





#### Action Against Hunger Canada

Toronto, Ontario, Canada April 2, 2024

Our reference: AAHCA-IOT-2024-01

#### SUBJECT: INVITATION TO TENDER FOR NUTRITION SERVICES

Dear Applicant,

Following your interest in the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger Canada in writing at least 10 days before the deadline for submission of tenders. Action Against Hunger Canada will reply to bidders' questions at least 5 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before 23:59 EST (Toronto) on 19 May 2024 as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

GNC Operations Team and SMART Initiative

Action Against Hunger Canada







# Call for Tender for

**Nutrition Services** 

Publication reference: AAHCA-IOT-2024-01

April 2, 2024







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#### A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Action Against Hunger Canada General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Canada Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation (including all Appendices and supporting documentations as part of this RFP) within the deadline specified may lead to the rejection of the tender.

#### 1. Preamble

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 are a nongovernmental, non-political, non-religious, non-profit organization.







Action Against Hunger opened a headquarters in Canada in 2006. This office fosters better understanding of hunger in malnourished communities and the best ways to support them, recruits committed Canadian experts who work alongside communities to save lives and develop sustainable solutions and supports the 'big picture' - global collaboration of governments, agencies and citizens working on solving hunger.

#### The Global Nutrition Cluster

The Global Nutrition Cluster (GNC) is an initiative for the mutual benefit of the nutrition community, and affected populations, to improve the quality of nutrition in emergency preparedness, response, and recovery.

The GNC exists to provide timely, cost effective, coordinated, and sustainable technical support to nutrition emergencies. This is achieved by offering expert guidance, high quality learning and training, either remotely, through the deployment of an Advisor or through recommendations of expert nutrition consultants.

Support can be accessed by anyone interested in nutrition via the <u>Request Form</u>. All requests for support, however small, from all types of organizations (including government) should submit requests here, and a response will be received within 24 hours.

The GNC Partners are made up of individuals, organizations, initiatives, and academia at global, regional, and national levels that hold nutrition technical expertise across the humanitarian and development spheres.

The GNC Operation Team, co-hosted by Action Against Hunger Canada, strives to improve the quality, efficiency, and coordination of technical support to nutrition emergency responders. This includes developing innovative approaches to provide remote support, ensuring that all nutrition responses are gender-sensitive, expanding the number, language profile and technical areas of the GNC Consultant Roster, and working with local organizations and experts to provide an efficient and adapted response to nutrition emergencies.

#### **SMART**

The Standardized Monitoring and Assessment of Relief and Transitions (SMART) is a nutrition assessment methodology that was specifically designed to provide decision-makers with the ability to collect reliable and accurate nutrition and mortality data, both in humanitarian and development contexts. After more than a decade of refinement and application, SMART has grown to be the reference and gold standard cross-sectional field methodology among organizations and governments. The methodology has evolved to include Rapid SMART methods that Action Against Hunger Canada has used to assess displaced populations and in conflict contexts where there is limited access (e.g. Afghanistan, South Sudan, Central Africa Republic) and national SMART surveys that are currently being adopted by many countries (e.g. Malawi 2019, Syria 2019, Tanzania 2014-2018, Lebanon 2021, Afghanistan 2022, Libya 2022, Niger, Burkina Faso, and Central Africa Republic).

As the Global SMART Initiative Convener, the SMART Team at Action Against Hunger Canada supports key nutrition stakeholders by enhancing response capacity in emergencies, high-risk contexts with an absence of reliable data, interventions with displaced populations, and in development settings. SMART also provides support by ensuring coordination and dissemination







of information around the methodology and advancing technical capacity to conduct SMART surveys.

Headquartered in Toronto, Canada and in two strategic regional hubs in East Africa (Nairobi), and Asia (Pakistan), the SMART Initiative has presence in over 55 countries where SMART methodology is regularly used by governments, UN agencies, INGOs, and national NGOs, including: Afghanistan, Bolivia, Burkina Faso, Cameroon, Central African Republic, Chad, Colombia, Democratic Republic Of Congo, Djibouti, Ethiopia, Haiti, Guatemala, Guinea, Haiti, Ivory Coast, Kenya, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Niger, Nigeria, Peru, Senegal, Sierra Leone, Somalia, South Sudan, Uganda, Togo, Zimbabwe, Afghanistan, Bangladesh, Cambodia, India, Indonesia, Myanmar, Mongolia, Nepal, Pakistan, Philippines, Georgia, Iraqi Kurdistan, Jordan, Afghanistan, Occupied Palestinian Territory, Syria, Ukraine, and Yemen.

