



ONE ASEAN
ONE RESPONSE

Jakarta, 18 June 2024

To: **INTERESTED BIDDERS**

Our reference: Tender №: AHA-T/2024/February/T-020

**SUBJECT: INVITATION TO RETENDER OF PROVISION 15 LAPTOPS, LINCENCES
SOFTWARE AND ACCECORIES**

Dear Sir / Mdm,

Following 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 the AHA Centre in writing by 21 June 2024 (23.00 Jakarta Local Time).

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 at **1 July 2024 at 23.00 Jakarta Local Time**, as stated in the procurement notice.

Yours sincerely,

Procurement



ONE **ASEAN**
ONE **RESPONSE**

Call for Tender

**FOR
INVITATION TO TENDER OF PROVISION 15 LAPTOPS, LICENCES SOFTWARE AND
ACCESSORIES
Publication reference:
AHA-T/2024/June/T-020**

18 June 2024

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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 the AHA Centre 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 the AHA Centre 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 within the deadline specified will lead to the rejection of the tender.

1. Preamble

The AHA Centre is an intergovernmental organisation, established on 17 November 2011 by the ten ASEAN Member States with the aim to facilitate cooperation and coordination of disaster management amongst ASEAN Member States.

In 2020, the AHA Centre purchased 9 laptops dedicated for staffs funded by EU-SAHA. During the implementation, the Centre is growing for more staffs to be recruited. Therefore, currently there are 15 staffs funded under EU-SAHA to support the implementation of the project until October 2025. As stated in the project document and budget, the ICT equipment and tools are needed; laptops, relevant software and its accessories, to be used during the project implementation.

Based on AHA Centre's ICT policy, the laptop's lifespan is 3 years from the date of purchase.

Therefore, the need to update the laptop with a new one is important for the smooth implementation of project activities

2. Purpose of the Call for Tenders

The Purpose of this Call for Tender is to sign a contract for the **PROVISION 15 LAPTOPS, LICENCES SOFTWARE AND ACCESSORIES.**

The Call for Tenders aims at selecting a Service Provider of Event Organiser with the capacity to provide the best value for money for equipment & tools as defined in Appendix 1 – Term of References.

A detailed description of services required by the AHA Centre is contained in the technical specifications (see Appendix 1 – Term of Reference).

3. Call for Tenders Schedule:

ACTIVITIES	DATE	TIME*
Tender Announcement	18 Jun 2024	16.00
Pre-Bid Meeting/Technical Meeting	20 Jun 2024	14.00
Deadline for request for any clarifications from the Bidders	21 Jun 2024	23.00

Deadline for submission of tenders (receiving date, not sending date)	1 Jul 2024	23.00
Tender opening session	2 Jul 2024	10.00
Evaluation of the Tenders (Shortlisting)	5 Jul 2024	10.00
Notification of award to the successful bidder(s)	9 Jul 2024	10.00
Notification of award to the unsuccessful bidder(s)	9 Jul 2024	11.00
Contract Signing	13-15 Jul 2024	17.00

* All times are the local time of Jakarta - Indonesia

Please note all dates are provisional dates and the AHA Centre reserves the right to modify this schedule.

4. Questions and Clarifications

If the AHA Centre, 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 address, by email, on the date indicated in Call for Tenders Schedule (Item 3), specifying the publication reference and the Tender title:

Contact Name : Procurement

E-mail : procurement@ahacentre.org

Any prospective bidder seeking to arrange individual meetings with the AHA Centre during the tender period will not be entertained and may be excluded from the tender exercise.

5. Pre-Bid/Clarification meeting

A pre-bid meeting will be conducted on 20 June 2024 at 14.00 Jakarta local time through Zoom Video Conference.

The Zoom link:

Join Zoom Meeting

<https://us02web.zoom.us/j/81802703208?pwd=a0VnuazaFgBP24sEe35qLWakYUoFVI.1>

Meeting ID: 818 0270 3208

Passcode: r0kwYv

6. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of the AHA Centre's donor's rules, participants must clearly indicate their company's nationality and the origin of the proposed goods.

