



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

Jakarta, 17 January 2023

To: INTERESTED BIDDERS

Our reference: Tender №: AHA-T/2023/January/T-001

SUBJECT: INVITATION TO TENDER FOR PROVISION OF NON-MEDICAL RESPIRATOR MASKS (KN95) TO MYANMAR

Dear Sir / Madam,

Following the invitation mentioned above 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 January 2023 at 16.00 Jakarta Local Time (at the latest); the AHA Centre will reply to the bidder's questions by 23 January 2023 at 16.00 Jakarta Local Time (at the latest).

Bidders need to send EOI to AHA Centre and confirmation prior to joining the Pre-Bid meeting to be conducted on 20 January 2023 at 10.00 am (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 documents at the address specified in the Instructions to Bidders before **24 January 2023 at 23:00 Jakarta Local Time**, as stated in the procurement notice.

Yours sincerely,

Procurement Team



**ONE ASEAN
ONE RESPONSE**

Call for Tender

Provision of Non-Medical Respirator Masks (KN 95) to Myanmar

**Publication reference:
AHA-T/2023/January/T-001**

17 January 2023

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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 specified deadline 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 the ASEAN Member States.

The main objective of this procurement is the Provision of Non-Medical Respirator Masks (KN 95) in responding to the COVID-19 mitigation in Myanmar.

2. Purpose of the Call for Tenders

The Purpose of this Call for Tender is to sign a contract for the Provision of Non-Medical Respirator Masks (KN 95) to Myanmar.

The Call for tenders aims at selecting a supplier with the capacity to provide the best value for money for equipment & tools as defined in Appendix 1 – Technical Specifications.

A detailed description of the goods and services required by the AHA Centre is contained in the technical specifications (see Appendix 1 – Technical Specifications).

3. Call for Tenders Schedule:

ACTIVITIES	DATE	TIME*
Tender Announcement	17 January 2023	10.00
Pre-Bid Meeting/Technical Meeting	20 January 2023	10.00
Deadline for questions from the Bidders	21 January 2023	16.00
Deadline for AHA Centre to respond to the questions	23 January 2023	16.00
Deadline for submission of tenders (receiving date, not sending date)	24 January 2023	23.00
Information of password documents from bidders	25 January 2023	08.00
Tender opening session and evaluation	26 - 27 January 2023	10.00
Proposal Clarification and questions from AHA Centre to bidders	30 January 2023	17.00
Response from bidders regarding clarificatory questions	31 January 2023	17.00
Evaluation of the Tenders (Shortlisting)	6 February 2023	10.00
Due Diligence	7 February 2023	10.00

Physical inspection of samples	7 February 2023	10.00
Final Evaluation Meeting	10 February 2023	
Preparation and finalisation of Tender Report by the AHA Centre	13 February – 15 February 2023	17.00
Approval by the AHA Centre Senior Management Team of the Tender Report	16– 22 February 2023	17.00
Preparation of Contract	24 February 2023	
Notification of award to the successful bidder(s)	24 February 2023	
Notification of award to the unsuccessful bidder(s)	24 February 2023	
Contract Signing	28 February 2023	

* 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 Meeting

A **pre-bid meeting will be conducted on 20 January 2023 at 10.00 am** Jakarta local time through Zoom Video Conference.

The link is:

<https://us02web.zoom.us/j/86923352805?pwd=S1B6NE1Ed1BCdE9jLzNnSnArLy92QT09>

Meeting ID: 869 2335 2805

Passcode: W9qMyE

Please send your Expression of Interest (EOI) to join the Pre-Bid Meeting informing your company name and meeting participants. Email your EOI to procurement@ahacentre.org at the latest 19 January 2023.

Visits by individual prospective bidders, other than this meeting, cannot be permitted during the tender period.

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 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 of Non-Medical Respirator Masks (KN 95) to Myanmar

Proposal offers should be sent to procurement@ahacentre.org.
The email time stamp will be a reference for the tender's date of submission.

Proposal 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: Tender Opening Session.

Proposal password must be sent on 25 January 2023 at 08.00 am to email procurement@ahacentre.org.