Action Against Hunger Canada works closely with national governments, UNICEF offices, and local and international NGOs. The response capacity of the organization enables it to deploy to and provide technical support during emergencies even if these occur in countries with no pre-existing organizational presence (e.g., Syria cross border operation in Türkiye 2016-2019, Mozambique 2014-202023, Malawi 2019, Nigeria 2023).

#### 2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the supply of Nutrition Services for the Global Nutrition Cluster and the SMART Team within Action Against Hunger Canada.

The Purpose of this Call for Tender is to sign a two years (2) Framework Agreement contract for the supply of nutrition services.

Total quantities and services mentioned in this Call for Tenders are estimates of Action Against Hunger Canada's immediate needs and may vary; this estimation can in no case be considered as a firm order from Action Against Hunger Canada.

A detailed description of the services required by Action Against Hunger Canada in each stage is contained in the technical specifications (see APPENDIX A – Technical specifications). Details of each stage are outlined in this document.

#### 3. Call for Tenders Schedule:

	DATE	TIME*
Explanatory meeting for former, current,	April 10, 2024	9:00 EST/15:00 CET
and prospective partners on the purpose		
and intention of the tender		
Deadline for questions for clarification to	April 19, 2024	17:00 EST
be discussed during the clarification		
meeting		
Clarification meetings	April 25, 2024	9:00 EST/15:00 CET
	_	







Deadline for request for any clarifications	May 9, 2024	17:00 EST
from Action Against Hunger Canada	-	
Last date on which clarifications are	May 14, 2024	17:00 EST
issued by Action Against Hunger Canada		
Deadline for submission of tenders	May 19, 2024	23:59 EST
(receiving date, not sending date)		
Assessment of the offers received by	From May 20, 2024	N/A
Action Against Hunger Canada		
Notification of award to the successful	From June 24, 2024	N/A
tenderer	onwards	
Signature of the contract	From June 24, 2024	N/A
	onwards	

<sup>\*</sup> All times are in the local time of Toronto, Canada.

Please note all dates are provisional dates and Action Against Hunger Canada reserves the right to modify this schedule.

Please note Action Against Hunger Canada reserves the right to pre-select some of the received offers, based upon the criteria listed in article 13 of the present document, and to enter a competitive dialogue with the shortlisted companies.

#### 4. Questions and Clarifications

If Action Against Hunger Canada, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following by email up to 10 days (10) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

Contact name: Procurement Team

E-mail: <u>procurement@actionagainsthunger.ca</u>

#### 5. Clarification meeting / site visit

Clarifications meeting for participants that have questions will be held in April 2024. Recording will be available for those who have questions but are not able to attend. Questions can be submitted in advance.

#### 6. Eligibility

Participation in tendering is open on equal terms to any legal persons or company or organization.

However, to comply with some of Action Against Hunger Canada's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods/services.

#### 7. Instructions to submit an Offer

#### 7.1 – Response Format







The tender shall consist of one (1) email.

Offers should be sent to <u>procurement@actionagainsthunger.ca</u> with the subject line:

#### **Nutrition Services - AAHCA-IOP-2024-01**

Offers must be received by Action Against Hunger Canada no later than the 23:59 EST (Toronto) on May 19, 2024.

#### 7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) An itemized list of all documents in the proposal.
- 2) "Contractor Questionnaire" duly completed (see Appendix B). This questionnaire should be completed with all required information such as:
  - a) Proof of Company Registration.
  - b) A copy of audited financial statements for last three (3) years (balance sheet and income statement).
  - c) The details of the names, address and contact information of three (3) references for whom the same type of services were provided. Action Against Hunger Canada reserves the right to contact these references, without notifying the Tenderer.
  - d) An organizational (human resources) chart for the company in general.
  - e) An organizational (human resources) chart for the proposed team, clearly indicating reporting lines and client contact points. (If applicable)
  - f) CVs for each proposed individual that will be providing technical services
- 3) A detailed Technical Offer addressing each component of the GNC and SMART requirements and responding to all technical questions in the template in Appendix A. Offers should be provided according to the instructions in the template and must address all stages of development and clearly demonstrate how the company and/or project team meet the desired qualifications outlined in this document. Action Against Hunger Canada is open to creative or unconventional solutions for the GNC and SMART so long as the technical requirements and the needs of users can be met.
- 4) "Pricing Matrix" or detailed Price offer, with explanatory notes if necessary (see Appendix C). The preferred currency for this tender is Canadian Dollars (CAD).







- 5) "The Declaration of compliance and commitment to respect Action Against Hunger Canada Good Business Regulations" filled and signed by the duly authorised person (see Appendix E).
- 6) Action Against Hunger Canada Terms and Conditions of Purchase signed and approved by contractor (see Appendix F).
- 7) If applicable, a letter specifying differences between the Contractor Sales conditions and Action Against Hunger Canada General Purchase Conditions.

