

**INVITATION TO BID**  
**FOR**  
**THE PROCUREMENT OF ANIMAL FEED**

**Farmers Development Organization (FDO)**  
**House # 11, Danish Street, Ahbab Colony, Bahadur Pur Chowk Bosan Road,**  
**Multan**  
**Phone: 061-6306060 Fax: 061-6306050**

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**Tender Document**  
**For the Procurement of Animal Feed (Wheat Straw, Silage, and Vanda)**  
**Under**  
**“Engro Foundation, PPAF - Ehsaas Amdan Program”**  
**District Toba Tek Singh, Punjab**

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## **TENDER NOTICE**

**REF: - FDO/PPAF/ENGRO/06/2022**

A non-profit, non- governmental organization, invites sealed bids along with 2% bid security of the total quoted price under single stage two envelop procedure from reputed registered vendors, for Provision of **Animal Feed as per given details in the bidding document:**

Bid documents containing details terms and conditions and specifications of the **Animal Feed** can be obtained by clicking the weblink: [https://www.fdopk.org/Tender\\_Advertisement.php](https://www.fdopk.org/Tender_Advertisement.php). Sealed Company profile and Financial bids as per instruction in the ITB must be submitted at the below mentioned by **May 16, 2022 till 10:00 AM**. Bids will be opened on the same day i.e. **May 16, 2022 at 02:00 PM**, in the presence of bidders or their authorized representatives whoever opt to attend.

**Procurement Unit**  
**Farmers Development Organization (FDO)**  
**House # 11, Danish Street, Ahbab Colony, Bahadur Pur Chowk Bosan Road, Multan,**  
**Punjab. Phone: 061-6306060**

## INVITATION FOR BIDS

Date: May 01, 2022

IFB No. FDO/PPAF/ENGRO/06/2022

1. Farmers Development Organization (FDO) with the financial assistance of Pakistan Poverty Elevation Fund (PPAF) is implementing a project named “Engro Foundation, PPAF - Ehsaas Amdan Program” at District Toba Tek Singh, Punjab.
2. FDO now invites sealed bids from eligible bidders for **Animal Feed**.
3. Interested eligible bidders may obtain a complete set of bidding documents by clicking on the weblink i.e., [https://www.fdopk.org/Tender\\_Advertisement.php](https://www.fdopk.org/Tender_Advertisement.php).
4. Bids must be delivered to the below office address **on or before 10:00 AM on May 16, 2022**, and must be accompanied by a bid security of 2% of the total bid amount in the shape of call deposit.
5. Bids will be opened in the presence of bidders’ representatives who choose to attend on **dated: May 16, 2022, 02:00 PM** at the offices of FDO, House # 11, Danish Street, Ahab Colony, Bahadur Pur Chowk Bosan Road, Multan, Punjab. Phone: 061-6306060.
6. The bidders are requested to give their best and final prices as no negotiations shall be made.

Mohammad Iqbal

Procurement Officer

FDO, House # 11, Danish Street, Ahab Colony, Bahadur Pur Chowk Bosan Road, Multan, Punjab.

Phone: 061-6306060

Email ID: [procurement@fdopk.org](mailto:procurement@fdopk.org)

Farmers Development Organization (FDO)

## INSTRUCTION TO BIDDERS

Date: May 01, 2022

- i. The bidder must submit the Bids in separate sealed envelopes and as per specified procurement method single stage two envelope procedure.
- ii. Completed technical and financial Bids must be included in separately sealed envelopes clearly marked as “**Technical Bid**” and “**Financial Bid**” both sealed envelopes must be enclosed in one common envelop. Both the envelopes of “**Technical Bid**” and “**Financial Bid**” should be properly sealed and marked with name and return address of bidder submitting these Bids
- iii. The Bid shall be written in English language. Overwriting in the Bid is strictly prohibited.
- iv. In case of difference between quoted amount (amount in numbers and amount in words), the amount in words will prevail.
- v. The main (common) envelopes should have the name, address and contact details of the addresses and the addressors.
- vi. The bidder shall specify validity of bid in days, under exceptional circumstances FDO may request to the bidder for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- vii. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project, will be blacklisted and debarred.
- viii. The procuring entity may reject one or all such Bids, which are vague (In terms of financial Bid) or does not adhere to these instructions.
- ix. The procuring entity may offer for re-bidding in case the Bid(s) does not satisfy its requirements.
- x. Contract will be signed with the successful bidder and its terms and conditions will govern execution of the contract.
- xi. Bid Submission: Sealed bids should reach our Office “**House # 11, Danish Street, Ahab Colony, Bahadur Pur Chowk Bosan Road, Multan, Punjab on or before May 16, 2022, at 10:00 AM.**
- xii. Opening of Bids: Tenders will be opened on the same day i.e **May16, 2022, at 02:00 PM** in the presence of suppliers or their authorized representatives, who wish to witness the tender opening.
- xiii. In case a public holiday is announced by the Government (Due to any reason) the tender will be opened the next working day at the same time and venue.
- xiv. A pay order/ demand draft/ call deposit/ bank guaranty (*cheques are not acceptable*) in favor of “Farmers Development Organization (FDO)” with a value of 2% of the bid amount must also accompany the bid as Bid Security.