Bid submitted without a protected password or submission of a password before the indicated date will be disqualified.

Proposals / offers must be received by the AHA Centre no later than **24 January 2023 at 23.00** Jakarta Local time (at the latest).

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 Offer" (Appendix 2) completed in detail with the products/services that the participant offers in answering to the AHA Centre needs.
- 2) "Supplier 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 (Myanmar 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 the bidder enjoys any such privilege
 - d. Statement of Satisfactory Performance from the top 3 (three) clients in terms of Contract Value during the past 3 (three) Years (2019 – 2021)
 - e. A detailed delivery schedule (timeline) for the proposed goods.
 - f. Bank Statement one year back.

- 3) "Detailed Pricing Matrix" (Appendix 4) with detailed price offer and explanatory notes if necessary. Note that all costs indicated in the proposal should be in **US Dollar**.
- 4) "The Declaration of compliance and commitment to respect the AHA Centre Good Business Regulations" (Appendix 5) filled and signed by the duly authorised person.

Failure to provide all of 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 90 (ninety) days minimum from the deadline for submission of tenders. However, the prices and conditions defined in the contract signed with the selected supplier 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, transport and handling costs, 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 Myanmar 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 sole 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 major restrictions affecting the contract's performance 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 five (5) 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.

AHA Centre is not obligated to inform the unsuccessful bidder(s) if they are not selected. If bidder is not invited to the next step of solicitation, it is determined that they are not selected. However, if the bidder wishes to get information, they can send an email to procurement@ahacentre.org for information and will be informed in writing (as per email)

The contract can be awarded to one and/or more than one successful bidder(s) based on the competitive price offered of respective items required

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 supplier'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 by item

Bidders can submit an offer for one item or several or all items. Offers must clearly show what items are included. Offers must be submitted for the total quantity of each item. Offers will be evaluated by item per item.

19. Packaging requirements

The supplier 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, pelleting 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	60 days after signing the contract (maximum delivery period)
Location of Delivery	(1)MRCS Central Warehouse: No.14, Dhama Yaung Chi Street, Ah Hmut Htan Quarter, Thanlyin Township, Yangon, Myanmar.

	<p>(2) Karuna Mission Social Solidarity No.292(A), Pyay Road, Sanchaung Township, Yangon, Myanmar</p> <p>(3) World Vision International- Myanmar No.95(A), 5th Floor, 8 Mile Business Centre, Kyaik Waing Pagoda Road, Mayangone Township, Yangon, Myanmar</p> <p>(4) MERCY Malaysia Myanmar Office No.71, Unit 8A, Sanchaung Street, Sanchaung Township, Yangon, Myanmar (TBC)</p>
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All the items are to be delivered to the above mentioned locations stated as in section No.21. The AHA Centre will update the locations if there is any change occurred in the locations.

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 supplier's responsibility to have insurance coverage for all the products..

21.1 Documentation

For every consignment, the supplier 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 supplier commits to inform the AHA Centre of any constraint or specific regulation linked to the goods or service supply or the country of importation.

22. Quality of the product

22.1 Quality Guarantee

The supplier is responsible for verifying and certifying that the goods they supply are in keeping with the conditions applicable to them.

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

The supplier 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 supplier's products.

The supplier 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 to 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 supplier of the quality control procedures laid down in the supplier'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 compliance with the terms of the contract particularly:

- The documentation provided by the supplier
- 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 standards. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the contract's requirements, 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 supplier 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) months guarantee (if applicable).

If the supplier 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 supplier 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 supplier'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

expenses of the supplier. Said products delivered will be subject to the rules laid down in this contract.

23.3 Late Delivery

The supplier has to notify the AHA Centre about any potential delay, as soon as he/she is aware of it to anticipate and minimise the consequences.

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

If the supplier 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 (1) month after the set delivery deadline, the contract will be deemed void.

If delivery does not take place one (1) 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 remaining quantities.

24. Invoicing & Payment

24.1 Invoicing

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

In order to claim payments, the supplier must provide the AHA Centre with the following documents for each lot supplied:

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

24.2 Payment

All payments will be made by bank wire transfer to his/her bank account number as specified.