Failure to provide all the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.

#### 8. Call for Tender Process

Action Against Hunger Canada reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger Canada does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

Action Against Hunger Canada reserves the right to select a shortlist of pre-selected contractors, based on the criteria announced in paragraph 13 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected contractors.

#### 9. Period of validity

Contractors shall be bound by their tenders for a period of one hundred and eighty (180) days minimum from the deadline for submission of tenders.

However, the prices and conditions defined in the Framework Agreement signed with the selected contractor will be valid for two (2) years after contract signature.

#### 10. Currency of tenders

Tenders should be presented in Canadian Dollars (CAD). Any applicable taxes should be included in the quote and presented separately.

#### 11. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger Canada must be written in English.

#### 12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

#### 13. Opening, evaluation of tenders 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 generally in order.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Action Against Hunger encourages organisations from the global south to contribute technical services through this opportunity.

Tenders will be evaluated on the following criteria:

#### Administrative (5%)

Based on responses to Appendix B in RFP – Contractor Questionnaire (5%).

#### Technical (75%)

Organisational Profile: 10%

Team Profile: 20%

Technical Specialisation: 30% Cross-cutting Themes: 5%

Response Capacity and Plan: 10%

#### Financial (20%)

Competitiveness of price relative to other proposals (10%).

Attractiveness of proposed pricing and fee structure based on its potential to offer value for money (10%).

While care has been taken to specify the selection criteria, Action Against Hunger Canada reserves the right to change the weighting during the evaluation.

Beyond these requirements, contractors are encouraged to elaborate on how they can add special value through their specific approach or expertise. Action Against Hunger Canada is particularly interested in topics such as privacy, confidentiality, localisation, gender, quality, sustainability, inclusion, reliability, and the ability to operate in challenging environments around the world.

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 Action Against Hunger Canada in its decision concerning the award of the contract will result in the immediate rejection of their tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

#### 14. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award).







After selection, and before signature of the contract, Action Against Hunger Canada reserves the right to interview the team of the selected tenderer that will be allocated for the works. Action Against Hunger Canada reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed by email shortly after the award.

#### 15. Contract

The Framework Agreement that will be concluded between the successful tenderer and Action Against Hunger Canada is done according to Action Against Hunger Canada standard Framework Agreement contract.

The contract will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier
- Action Against Hunger Canada Terms and Conditions attached in Appendix F for additional elements not covered in the Tender Dossier
- The selected contractor's offer
- Specific conditions that differ from the above, offered by the contractor and explicitly accepted by Action Against Hunger Canada

\*Note that a Framework Agreement is not a commitment to purchase the services, but rather an agreement on terms, prices, and conditions with preferred contractors if Action Against Hunger Canada needs to place a purchase order.

#### 16. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger Canada.

#### 17. Ethics

Action Against Hunger Canada pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers must read and understand the Action Against Hunger Canada International Safeguarding Policy and Good Business Regulations as defined by Action Against Hunger Canada and introduced in the Appendix E of this tender dossier. The tenderers will have to fill and sign the Appendix E Declaration of compliance & commitment to respect Action Against Hunger Canada Good Business Regulations.







#### **B-TECHNICAL SPECIFICATIONS**

#### 18. Technical description of the Goods / Services

#### 18.1 <u>Terminology</u>

Backstopping Technical Advisor – the person who provides support to a Technical Advisor, usually including review of materials in draft, regular communication to hear how the work is progressing and to provide a fresh perspective on how the work is progressing; often backstopping can also incorporate capacity strengthening but this is not always the case. All technical advisors, even senior ones, benefit from backstopping.

Technical Advisor – the person who provides support to the requesting governments, nutrition clusters, and / or local and international non-governmental organizations; this is the person that carries out the bulk of the work for a request.

#### 18.2 <u>Detailed Responsibilities</u>

#### 18.2.1 High-level Description of Work to be Performed

The subject of the call for tender is to provide services by the Contractor of the following services to Action Against Hunger Canada. Please take into consideration the below requirements:

- Please list out a range of daily rates in CAD for each seniority level of each service.
- All-inclusive rates mean staff time, support costs, management, and administration, necessary for the delivery of work.
- The rates will be fixed for two years.
- Cost of Travel (air tickets, per diem, accommodation, visa, transportation, etc.) and program activities, including translation of the materials, will be submitted and negotiated separately and thus should not be included in the offered rate.
- In addition to the daily rates, other expenses might be added to the Supplier Purchase Order or Statement of Work when needed, such as travel costs or program activities costs (e.g. training costs).

