Against Hunger is committed to fair and transparent processes, and the above rules also apply to Action Against Hunger employees.

If a supplier or any of their employees believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger is responsible for violating the above rules, they should file a report through the whistle-blower email hotline, to be reviewed and investigated discretely and appropriately.

To enable their investigation, reports should give as precise information as possible. Providing a name and contact is optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation.

Reports are to be sent by email to [alerthq@actioncontrelafaim.org](mailto:alerthq@actioncontrelafaim.org) (*email must be written in French or in English*).

### **TO BE FILLED OUT BY THE SUPPLIER :**

I, undersigned:

(name of  
representative) \_\_\_\_\_,

(position) \_\_\_\_\_,

at (company name) \_\_\_\_\_,

certify that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger's Supplier Code of Conduct. I commit to achieve the best performances in the event *the company I represent* is awarded a contract.

By signing, I certify that *the company I represent* has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or unethical labor practices, such as the use of child labor or overriding basic social rights and work conditions or the standards defined by the *International Labour Organisation (ILO)*, particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labor, and the respect of working and hygiene conditions; or sexual exploitation or abuse : such as any form of sexual, psychological or verbal abuse, or physical harassment including the following practices: sexual harassment, sexual abuse, sexual relations with children, sexual assault, sexual exploitation or any other contributions to the "sex market".

Last, I hereby certify that *the company I represent* is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

I have read and adhere to the Action Against Hunger Safeguarding Policy.

All supplier responsibilities mentioned in this document extend to any of their suppliers and subsidiaries.

**Date and signature :**

**APPENDIX 5 -**  
**Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference name of the bid or proposal \_\_\_\_\_ (the "**Contract**")

To: \_\_\_\_\_ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this

Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## Appendix 6 : Financial grid

**Comment:** The bidder may indicate as many lines as they wish in each category.

The bidder may also provide, for information purposes, a quote in the format of their choice in addition to the price list.

The bidder may choose to submit a bid for one or more items.

#	Description	Minimum Number of participants	Maximum Number of participants	Unit price including transport, meals and housing..	Unit Price training only	TOTAL in € HT	
1	PFST face-to-face France						
2	PFST face-to-face in country indicate where you can operate	RDC-East (Goma) RDC-Kin CAR Ivory-Coast Cameroon Yemen Iraq Afghanistan Myanmar Thaïland Nigeria Burkina Faso Ukraine Mozambique Chad Pakistan Senegal Kenya					
3	PFST 'Online Refresher'						
4	PFST level 2 (Paris)						
1'	Alternative - PFST face-to-face Europe (please indicate where)						
1''	Alternative - PFST face-to-face Europe (with other NGO )						