The currency of payment is USD.

24.3 Payment Schedule

100% payment upon delivery and acceptance by the AHA Centre of the (1) total quantity of products and (2) compliance with the technical specifications.

25. Ethics

The AHA Centre pays very careful attention to working with companies that commit to respecting basic Ethics Rules. The bidders have to 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: Technical Offer based on Technical Specifications

Appendix 3: Supplier Questionnaire

Appendix 4: Detailed Pricing Matrix

Appendix 5: The AHA Centre's Good Business Regulations

Appendix 1:
Technical Specification

The supplied item will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in a humid environment.

Item	Unit	Estimated Quantity*
KN 95 Mask	Piece	120,000 Pcs

*The total quantity may vary based on budget availability and based on unit prices of the masks

Appendix 2:
Technical Offer based on Technical Specifications

The product must be in line with the following specifications:

No	Item Description	Quantity	Detail specification
#	KN 95 Mask	Pcs	KN 95 Face Mask, Disposable Particle filtration efficiency: PFE (0.3 micron) > 95%; Bacterial Filtration Efficiency: BFE > 99%. Duckbill / cup-shaped. Material: Nonwoven Fabric, Melt Blown Fabric, Needle-punch cotton Layer- 5 Layer. Colour - White Standard: GB 2626-2006 Type- Ear-loop Flow Rate – 85 L/min FDA registered and CE approved

**Appendix 3:
Supplier Questionnaire**

Publication reference: AHA-T/2023/January/T-001

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

Company Information:															
1	Is your company registered in Myanmar -? Please provide a copy of the 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 (2021):														
6b	Previous Year (2020):														
7	Can you provide audited financial accounts upon request?														
Customer References:															
8	Have you previously worked 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="width: 60%;"><u>Title of Contract</u></th> <th style="width: 15%;"><u>Year</u></th> <th style="width: 25%;"><u>Amount (USD)</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			<u>Title of Contract</u>	<u>Year</u>	<u>Amount (USD)</u>									
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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 a similar value of the contract		1. 2. 3.												
9a	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"><u>Customer (company) Name</u></th> <th style="width: 25%;"><u>Contact Name</u></th> <th style="width: 25%;"><u>Address</u></th> <th style="width: 25%;"><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> </tbody> </table>			<u>Customer (company) Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Contact No & Email</u>								
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Technical Capacity:															
10	What is your core activity/Business?														
11	What other products / services do you offer?														
12	Are you the manufacturer of the products presented in the offer?														

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12a	If yes: where is the manufacturing site located?	
12b	If no, are you an official reseller of these products? Please provide a copy of the 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 Satellite Warehouse of the AHA Centre in Manila, 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 4:
Detailed Pricing Matrix**

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

ITEM (Specification as detailed on Appendix 1 & 2)	Proposed Brand Name (Manufacturer/ Country of Origin)	Estimated Qty	UoM	UNIT PRICE (USD)**	TOTAL PRICE (USD)
KN 95 Mask		120,000	Pcs		

****Price offered are included delivery cost (DDP – Delivery Duty Paid) to the locations mentioned in section No.21 under the ‘Instructions to Bidders.’**

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

*[Name and Signature of the Supplier's Authorised
Person]
[Designation]
[Date]*

Appendix 5:
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 Suppliers

Usual criteria for selecting a Supplier 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

The AHA Centre considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and the termination of all working relationships and contracts:

- **Fraud** is 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-Suppliers

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 Supplier, 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 the Institutional Donors immediately and will provide all the relevant information in the event a Supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the Suppliers 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 Supplier

Hereafter is the minimal documentation a Supplier working with the AHA Centre will have to provide:

- Personnel national ID document of the Supplier/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 supplier 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 any one (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.

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

TO BE FILLED OUT BY THE BIDDER

I, undersigned*representative 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 event*company name*..... is awarded a market.

By signing, I certify that*company 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 Supplier's responsibilities mentions in this document extend to any Supplier affiliates and subsidiaries.

Name: _____ Date: _____

Position: _____ Stamp: _____

Signature: _____