#### Lot 1: SMART

Prov	Provide technical assistance and backstopping to countries based on specific technical support requests				
Ref.	Item	Description	All-inclusive Rates /Per Day/in CAD	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD
No.	ræm	Description	SENIOR (more than 10 years' experience)	MID (5-10 years' experience)	JUNIOR (less than 5 years' experience)







1	NIS Specialist	Expert experienced in designing and implementing effective nutrition information system		
2	SMART Specialist	Experienced survey managers who will lead small scale or national level SMART surveys		
3	SQUEAC Specialist	Experienced survey managers who will lead small scale or national level SQUEAC surveys		
4	SMART manager training support	Experienced survey managers who have technical as well as facilitation skills in training survey managers (In person or virtually)		

Lot 2: GNC

Prov	Provide technical assistance and backstopping to countries based on specific technical support requests				
Ref.	Item	Description	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD
No.		Zoonpuon	SENIOR (more than 10 years' experience)	MID (5-10 years' experience)	JUNIOR (less than 5 years' experience)
1	Technical Advisor	High-quality experts (lead advisor) that provide direct technical support according to requests from countries, including capacity strengthening, conducting capacity assessments and analysis, facilitating workshops, among other activities.			
2	Technical Advisor Backstop	High-quality experts that support the lead advisor in above listed activities			

The Technical Advisor will be responsible for strengthening the delivery of the response through the provision of senior leadership, technical support, and capacity building during in-country / remote support deployments to governments, nutrition clusters, and / or local and international non-governmental organizations.







Selection of applicants for Framework Agreements will be based on the applicant's ability to provide services in the selected Primary Technical Areas listed below. A list of Secondary Technical Areas is included to permit applicants to expand on their service offer. Applications for service provision of a Secondary Technical Area, without specialisation in a Primary Technical Area, will not be sufficient basis for Framework Agreement, as the number of requests in the Secondary Technical Areas currently does not warrant the need for specific framework agreements.

#### **Primary Technical Areas:**

- 1. Prevention and management of malnutrition in emergencies
  - 1.1. Detection and treatment of wasting in children
  - 1.2. Management of complicated wasting
  - 1.3. Simplified approaches for the management of wasting
  - 1.4. Infant and Young Child Feeding and Nutrition in Emergencies
- 2. Cross-cutting approaches and modalities applied to nutrition
  - 2.1. Cash and voucher assistance for nutrition programming
- 3. Needs Assessment and Analysis for Nutrition Outcomes
  - 3.1. SMART Surveys
  - 3.2. Integrated Food Security Phase Classification (IPC)
  - 3.3. Nutrition Information Systems (NIS) (e.g. routine programme data; multisectoral data; surveillance)

#### Secondary Technical Areas

- 1. Prevention and management of malnutrition in emergencies
  - 1.1. Maternal nutrition
  - 1.2. Adolescent nutrition
  - 1.3. Micronutrients
  - 1.4. Multi-sectoral nutrition programming
  - 1.5. Management of small and nutritionally at-risk infants under 6 months and their mothers (MAMI)
- 2. Cross-cutting approaches and modalities applied to nutrition
  - 2.1. Social behaviour change
  - 2.2. Gender programming in nutrition
  - 2.3. Gender based violence
  - 2.4. Climate Change/Environmental protection
  - 2.5. Nutrition Advocacy
  - 2.6. Monitoring, Evaluation and Learning
- 3. Needs Assessment and Analysis for Nutrition Outcomes
  - 3.1. IYCF-E Surveys
  - 3.2. Coverage Surveys (e.g., SQUEAC, SLEAC, etc.)
  - 3.3. Qualitative Assessments (e.g., KAP, Barrier Analysis, KII, FGDs, etc.)
  - 3.4. Other surveys (e.g., LinkNCA, Cost of Diet, FSNA, etc.)
- 4. High-level leadership, facilitation, and engagement for nutrition programming







- 4.1. Protocols, policies, strategies, and action plans
- 4.2. Multi-sectoral programme design and evaluation
- 4.3. Strengthening localisation and HDPN
- 4.4. Resource mobilization, financing, and accountability

Whilst each technical support package is tailored to specific needs, across the technical areas, support provided could include following activities: capacity strengthening; the design and delivery of trainings and orientations; development of training plans; survey design and implementation; formative research; personnel, organizational and programmatic capacity mapping; policy assessment; coaching; strategy and work plan development; tool development; support to technical working groups; monitoring and evaluation design; learning and documentation; and advocacy support.