Bids received without Bid Security shall be rejected. If the selected bidder refuses to sign the supplies contract, then FDO reserves the right to forfeit the bid security.

- xv. FDO reserves the right to reject any or all the bids without assigning any reason (s) thereof.
- xvi. Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices their bid may be rejected and the companies in question permanently blacklisted
- xvii. Under single stage two envelope procedure, Technical bids will be evaluated in the first stage against the technical qualification criteria and in the second stage, the financial bids of the technically qualified firms/bidders will be opened publicly. The financial bids of the unqualified bidder will be returned unopened.
- xviii. The qualified bidder shall provide samples or give access to the FDO's nominated personnel for inspection/ evaluation purpose at their identified places.
- xix. Contract will be awarded to bidders who scored maximum in both the technical and financial evaluation.
- xx. Delivery Time: **All the items shall be delivered within 30 days after signing of contract/PO.**
- xxi. Bid Validity: **Bids shall be valid for a period of 60 days.**
- xxii. Bid Currency: Currency shall be Pakistani Rupees (PKR).
- xxiii. Bid Price: The prices must be inclusive of all taxes, duties, delivery / transportation, loading / unloading and other allied costs up to the point of delivery.
- xxiv. Cancellation of the tender procedure: Tender reserves the right to cancel/reject any or all offers without assigning any reason (s) thereof.
- xxv. Appeals Process: Bidders reserve the right to make an appeal against the decision of the bid evaluation committee. The appeals should be in writing and for the attention of the Head of Program of FDO
- xxvi. Data protection: FDO guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. FDO guarantees confidentiality of the procurement process.
- xxvii. FDO reserves the right to consider with Bidder 2, Bidder 3, if the successful Bidder is unable to provide the livestock as per the required specifications chalked down in the bidding document and their bid guarantee will be forfeited.
- xxviii. In the event of a delay in the delivery of Animal Feed under the conditions stated in the purchase order, the vendor shall pay a fine of 0.1% per day of the contract value for remaining period of delivery time. If the delivery delayed by more than 15 days, the purchaser has the right to unilaterally cancel the contract and in such case the bid security will be forfeited.

## **BID (TENDER) CONTENT**

Your bid must include the following documentation so please use the list below as a 'Checklist' before submitting your tender to FDO.

1. Price Schedule with detailed specification
2. Tenderer's Relevant Experience,
3. Tenderers Declaration (Signed/stamped)
4. NTN Certificate (with proof of being active).
5. Relevant purchase orders/contracts copies.
6. Affidavit on a stamp paper stating that the bidder has never been blacklisted by any government/semi-government, NOG and INGO.
7. Proof of professional expertise for the trade you are registered in.
8. Lab test report to validate the required nutritional value against animal feed and silage.
9. Proof for the past experience in provision of animal feed
10. Proof of bank account in the name of your business.

## SELECTION CRITERIA

All the bids shall be evaluated under single stage two envelope procedure, where in the first stage technical bids will be opened and evaluated against the following technical qualification criteria.

### 1. TECHNICAL QUALIFICATION CRITERIA

The bidders must fulfil the following basic eligibility criteria, those bidders who don't fulfil the following basic criteria shall be rejected. The contract shall be awarded to the lowest eligible bidder (based on approved sample) as per required specification.

| S# | Detailed Criteria and Documentary Proof  | Qualification<br>Yes/ No |
|----|--|--------------------------|
| 1  | National Tax Number  |                          |
| 2  | Registration with relevant authority   |                          |
| 2  | Specifications are as per bidding document   |                          |
| 3  | Proof of past two years' experience in the relevant sector/trade                       |                          |
| 4  | Proof of bank account in the name of business along with last two years bank statement |                          |

**Note: Bidders acquiring all "Yes" in the qualification column will be technically qualified for the next step of physical verification of Animal Feed (to ensure quality) and subsequent "Public Opening of Financial Bids".**

### 2. FINANCIAL EVALUATION CRITERIA

Financial bid of all technically qualified bidders will be opened publicly, and contract will be awarded to the lowest bid of technically qualified bidder.