7. Instructions to submit an Offer

The AHA Centre 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. The AHA Centre does not bind itself to accept the lowest price offer. All proposals will be irrevocable after the Call for Tenders closing date.

7.1 – Response Format

The tenders should be sent:

By email with email subject: **PROVISION 15 LAPTOPS, LICENCES SOFTWARE AND ACCECORIES** Offers should be sent to procurement@ahacentre.org. The email time stamp will serve as reference for the date of submission of the tender.

The tender documents must be **protected by a password** and the password must not be provided to the AHA Centre until the date and time of Bid Opening as indicated in Article 3: Call for Tenders Schedule. **Bid submitted without a protected password or submission of password before the indicated date will be disqualified.**

Offers must be received by the AHA Centre no later than **1 July 2024 at 23.00** Jakarta Local Time.

Late proposals will not be accepted and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date/deadline for submission of tender.

7.2 – Content of Tenders

The bidder 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) “Technical Specification” (Appendix 1) completed in detail with the items that the participant offers in answer to the AHA Centre needs.
- 2) “Service Provider Questionnaire” duly completed (Appendix 3). This questionnaire should be completed with all required information such as:
 - a. Proof of Company Registration in the place of operation (Jakarta and/or other countries).
 - b. Local Government permit to locate and operate in the current location of office or factory.
 - c. Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the bidder.
 - d. Statement of Satisfactory Performance (written comments or contracted documents and size of the contracts) from the top 3 (three) clients in terms of Contract Value during the past 3 (three) Years (2019 – 2022).
 - e. A detailed delivery schedule (timeline) for the proposed goods.
 - f. Bank Statement one year back.
- 3) Detail Price Matrix
- 4) “The Declaration of compliance and commitment to respect the AHA Centre Good Business Regulations” (Appendix 4) filled and signed by the duly authorised person.

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

8. Period of validity

Suppliers shall be bound by their tenders for a period of 60 (sixty) days minimum from the deadline for submission of tenders. However, the prices and conditions defined in the contract signed with the selected Service Provider will be valid for four (4) months after the contract is signed.

9. Currency of tenders

Tenders must be presented in USD currency, VAT and all other taxes, shipping and transport, customs, duties, etc., included.

10. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and the AHA Centre must be written in English.

11. 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.

12. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

13. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders are for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Jakarta, Indonesia and/or by the Joint Bids Committee made up of representatives from the AHA Centre.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the technical specifications and requirements under this Call for Tenders
- Compliance with the AHA Centre terms and conditions
- Demonstrable ability to perform all functions related to the scope within the time specified.
- Bidders' references
- Bidders' product and service offering
- Total price/cost submission (value for money)
- Bidders' ability to provide pro-active logistics solutions
- Value added services

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the solely written request of the Joint Bids Committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the

correction of formal errors or of major restrictions affecting the performance of the contract or distorting competition.

Any attempt by a bidder to influence the Joint Bids Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Joint Bids Committee in its decision concerning the award of the contract will result in the immediate rejection of her/his 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). The AHA Centre will send the signed contract documents in soft copies to the successful bidder.

Within four (4) working days following the reception, the successful tenderer will sign, date and send back the contract. The successful bidder will have to provide the number and exact references of the bank account prior to the contract signing.

If the successful bidder fails to sign and send back the contract within Two (2) working days, the AHA Centre can consider (after reasonable notification) the award as null and void.

The unsuccessful bidder(s) will be informed in writing.

15. Ownership of tenders

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

16. Contract

The contract that will be concluded between the successful bidder and the AHA Centre shall be in accordance with the AHA Centre standard Contract Agreement.

The contract will contain the following elements:

- Terms and requirements as defined in the present Tender dossier
- The selected Service Provider's offer

17. Cancellation of the tender procedure

In the event that a tender procedure is cancelled, bidders will be notified by the AHA Centre without specifying the reason for the concentration.

If the tender procedure is cancelled before the date of the Opening of the Bids as stated in Article 3. Call for Tenders Schedule, the protected submission emails will be returned, unopened, to the bidders.

Cancellation may occur where:

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.

Under no circumstances will the AHA Centre be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if the AHA Centre has been warned of the possibility of damages.