Detailed ToRs for each technical support will be developed and the ToR and expected deliverables will be refined once the technical support starts. In case of in-country deployment, the in-country supervisor will meet with the Technical Advisor within 48 hours of arrival in country, as the situation remains dynamic and requires a certain degree of flexibility.

Activities are indicative and not limited to above listed. Time and scheduling permitting Technical Advisors may also be requested to perform other relevant tasks. If these present a significant deviation from the Purchase Order or Statement or Work, these would be discussed with and agreed upon by all parties and documented (at least by email if not an official amendment to Purchase Order/Statement of Work document).

Travel and program activity costs should be excluded from the quoted price as this will be covered by AAH Canada or added, as needed, in the PO/SoW subsequently.

In order to facilitate hosting arrangements for deployments, applicants will be required to have a Standby Partnership Agreement with a UN agency. As UNICEF is the Nutrition Cluster Lead Agency, this is the most common UN agency to host advisers. If one does not exist, it will need to be negotiated prior to any deployment wherein a UN agency intends to host the technical advisor. If needed, alternative solutions will be explored for hosting an advisor (hosting by applicant organisation or by a partner organisation, in which case an agreement between hiring and hosting organisation will need to be negotiated) but these can be time consuming and may prohibit timely provision of technical support.

### 18.2.2. Desired Qualifications of the Nutrition Individual or Team within an Organization or Company

Generally, to complete these works to the quality required for GNC/SMART initiative, the organization is expected to propose a team with the following qualifications:

#### **SMART** Initiative

QUALIFICATIONS & EXPERIENCE







#### Required:

- 1. The consultant should have at least 8 years' work experience in nutrition and public health in emergencies
- 2. Demonstrated experience in designing and leading nutrition assessments
- 3. Excellent knowledge of SMART, rapid nutrition assessments methodologies and statistical software including ENA for SMART and other statistical packages
- 4. Strong skills in coordination and the ability to work effectively with a range of stakeholders, including nutrition clusters, partners, and the Ministry of Health
- 5. Highly developed writing skills both at a programmatic level (assessment reports, proposals) and a policy level (policy papers, guidance notes)
- 6. Strong communications skills (both written and verbal) at a level appropriate for high-level external representation (lobbying, presentations)
- 7. Ability to analyse diverse information and develop recommendations for an appropriate response to emergencies
- 8. Master's degree in nutrition or public health, or equivalent
- 9. Demonstrated capacity in SMART methodology

#### **GNC**

#### QUALIFICATIONS & EXPERIENCE

#### Required:

- 1. Master's degree in Economic, Social Science, Nutrition, Public Health, or related field.
- 2. More than 10 years (for Senior Level Technical Advisor), 5-10 years (for Mid-Level Technical Advisor) or less than 5 years (for Junior Level Technical Advisor) work experience in nutrition and public health in emergencies.
- 3. Demonstrated experience in designing and leading nutrition initiatives.
- 4. Demonstrated experience in capacity building, including conducting learning needs assessment, capacity assessment and capacity building strategies.

#### Desired

5. Experience in the development of innovative training tools (will be considered an asset).

#### KNOWLEDGE, SKILLS, ABILITIES AND OTHER ATTRIBUTES

#### Required:

- 6. Demonstrated understanding and commitment to humanitarian principles.
- 7. Strong skills in coordination and the ability to work effectively with a range of stakeholders, including nutrition clusters, partners, and the Ministry of Health.
- 8. Highly developed writing skills both at a programmatic level (assessment reports, proposals) and a policy level (policy papers, guidance notes).







- 9. Strong communications skills (both written and verbal) at a level appropriate for high-level external representation presentations).
- 10. Flexibility in ways of working: the nature of assignments might shift based on emerging needs.
- 11. Ability to analyse diverse information and develop recommendations for an appropriate response to emergencies.
- 12. Excellent knowledge and demonstrated experience in nutrition and public health in emergencies.
- 13. Ability to work in English to a high standard.
- 14. Technical skills and experience in the thematic areas selected for the application.

#### Desired:

- 15. Working knowledge of French, Spanish and / or Arabic desirable.
- 16. Existing standby partnership agreement with UNICEF or another UN agency, or willingness to put one in place.