**DETAIL SPECIFICATION AND QUANTITY**

| <b>Description</b>     | <b>Specifications</b>   | <b>Quantity &amp; Packing</b>  | <b>Delivery Place &amp; Quantity</b> |
|------------------------|---|--|--------------------------------------|
| Wheat Straw            | <p><b>Physical Characteristics:</b><br/>Good quality, golden-yellow in color and Don't have any damp or grey patches. Free of dust and sand, properly pressed<br/><b>Packing:</b> 40 Kg Bale/ Bundle<br/><b>Note:</b> The bales/ Bundles are required to be pressed tightly through machine.</p>  | <p>30,600 Kg/<br/><br/>765 Bales/<br/>bundles<br/><br/>each bale/ bundle<br/>contains 40 Kg of<br/>wheat straw</p> | Mentioned below                      |
| Baled Silage<br>(Corn) | <p><b>Physical characteristics:</b><br/><b>Ingredient:</b> Corn<br/><b>Color:</b> Golden brown or greenish yellow and free of mould/ putrefaction<br/><b>Taste:</b> Pleasant fruity odour<br/><b>Nutritional value:</b><br/>Dry Matter = 30-35%<br/>Protein: 7-9%<br/>Grain: 20-30 %<br/>ADF: 25%<br/>NDF: 45%<br/>Aflatoxin: Less than 20 ppb<br/>Packing: 60 KG bale<br/><b>Note:</b> The bales are required to be sealed with airtight plastic.</p>  | <p>229,500 Kg/<br/><br/>3,825 bales/<br/>bundles<br/><br/>each bale contains<br/>60 Kg of silage)</p>              | Mentioned below                      |
| Animal Feed<br>(Vanda) | <p>Animal feed has palatable taste, free of putrefaction and formulated for pregnant<br/>Animal Feed includes the following nutrition value<br/><b>Nutrition value:</b><br/>Dry matter (min): 88%<br/>Moisture (max): 12 %<br/>Crude protein CP ( min): 16 %<br/>Eather extract (min): 5 %<br/>Crude fiber CF: 10-14 %<br/>Ash ( max) : 12 %<br/>Energy (kcal/kg) (min): 3200<br/>TDN (min) : 75 %<br/>Aflatoxin: less than 20 ppb<br/><b>Packing:</b> 40 Kg Bag<br/>Type: Pellet<br/>Expiry: freshly manufactured, preferably manufactured in same month to be</p> | <p>15,300 Kg/<br/><br/>384 Bags<br/><br/>Each bag contains<br/>40 Kg Feed</p>                                      | Mentioned below                      |

|  |           |  |  |
|--|-----------|--|--|
|  | supplied. |  |  |
|--|-----------|--|--|

Note: vendor will provide lab test report to validate the required nutritional value against animal feed and silage. FDO can also exercise a sample check at their own whenever required

**Delivery Place & Quantity**

| District              | Tehsil         | Union council | Item quantity in bales/bundles/bags |                            |                 |
|-----------------------|----------------|---------------|-------------------------------------|----------------------------|-----------------|
|                       |                |               | Wheat straw ( Bales)                | Silage( Bales)             | Vanda ( Bags)   |
| Toba Tek Singh        | Toba Tek Singh | 251 GB        | 109                                 | 545                        | 55              |
|                       |                | 290 GB        | 109                                 | 545                        | 55              |
|                       |                | 291 GB        | 109                                 | 550                        | 55              |
|                       |                | 184 GB        | 110                                 | 545                        | 55              |
|                       |                | 189 GB        | 110                                 | 550                        | 55              |
|                       | Kamalia        | 712 GB        | 109                                 | 545                        | 55              |
|                       |                | 718 GB        | 109                                 | 545                        | 54              |
| <b>Total Quantity</b> |                |               | <b>765 bales/ bundles</b>           | <b>3,825 bales/bundles</b> | <b>384 bags</b> |

## PRICE SCHEDULE

Please quote the price (Unit price in Pak Rs. inclusive of all taxes, packing, loading/unloading and Transportation to delivery on this form along with sign and stamp on each page or in the same manner on company letter head. All supplies are to be delivered at Place of Delivery mentioned in this document.