The publication of a procurement notice does not commit the AHA Centre to implement the announced programme or project.

18. Offer submission

Bidders can submit an offer for one or several items, if applicable. Offers must clearly show what items are included. Offers must be submitted for the total quantity of each item.

19. Packaging requirements

The Service Provider is responsible for using packaging that is suitable for the items and the shipping method. The packaging should protect the purchased items from any damage during shipment, handling and storage until the items reach the final destination. The packaging should also conform to the specifications by the AHA Centre that will be conveyed to the selected bidder.

Invoicing of, or a deposit on, packaging, paletting, and related service shall not be accepted by the AHA Centre, unless provided for in the order placed by the AHA Centre.

20. Marking

Parcels must be duly labelled, and numbered, in conformity with the delivery bill.

21. Delivery conditions

Delivery Date at Latest	16 July 2024
Location of Delivery	The AHA Centre GRAHA BNPB 13th Floor Jl. Raya Pramuka Kav. 38 East Jakarta, Jakarta 13120

All the items required are to be delivered to the AHA Centre.

The AHA Centre shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products.

It is the Service Provider's responsibility to insure the products if necessary.

21.1 Documentation

For every consignment, the Service Provider shall always provide upon delivery:

- a. Delivery Note and / or Packing List
- b. Commercial Invoice

Delivery slips shall necessarily bear the Contract Reference and/or Purchase order number, batch numbers, serial numbers if any, the full designation, and quantities of the delivery.

The Service Provider commits to inform the AHA Centre of any constraint or specific regulation linked to the goods or service supply or to the country of importation.

22. Quality of the product

22.1 Quality Guarantee

The Service Provider bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The Service Provider commits to provide the AHA Centre with goods that will not be subject to a manufacturing defect, that has not been exposed to contamination, nor to anything causing premature wear. Products supplied by the Service Provider are covered by a twelve (12) month warranty, if applicable.

Based on AHA Centre's ICT policy¹, the laptop's lifespan is 3 years from the date of purchase. Therefore, the need to update the laptop with a new one is important for the smooth implementation of project activities

The Service Provider shall put in place and communicate to the AHA Centre their internal quality control system if the AHA Centre deems it necessary to guarantee the quality of the Service Provider's products.

The Service Provider will inform the AHA Centre about all quality certifications, labels (NF, ISO, CE, etc.) and internal quality processes that may apply to its goods or services and will supply all official documents upon the AHA Centre upon request.

The AHA Centre reserves the right to verify or use the services of a third party of its choice to verify the implementation by the Service Provider of the quality control procedures laid down in the Service Provider's quality control system.

22.2 Delivery inspection and acceptance of the delivery

The AHA Centre representative or an independent or reliable inspection agency or company will carry out the delivery inspection of the product.

The inspection of items delivered will take place at the time of the delivery and at the designated delivery location as specified in this Call for Tender.

The objective of the delivery inspection will be to assess the compliance with the terms of the contract, particularly:

- The documentation provided by the Service Provider
- The quantity delivered
- The quality of the product delivered

The AHA Centre representative will indicate any remarks about non-conformity of the products based on the technical specifications and other agreed quality or standard. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, the AHA Centre will accept the products.

23. Non conformity of delivery

23.1 Quality and condition

Should the quality or the condition of the products not satisfy the AHA Centre's requirements at the moment of the preliminary inspection or delivery inspection, The AHA Centre reserves the right to demand the delivery of products which conforms to the order. They will need to be replaced by the Service Provider at his/her own expense. The replacement will be executed as soon as possible, at the latest within fifteen (15) calendar days from the discovery of the non-compliance. The replaced products will again be subject to the rules laid down in this contract, including the twelve (12) month guarantee (if applicable).

If the Service Provider is not able to replace the defective goods within the agreed timeframe, the AHA Centre reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The Service Provider will have to remove from the non-accepted products any specific markings or labels bearing the AHA Centre logo.

23.2 Quantity

The AHA Centre reserves the right to refuse any delivery in excess of the current contract and to ship it back at the Service Provider's expense.

In case the AHA Centre decides to accept the items in excess of agreed quantity, a notation of the acceptance shall be provided in the delivery note at the time of delivery.