#### 18.3 **Special Provisions**

More specifically for this call for tender, the contractor will:

- Ensure that efforts are made for Gender and GBV risk mitigation to be a cross-cutting concern across all support provided for the GNC Technical Alliance. The Technical Advisor will ensure this happens and ensure that any opportunities for any gender/GBV related support are identified and discussed with country teams.
- Ensure that efforts are made to enhance the role and power of local and national organizations (especially women led, or women's rights focused organizations) in nutrition responses is a key objective of the GNC. Therefore, during the development, implementation and follow up, all reasonable efforts should be made to explore possible opportunities for local organizations to lead or at least by involved in the technical support. This should be at every stage of the assignment, including the development of the ToR and preparation for the work to take place, as well as, for example, involvement (preferably leading) on the development of any products and involvement in training.
- Local resources (i.e. from country offices, partners, etc.) should be prioritised when considering the ability to fulfil support requests. The supplier should demonstrate how they will embrace localisation in their proposal and service provision.
- Ensure the adherence and compliance with Action Against Hunger Canada International Safeguarding Policy as well as Action Against Hunger Canada Good Business Regulations.

#### 18.4 Marking

As a means to acknowledge the support of the GNC or SMART and its donors, the GNC, SMART and donor logos should be included in any or all materials produced by or with the support of the







Technical Advisor, unless there are specific security reasons for not doing so. Technical Advisors should ensure these are in place and according to requirements, with support from the GNC.







### **Appendices**

Appendix A: Technical Application

Appendix B: Contractor Questionnaire

Appendix C: Detailed Pricing Matrix

Appendix D: Action Against Hunger Canada's Good Business Regulations

Appendix E: Action Against Hunger Canada's Terms and Conditions of Purchase







### Appendix A: Technical Application

Offers should be provided according to the key areas highlighted in the below template and clearly demonstrate how the organisation and/or project team meet the desired qualifications outlined in this document. Action Against Hunger Canada is open to creative or unconventional solutions for the GNC and SMART so long as the technical requirements and the needs of users can be met.

Scoring for the Technical Application will be as follows:

Section	Total Score Possible	Score Awarded
Organisation Profile (1 pg.)	15	
Team Profile (1 pg.)	20	
Technical Specialisation (2 pg.)	30	
Cross cutting theme (1 pg.)	15	
Response Capacity (1 pg.)	20	
Total Score:	100	

#### **Application Template:**

#### Organisation Profile (1 page max)

Provide a **summary of your organisation** including thematic and geographic focus areas and an overview of the organisation or team structure and governance. Include your organisational values, way of working and indicate your operational presence at local, national, regional, and global levels. Include engagement with cluster mechanisms or national technical fora and specify the areas of focus for nutrition work.

#### Team Profile (1 page max)

Provide details of the team that can be assigned to GNC and SMART Projects. Include number and skill level of staff (including language capability) and where they are located (local, national, regional, or global).

#### Technical Specialisation (2 pages max)

For the technical areas (See Section B – TECHNICAL SPECIFICATIONS) that the team is applying to respond for, provide a summary of **team's technical expertise** and experience that will result in ability to perform the work to a high technical standard.

Provide details of the **range of activities** the team can offer (i.e. capacity strengthening; the design and delivery of trainings and orientations; development of training plans; survey design and







implementation; formative research; personnel, organizational and programmatic capacity mapping; policy assessment; coaching; strategy and work plan development; tool development; support to technical working groups; monitoring and evaluation design; learning and documentation; and advocacy support)

#### Cross cutting theme (1 page max)

Provide a summary of how the team has expertise in addressing cross-cutting themes. Include cross-cutting themes of priority for the team, as well as gender and localisation.

#### Response Capacity (1 page, max)

Provide a summary of how the team will be able to respond to needs for the collective. Include how deployments will be managed, reporting, quality assurance, response time and duration and other relevant plans. Please specify how this will be managed during a rapid onset situation.







### Appendix B: Contractor Questionnaire

**Company Name:** To be filled by Tenderer

Publication reference: Nutrition Services - AAHCA-IOP-2024-01

Company Name:	
Company Address:	
Contact Name:	
Contact Position/title:	
Contact Details (Phone / Email):	

Company	Information:	
1	Where is your company registered?  Please provide a copy of Registration.	
2	When was it registered?	
3	Is your company part of an international company?	
4	Where do you have offices? Which countries?	
5	How many employees work for your company?	
6	Does your company current have a standby partnership agreement with any UN Agency? If so, which one?	
Financial	Information:	
7	What is your yearly income in CAD over the last 3 years?	
	Last Year (2023):	
	Previous Year (2022):	
	Previous Year (2021):	
Quality As	ssurance & Ongoing Support:	
8	What measures do you use to assure the quality of your services?	
9	Please detail additional services you offer: follow up after the Service? Accountability? Please ensure this description aligns with the details of your technical and financial offer.	
10	If so, how do you provide such services?	
Subcontra	cting <sup>1</sup>	
11	Which services do you generally subcontract?	
12	Which services would you specifically subcontract in this Action Against Hunger Canada project?	