| Package                    | Specification Required   | Quantity & Packing   | Unit Price in PKR including taxes & duties | Total Price in PKR including taxes & duties |
|----------------------------|--|--|--|---|
| <b>Wheat Straw</b>         | <p><b>Physical Characteristics:</b><br/>Good quality, golden-yellow in color and Don't have any damp or grey patches. Free of dust and sand, properly pressed</p> <p><b>Packing:</b> 40 Kg Bale/ Bundle</p> <p><b>Note:</b> The bales/ Bundles are required to be pressed tightly through machine.</p>   | <p>30,600 Kg/<br/><br/>765 Bales/<br/>bundles<br/><br/>each bale/<br/>bundle<br/>contains 40<br/>Kg of wheat<br/>straw</p> |  |   |
| <b>Baled Silage (Corn)</b> | <p><b>Physical characteristics:</b><br/><b>Ingredient:</b> Corn<br/><b>Color:</b> Golden brown or greenish yellow and free of mould/ putrefaction<br/><b>Taste:</b> Pleasant fruity odour<br/><b>Nutritional value:</b><br/>Dry Matter = 30-35%<br/>Protein: 7-9%<br/>Grain: 20-30 %<br/>ADF: 25%<br/>NDF: 45%<br/>Aflatoxin: Less than 20 ppb<br/>Packing: 60 KG bale<br/><b>Note:</b> The bales are required to be sealed with airtight plastic.</p> | <p>229,500 Kg/<br/><br/>3,825 bales/<br/>bundles<br/><br/>each bale<br/>contains 60<br/>Kg of silage)</p>                  |  |   |
| <b>Animal Feed (Vanda)</b> | <p>Animal feed has palatable taste, free of putrefaction and formulated for pregnant Animal Feed includes the following nutrition value</p> <p><b>Nutrition value:</b><br/>Dry matter (min): 88%<br/>Moisture (max): 12 %<br/>Crude protein CP ( min): 16 %<br/>Ether extract (min): 5 %<br/>Crude fiber CF: 10-14 %<br/>Ash ( max) : 12 %</p>   | <p>15,300 Kg<br/><br/>384 Bags<br/><br/>each bag<br/>contains 40<br/>Kg Feed</p>   |  |   |

| Package | Specification Required  | Quantity & Packing | Unit Price in PKR including taxes & duties | Total Price in PKR including taxes & duties |
|---------|---|--------------------|--|---|
|         | Energy (kcal/kg) (min): 3200<br>TDN (min) : 75 %<br>Aflatoxin: less than 20 ppb<br><b>Packing:</b> 40 Kg Bag15,300 Kg/<br>384 Bags<br>Each bag contains 40 KG Feed<br>Type: Pellet<br>Expiry: freshly manufactured, preferably manufactured in same month to be supplied. |                    |  |   |

**Signature & Stamp of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Contact Number of Bidder:** \_\_\_\_\_

**Office Address of Bidder:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to FDO. The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

### 1. Price:

- i) Delivery Duty Paid (DDP)
- ii) The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

**2) Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to FDO in relation to the performance of the contract.

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

**4) Corruption:** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality:** The Supplier may not communicate at any time to any other person, government or authority external to FDO, any information that has been compiled through association with FDO which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

**6) Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of FDO in connection with its business or otherwise.

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

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** if the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract and /or suspend its activities or through changes to its mandate by virtue of the Management of FDO /Donor and/or lack of funding. In such a case the Supplier shall be reimbursed by FDO for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Supplier shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

**11) Inspection and Test:** The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 15 days from being notified of any change.

**13) Payment Terms:** Unless otherwise agreed, payment terms will be net 15 days from receipt of a correctly prepared invoice, goods received notes issued by the delivery locations & delivery challans.

**15) Ethics:** The Code of Conduct to which Concern expects all of its suppliers to respect is as follows;

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are

respected.

- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

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

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

**16) Rights of FDO:** Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Impose a penalty of 0.1% day for the whole amount of the contract / purchase order.
- Terminate the contract and forfeit the Bid Security/ guarantee.

**17) Rights of access for test purposes:** FDO is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes.

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

**19) Anti-Money Laundering and Anti-Terrorism Financing Policy**

“It is the policy of the FDO to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorism or criminal activities” by complying with all applicable requirements under the Anti-Money Laundering Act 2010 (Act No. VII of 2010 - an Act to provide for prevention of money laundering) and Anti-Terrorism (Second Amendment) Act, 2014 and its implementation regulations. Recently under the national action plan and SECP regulations money laundering has been identified as a major cause for corruption and criminal activities. Therefore, FDO is very sensitive to ensuring that our platform is not used for any such purposes.

## TENDERER'S DECLARATION

In response to your tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender and we hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:  
Bid Package: [*description of supplies with indication of quantities and origin*]
- 3 The price of our tender is mentioned in the price schedule
- 4 This tender is valid for a period of 60 days from the final date for submission of tenders.
- 5 We will inform FDO immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 6 We note that FDO is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 7 We agree to adhere to all the terms and conditions of the contracting authority as provided in the tender dossier.
- 8 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, FDO reserves the right to terminate the contract with immediate effect.
- 9 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- 10 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 11 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 12 We have 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 we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed
- 13 We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests

**Name and function:**

**Signature and Stamp:**

**Date:**

Duly authorised to sign this tender on behalf of: .....