On the other hand, should the quantity delivered be less than in the contract, the missing quantity will be delivered as soon as possible, at the latest fifteen (15) days after its discovery, at the expense of the Service Provider. Said products delivered will be subject to the rules laid down in this contract.

23.3 Late Delivery

The Service Provider has to give notice to the AHA Centre about any potential delay, as soon as he/she is aware of it, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the Service Provider has informed the AHA Centre beforehand, if the delay is solely the Service Provider's responsibility, the penalties below will apply.

In the event where the Service Provider is late in delivering the products, a penalty of 0.5 per cent of the total order amount of the products to be delivered shall apply per calendar-week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of *force majeure*, or if the delay is the responsibility of the AHA Centre.

If delivery does not take place one month after the set delivery deadline, the contract will be deemed void.

If delivery does not take place one month after the notification by the AHA Centre of non-compliant or missing products, the AHA Centre reserves the right to simply cancel the order and delivery of the remaining quantities.

24. Invoicing & Payment

24.1 Invoicing

Payments will be processed after acceptance of the products by the AHA Centre representative and upon receipt of original invoices issued by the Service Provider.

In order to claim payments, the Service Provider must provide the AHA Centre with the following documents for each service provided:

1. Service Delivery Notes signed by The AHA Centre Staff
2. Original invoices

24.2 Payment

All payments will be exclusively made by bank wire transfer to the Service Provider's bank account number, which is to be specified.

The currency of payment is USD.

24.3 Payment Schedule

Payments will be processed after acceptance of the products by the AHA Centre representative and upon receipt of original invoices issued by the Service Provider. Approximately by the Middle of August 2024.

25. Ethics

The AHA Centre pays very careful attention to working with companies that commit to respecting basic Ethics Rules. The bidders must read and understand the Good Business Regulations as defined by the AHA Centre and introduced in the Appendix 5 of this tender dossier. The bidders will have to fill and sign in the Appendix 5: *Declaration of compliance & commitment to respect the AHA Centre Good Business Regulations*.

Appendices

Appendix 1: Technical Specification

Appendix 2: Service Provider Questionnaire

Appendix 3: Detailed Pricing Matrix

Appendix 4: The AHA Centre's Good Business Regulations

**Appendix 1:
TECHNICAL SPECIFICATION**

No.	ITEM (Specification as detailed in Appendix 1 & 2)
1	Laptop DELL Latitude 7440, with specification: Intel Processor i7 12 th or 13 generation, 32GB RAM, 1 Tb SSD, Windows 11 Pro, 3/3/3 Warranty
2	Wireless Mouse + Keyboard specification Logitech M311 Silent or equal
3	Docking Port DA310 or equal
4	Screen Guard, Anti Spy Screen Guard
5	Foxit PDF Editor (Pro)

**Appendix 2:
Service Provider Questionnaire**

Publication reference: AHA-T/2024/June/T-020

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

Company Information:											
1	Is your company registered in Philippines? Please provide a copy of Registration.										
1a	If not, where is your company registered?										
2	When was it registered?										
3	Is your company part of an international company?										
4	Do you have other offices / plants in the country? Where?										
5	How many employees work for your company in-country?										
Financial Information:											
6	What is your yearly income in USD over the last 2 years?										
6a	Last Year (2022):										
6b	Previous Year (2021):										
7	Can you provide audited Financial accounts upon request?										
Customer References:											
8	Have you worked in the past with the AHA Centre (detail year and activity)? <i>If yes, please provide details below</i>										
8a	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Title of Contract</th> <th style="text-align: center;">Year</th> <th style="text-align: center;">Amount (USD)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Title of Contract	Year	Amount (USD)						
Title of Contract	Year	Amount (USD)									