<sup>&</sup>lt;sup>1</sup> In general, sub-contracting is not encouraged as we aim for best value for money for technical support; therefore, if subcontracting will be utilised to fulfil a request, we may negotiate with Framework Agreement partners to ensure the best use of GNC resources as well as upholding the principle of partnership.







13	What are the names and Registration numbers of the companies you would subcontract to?	
Documen	1 /	
14	Can you provide a detailed breakdown of service provided for each assignment?	
Technical	Areas selected for the application	
A	Primary Technical Areas	Yes/No
A1	Prevention and management of malnutrition in emergencies	
A1.1 A1.2	Detection and treatment of wasting in children	
	Management of complicated wasting	
A1.3	Simplified approaches for the management of wasting	
A1.4	Infant and Young Child Feeding and Nutrition	
A2	Cross-cutting approaches and modalities applied to nutrition	
A2.1	Cash and voucher assistance for nutrition programming	
<b>A3</b>	Needs Assessment and Analysis for Nutrition Outcomes	
A3.1	SMART Surveys	
A3.2	Integrated Food Security Phase Classification (IPC)	
A3.3	Nutrition Information Systems (NIS) (e.g. routine programme data; multisectoral data; surveillance)	
В	Secondary Technical Areas	Yes/No
B1	Prevention and management of malnutrition in emergencies	
B1.1	Maternal nutrition	
B1.2	Adolescent nutrition	
B1.3	Micronutrients	
B1.4	Multi-sectoral nutrition sensitive programming	
B1.5	Management of small and nutritionally at-risk infants under 6 months and their mothers (MAMI)	
B2	Cross-cutting approaches and modalities applied to nutrition	
B2.1	Social behaviour change	
B2.2	Gender programming in nutrition	
B2.3	Gender based violence	
B2.4	Climate Change/Environmental protection	
B2.5	Nutrition advocacy	
B2.6	Monitoring, Evaluation and Learning	
В3	Needs Assessment and Analysis for Nutrition Outcomes	
B3.1	IYCF-E Surveys	
B3.2	Coverage Surveys (e.g. SQUEAC, SLEAC, etc.)	







B3.3	Qualitative Assessments (e.g. KAP, Barrier Analysis, KII, FGDs, etc.)	
B3.4	Other surveys (e.g. LinkNCA, Cost of Diet, FSNA, etc.)	
B4	High-level leadership, facilitation and engagement for nutrition programming	
B4.1	Protocols, policies, strategies and action plans	
B4.2	Multi-sectoral programme design and evaluation	
B4.3	Strengthening localisation and HDPN	
B4.4	Resource mobilization, financing and accountability	
B5	Other, please specify:	







### Appendix C1: DETAILED PRICING MATRIX

#### **SMART INITIATIVE**

Please use the template provided to submit the detailed pricing matrix in your proposal and take into consideration the below requirements:

- Please list out a range of daily rates in CAD for each seniority level of each service.
- All-inclusive rates mean staff time, support costs, management, and administration, necessary for the delivery of work.
- Rates will be fixed for two years
- Cost of Travel (air tickets, per diem, accommodation, visa, transportation, etc.) or Translation of the materials needed for the work will be covered by ACF Canada and these costs should not be included in the offered rate.
- In addition to the daily rates, other expenses might be added to the Supplier Purchase Order or Statement of Work when needed, such as travel costs or program activities costs (e.g. training costs)

Provide technical assistance and backstopping to countries based on specific technical support requests									
Ref. No.	Item	Description	All-inclusive Rates/per Day/in CAD SENIOR (more	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD JUNIOR (less				
			than 10 years' experience)	MID (5-10 years' experience)	than 5 years' experience)				
1	NIS Specialist	Expert experienced in designing and implementing effective nutrition information system							
2	SMART Specialist	Experienced survey managers who will lead small scale or national level SMART surveys							
3	SQUEAC specialist	Experienced survey managers who will lead small scale or national level SQUEAC surveys							
4	SMART manager training support	Experienced survey managers who have technical as well as facilitation skills in training survey managers (In person or virtually)							







### Appendix C2: DETAILED PRICING MATRIX

#### **GNC**

Please use the template provided to submit the detailed pricing matrix in your proposal and take into consideration the below requirements:

- Please list out a range of daily rates in CAD for each seniority level of each service.
- All-inclusive rates mean staff time, support costs, management, and administration, necessary for the delivery of work.
- Rates will be fixed for two years.
- Cost of travel (air tickets, per diem, accommodation, visa, transportation, etc.) should not be included in the offered rate.
- When needed, travel costs and other expenses, such as program activities costs (e.g. training costs, translation costs, etc.) might be added to the Supplier Purchase Order or Statement of Work, in addition to the daily rates.

Provide technical assistance and backstopping to countries based on specific technical support requests								
Ref. No.	Item	Description	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD	All-inclusive Rates/per Day/in CAD			
			SENIOR (more than 10 years' experience)	MID (5-10 years' experience)	JUNIOR (less than 5 years' experience)			
1	Technical Advisor	High-quality experts (lead advisor) that provide direct technical support according to requests from countries, including capacity strengthening, conducting capacity analysis, facilitating workshops, among other activities.						
2	Technical Advisor Backstop	High-quality experts that support the lead advisor in above listed activities						







## Appendix D Action Against Hunger's GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the service providers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.

#### I. Principles of the procurement procedures

Action Against Hunger has transparent procedures to award markets. Essential principles are

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

Usual criteria to select a service provider are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

#### II. Misbehaviour, ineligibility, and exclusion

Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
  - The use or presentation of false, incorrect, or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors' funds
  - Non-disclosure of information, with the same effect
  - The misapplication of such funds for purposes other than those for which they were originally granted
- Active corruption: to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors' financial interests







- **Collusion**: the co-ordination of firm's competitive behaviour, 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 behaviour does not always rely on the existence of explicit agreements between firms but can also be tacit.
- 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.
- **Bribery:** to offer Action Against Hunger employees monetary or in-kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organization** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations, or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

### Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be 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
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

### Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

#### III. Administrative and financial sanctions

In the event a service provider, candidate or tenderer is engaged in corrupt, fraudulent, collusive, or coercive practices Action Against Hunger will impose:

- Administrative sanctions:







Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

#### - Financial sanctions:

Action Against Hunger will request the reimbursement of the cost linked directly and indirectly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

#### IV. Information of and access for the Donors

Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a service provider, candidate or tenderer is engaged in corrupt, fraudulent, collusive, or coercive practices.

Furthermore, the contractors agree to 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.

#### V. Documents to be a service provider

Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the service provider/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact
- UN Standby Partnership Agreement, if applicable

In addition, the contractor must have the capacity to issue invoices, receipts, and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp, as needed.

#### VI. Anti-Corruption Policy

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 Whistle-blower Email Hotline.

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 whistle-blower and to protect whistle-blowers against any possible retaliation.

Reports are to be sent as follows:

Executive Director: acf-caConfidential@actionagainsthunger.org

Alternatively, a written report may be sent to: Action Against Hunger – Confidential Attn: Executive Director 720 Bathurst Street, Suite 500 Toronto, ON, M5S 2R4, Canada







#### TO BE FILLED OUT BY THE BIDDING CONTRACTOR

I, undersigned	representative of certified that is.	t I				
$\mathcal{C}$	of the terms of Action Against Hunger Good Busine nieve the best performances in the ever					
By signing, I certify that						
Last, I hereby certify that						
All the contractor's responsibilities mentioned in this document extend to any contractor affiliates and subsidiaries.						
<u>Name</u> :	<u>Date</u> :					
Position:	Stamp:					
Signature:						

# Appendix E: 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 service provider. The term "order" refers to any Action Against Hunger purchase order or contract.

Upon acceptance of the order, the service provider shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the service provider'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 service provider 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 service provider 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 service provider.

#### **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 service provider, and returned by Action Against Hunger at the service provider'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 service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The service provider 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 unfilled by the service provider 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 (60) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.

Action Against Hunger will notify the service provider in writing of the cancellation, which will take effect to the sole detriment of the service provider, 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 by bank transfer within five (5) days from the end of the month during which the invoice was received.

#### ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY

Action Against Hunger reserves the right to refuse an order at any time if the service provider 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 Organization (ILO<sup>2</sup>), and ACF policies<sup>3</sup>, particularly in terms of nondiscrimination, 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 service providers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international service provider' screening tools to check the service providers 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.

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 service provider affiliates and subsidiaries.

Reports are to be sent as follows:

Executive Director: acf-caConfidential@actionagainsthunger.org

Alternatively, a written report may be sent to: Action Against Hunger – Confidential Attn: Executive Director 720 Bathurst Street, Suite 500 Toronto, ON, M5S 2R4, Canada

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

Action Against Hunger purchase orders and contracts are governed by Ontario and Canadian law. Any dispute between the service provider 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 Toronto, Ontario, Canada.

<sup>&</sup>lt;sup>2</sup> ILO website: <a href="http://www.ilo.org/global/standards/lang--en/index.htm">http://www.ilo.org/global/standards/lang--en/index.htm</a>

 $<sup>^3 \, \</sup>text{Available on www.actioncontrelafaim.org, www.actionagainsthunger.org, www.accioncontraelhambre.org}$