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9	Please provide names and contacts of 3 customers to whom you have recently provided the same kind of products / services with similar value of contract	1. 2. 3.																
9a	<table border="1"> <thead> <tr> <th><u>Customer (company) Name</u></th> <th><u>Contact Name</u></th> <th><u>Address</u></th> <th><u>Contact No & Email</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Customer (company) Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Contact No & Email</u>													
	<u>Customer (company) Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Contact No & Email</u>														
Technical Capacity:																		
10	What is your core activity?																	
11	What other products / services do you offer?																	
12	Are you the manufacturer of the products presented in the offer?																	
12a	If yes: where is the manufacturing site located?																	
12b	If no, are you an official reseller for these products? Please provide a copy of Dealer Registration.																	
13	Do you currently have stocks?																	
13a	If yes, where are they located																	
Delivery Capacity:																		
14	Can you hold dedicated stocks for your customers?																	
15	Can you manage delivery to the AHA Centre DELSA Satellite Warehouse in Camp Aguinaldo, Quezon City, Philippines?																	
16	What is your average lead time for delivery to the designated location after receipt of the AHA Centre Purchase Order/Contract?																	
17	Do you have your own trucks / drivers for delivery?																	
17a	If not, how will you deliver the items to the designated delivery location?																	
17b	If you have a designated transport company, please provide the name and address and contact number																	
Financial Conditions:																		
18	What is the validity of your offer? (Minimum 60 days)																	
19	If you get awarded the Contract, will you offer fixed prices for 4 months?																	
20	Do you have an official receipt or invoice?																	

**Appendix 3:
Detailed Pricing Matrix**

Service Provider Name:

Address:

Telephone:

Fax:

Website:

Contact Person:

Telephone/Mobil Phone:

Email:

No.	ITEM (Specification as detailed in Appendix 1 & 2)	Qty	UoM	Unit Price in USD	Total Unit Price in USD
1	Laptop DELL Latitude 7440, with specification: Intel Processor i7 12 or 13 generation, 32GB RAM, 1 Tb SSD, Windows 11 Pro, 3/3/3 Warranty	15	Unit		
2	Wireless Mouse + Keyboard specification Logitech M311 Silent or equal	15	Unit		
3	Docking Port DA310 or equal	15	Unit		
4	Screen Guard, Anti Spy Screen Guard	15	Unit		
5	Foxit PDF Editor (Pro)	15	Unit		

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of this Tender.

*[Name and Signature of the Service Provider's
Authorised Person]*

[Designation]

[Date]

Appendix 4:
The AHA Centre's Good Business Regulations

These Good Business Regulations are the ground for a professional working relationship between the AHA Centre and the Tenderer.

They are general regulations valid unless other 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

The AHA Centre 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. Misbehavior, ineligibility and exclusion

The AHA Centre 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 the AHA Centre 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/her duty in a way which damages or is likely to damage the AHA Centre or institutional donors financial interests
- **Collusion:** the co-ordination of firm 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 the AHA Centre employees monetary or in-kind gifts in order to gain additional markets or to continue a contract

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- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding the AHA Centre.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or sub-Service Providers

The AHA Centre 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 the AHA Centre 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 the AHA Centre 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 organisation 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

The AHA Centre 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 by the AHA Centre 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 the AHA Centre 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:**

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

IV. Information of and access for the Donors

The AHA Centre 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.

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Furthermore, the Service Providers agree to guarantee a right of access to their financial and accounting documents to the representatives of the AHA Centre’s institutional donors for the purposes of checks and audits.

V. Documents to be a Service Provider

Hereafter is the minimal documentation a Service Provider working with the AHA Centre 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

Important note: Additional documentation may be required for a particular market.

In addition, the Service Provider 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.

VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for the AHA Centre 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.

Note: ***“Declaration of compliance & commitment to respect the AHA Centre Good Business Regulations”*** on the next page.

Declaration of compliance & commitment to respect the AHA Centre Good Business Regulations

TO BE FILLED OUT BY THE BIDDER

I, undersignedrepresentative name..... representative of ...company name..... certified that I have read and understood these regulations.
On behalf of the company I act for, I accept the terms of the AHA Centre Good Business Regulations and I commit to achieve the best performances in the eventcompany name..... is awarded a market.

By signing, I certify thatcompany name..... 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 immoral Human Resources practices, such as the use of Child labour 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 labour, and the respect of working and hygiene conditions .

Last, I hereby certify that company name 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.

All the Service Provider's responsibilities mentions in this document extend to any Service Provider affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature: