



Jakarta, 25 July 2024

To: INTERESTED BIDDERS

Our reference: Tender №: AHA-T/2024/July/T-022

Subject: Invitation to Tender for The AHA Centre Staff Members' Health Insurance

Dear Sir / Madam,

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

Any clarification must be received by the AHA Centre in writing by **31 July 2024 at 16.00 Jakarta Local Time (at the latest)**. The AHA Centre will reply to the bidder's questions by 5 August 2024 at 16.00 Jakarta Local Time (at the latest). Bidders need to send Expression of Interest (EOI) to the AHA Centre and confirmation to join Pre-Bid meeting before 29 July 2024 (at the latest). Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your proposal at the address specified in the Instructions to Bidders before **9 August 2024 at 23.00 Jakarta Local Time**, as stated in the procurement notice.

Yours sincerely,

Procurement Team



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

Call for Tender

The AHA Centre Staff Members' Health Insurance

**Publication Reference:
AHA-T/2024/July/T-022**

25 July 2024

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INSTRUCTIONS TO BIDDERS

1. Preamble

The AHA Centre – ASEAN Coordinating Centre for Humanitarian Assistance on Disaster Management is an inter-governmental organization established by 10 ASEAN Member States: Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, Thailand, and Viet Nam to facilitate cooperation and coordination among ASEAN Member States, the United Nations, and international organizations for disaster management and emergency response in the region.

Following the decision of the Governing Board meeting to provide AHA Centre staff members and one of their family members with medical insurance coverage as a measure for staff retention, we must conduct due diligence to ensure the provision of the best staff health insurance coverage for value for money.

2. Purpose of the Call for Tenders

The purpose of this Call for Tender is to sign a contract for the provision of the AHA Centre Staff Members' Health Insurance. The tender aims at selecting a supplier with the capacity to provide the best value for money for health insurance services as defined in Appendix 1 – Technical Specifications.

The total of staff members and their dependents are approximately 80 people. The total number is subject to change during the year due to staff leaving and new staff being hired.

The health insurance provider will provide coverage for the AHA Centre staff members plus one family member for the period January 2023 to December 2025 based on the requirements of the AHA Centre. The initial contract is for three (3) years with the possibility of extension.

3. Call for Tenders Schedule (tentative):

ACTIVITIES	DATE	TIME*
Tender Announcement	25 July 2024	13.00
Pre-Bid Meeting/Technical Meeting	29 July 2024	11.00
Deadline for questions from the Bidders	31 July 2024	16.00
Deadline for AHA Centre to respond to the questions	05 August 2024	16.00
Deadline for submission of proposals (receiving date, not sending date)	09 August 2024	23.00
Information of password document from bidders	12 August 2024	10.00
Tender opening session	12 August 2024	14.00
Clarification questions from AHA Centre to bidders	16-19 August 2024	17.00
Response from bidders regarding clarificatory questions	22 August 2024	17.00
Evaluation of the Tenders (Shortlisting)	27 August 2024	10.00
Final Evaluation Meeting	28 August 2024	14.00
Preparation and finalization of Tender Report by the AHA Centre	29 Aug – 02 Sep 2024	17.00
Approval by the AHA Centre Senior Management Team of the Tender Report	03 – 06 September 2024	14:00
Notification of award to the successful bidder(s)	10 Sep 2024	15.00
Notification of award to the unsuccessful bidder(s)	10 Sep 2024	16.00
Preparation of Contract	12 Sep 2024	09.00
Contract Signing	16 - 20 September 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 Meeting

Please send your Expression of Interest (EOI) for joining the Pre-Bid Meeting, informing your company name and meeting participants. Email your EOI to procurement@ahacentre.org before **28 July 2024**.

Pre-Bid Meeting/Technical Meeting will conduct on 29 July 2024 start 11:00 AM (Jakarta Local Time).

Zoom Link Pre-bid Meeting (On line)

Topic: Pre-Bid Meeting Tender for The AHA Centre Staff Members' Health Insurance:

<https://us02web.zoom.us/j/87232505706?pwd=nHvUMy3b7Pzhjx6GmDnhcCa36rQZGr.1>

Meeting ID: 872 3250 5706

Password: GyM7A4

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 companies. 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 services.

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 the email subject: Provision of The AHA Centre Staff Members' Health Insurance. Proposal offers should be sent to procurement@ahacentre.org. The email timestamp will serve as a reference for the date of submission of the tender.
 - Proposals email 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 12 August 2024 at 10.00 AM to email: procurement@ahacentre.org. Bids submitted without a protected password or submission of the password before the indicated date will be disqualified.
 - Proposals/offers must be received by the AHA Centre no later than 9 August 2024 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 the 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 answer 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 (Indonesia and/or other country).
 - 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 from the top 3 (three) clients in terms of Contract Value during the past 3 (three) years.
 - 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 cost proposals should be in **IDR**.
- 4) “The Declaration of compliance and commitment to respect the AHA Centre Good Business Regulations” (Appendix 5) filled and signed by the duly authorized 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 IDR currency. VAT and all other taxes, shipping, transport and handling costs, customs, duties, etc. if any, 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, by the Joint Bids Committee made up 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 of major restrictions affecting 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 four (4) working days, the AHA Centre can consider (after reasonable notification) the award as null and void.

AHA Centre is not obligated to informing 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 willing to get information, they can send 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) base on the competitive price offered of respective items of services 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 should submit an offer for 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. Ethics

The AHA Centre pays very careful attention to working with companies that commit to respect 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

Working closely with the HR/Admin unit from the AHA Centre and any other appointed officers, the health insurance provider will provide the following coverage for around 80 persons:

1. Inpatient and outpatient treatment for employees and dependents;
2. Dental for employees and dependents;
3. Vision for employees and dependents;
4. Life and death insurance for employees and dependents;
5. Medical/emergency evacuation for employees and dependents;
6. All outpatient and inpatient costs should be paid by insurance provider and later the staff portion will be billed to the organisation;
7. Having a wide coverage in all 10 ASEAN Member States with cashless facilities (If applicable);
8. Insurance will be fully covered since the new staff members joining the organisation;
and
9. Any additional services provided.

Please submit the health insurance proposal according to the health insurance benefit as requested, which contains the below information:

- Inpatient benefit
 - Outpatient benefit
 - Provider coverage
 - Premium price
 - General condition
 - General exclusion
-

Appendix 2:
Technical Offer based on Technical Specifications

Requirement of Health Insurance Benefit Scheme

INPATIENT

Benefit	Maximum Limit	Benefit (in IDR)
Room & Board	Per day	1,500,000
Intermediary room/Special Care Unit	Per day	1,500,000
Intensive Care Unit (ICU/ICCU)	Per day	2,000,000
Surgical Fee (including minor/one day surgery)	Per confinement (all categories)	150,000,000
In hospital physician's visit	Per day	500,000
In hospital specialist consultation	Per day	700,000
Private Nurse	Per day, max 30 days confinement	500,000
Miscellaneous hospital expenses	Per confinement hospitalization	30,000,000
Rental medical expenses	Per confinement	1,500,000
Ambulance	Per confinement	600,000
Pre hospitalization	30 days prior to hospitalization	6,000,000
Post hospitalization	30 days after hospitalization	6,000,000
Emergency outpatient treatment	Due to emergency condition	5,000,000
Emergency dental treatment	Due to accident	3,000,000
Chemotherapy, Radiotherapy & hemodialysis	Per Year	30,000,000
Maternity Coverage, normal delivery	Per Year	20,000,000
Maternity Coverage, caesarian delivery	Per Year	30,000,000
Complication of pregnancy until miscarriage	Per confinement	10,000,000
Pen, stent, ring, k wire, IOL	Per year	35,000,000
STD including HIV/AIDS	Per year	4,500,000
Circumcision due to Medical Indication for children max. 5 years old	Per confinement	Under surgical benefit
Minor/One day surgery	Per confinement	Under surgical benefit
Hernia	Per confinement	Under surgical benefit, no limitation
Endometriosis	Per confinement	Under surgical benefit
Congenital	Per confinement	Covered
Odontectomy	Per confinement	Under surgical benefit
Daily cash benefit, only if the claim of the insured is fully covered by BPJS Kesehatan	per inpatient day	1,500,000

Critical Illness benefit, only if the claim of the insured is fully covered by BPJS Kesehatan	Per policy period	15,000,000
Tolerance room & board at provider hospitals due to unavailability or fully-booked room entitled	Room and board tolerance due to unavailability or fully booked, may upgrade IDR 100,000 until discharged. If member use higher room than IDR 1,600,000 insurer will cover up to IDR 1,700,000 until discharged and/or until available.	
Reinstatement benefit for same illness	14 days after discharged hospital	
Annual Limit	Unlimited	
Death Benefit	100,000,000	

OUTPATIENT

Benefit	Maximum Limit	Benefit (in IDR)
General Practitioner (GP) visit / physician's consultation	Per visit	As Charged
Specialist consultations	per visit	As Charged
Doctor and medicines	Per visit	As Charged
Prescribed medicines	Per year	As Charged
Pregnancy consultation	Per visit	As Charged
Medical Check Up	Per year	As Charged
Laboratory, test diagnostic examinations	Per year	As Charged
Physiotherapy	Per year	As Charged
Administration Fee	Per visit	As Charged
Basic Immunization for Child max 5 years old	Per year, all kind of immunization	All kind of Immunization
Vaccination for Adult	Per year	As Charged
Acupuncture	To be covered if acupuncture treated by certified doctor and not for aesthetic treatment.	As Charged
Vitamin and Food supplement	To be covered if prescribed by doctor in reasonable amount and following by prescribed medicines related to medical condition for recovery and not for preventive treatment and not MLM product	Both vitamin and food supplement
Eye refraction		As Charged
Covering arm sling, Dekker, cervical collar, Corset Spine under outpatient		As Charged
Psychiatric consultation, include the medical treatment and medicines (Inpatient and outpatient)		As charged
ANNUAL LIMIT		35,000,000

OTHER BENEFIT

Benefit	Maximum Limit	Benefit
Dental	Per year	5,000,000
Optical (Frame and Lenses) and or Soft Lens	Per year	5,000,000
ADDDB / Accidental Death and Disability Benefit (Asuransi Kecelakaan Diri)		100,000,000
Term Life (Asuransi Jiwa)		100,000,000

GENERAL CONDITIONS

BENEFITS
Pre-existing condition to be waived for all members.
No waiting period for all members.
Critical illnesses to be covered under inpatient and outpatient.
Buffer fund Rp. 50,000,000 to cover any excess claim occurred under inpatient and outpatient due to excess limit or exclusion.
Insurer shall provide membership handbook.
Hormonal Treatment to be covered under inpatient and outpatient.
Cover any treatment or surgery to congenital defects (congenitally physical invalidities or illnesses), hereditary illnesses and its complication, such as: Atresia Ani, VSD, ASD, harelip, bone defects, debile, imbecile, mongoloid, cretinism, thalassemia, hemophilia hydrocephalus.
For Inpatient and Outpatient, consult to Specialist without recommendation/reference from GP.
To cover Midwife and Nurse ("mantri") charges and prescribed drugs/medicine at remote area for emergency cases;
Insurer provide reimbursement claim report sent to employee's email address and or text message facility;
Provide two times (2x) Health Talk session every year.
Insurer shall provide Cash Plan Benefit to member as eligible room and board amount subject to the member follow BPJS's procedure without submit any excess charges from BPJS to Insurer, without limitation of hospitalization number of days
Membership: <ol style="list-style-type: none"> 1. Eligible age for child: 1 day (in any conditions) – 25 years old with children premium; 2. Eligible age for adult: up to 65 years old; 3. Automatic addition and deletion 30 days; 4. Premium for members deletion.
Inpatient cashless facility at provider networks, excess shall be settled directly by the patient at provider networks.
Outpatient cashless facility at provider networks, excess shall be settled by patients at discharge from hospitals or clinics;

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Given the regional nature of the AHA Centre, include international coverage to ensure that staff traveling within and outside of the ASEAN member states have access to healthcare services.
Re imbursement claim submission 90 days after treatment within and outside ASEAN members states.

CLAIM PROCESSING
Reimbursement claim process: max. 10 working days.
Reimbursement claim payment: direct to employee’s bank account without additional charges for payment transfer.

Appendix:3
Supplier Questionnaire

Publication reference: AHA-T/2024/July/T-022

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

Company Information:			
1	Is your company registered in Indonesia? Please provide a copy of Registration.		
	1.a. 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:		
	6.a. Last Year:		
	6.b. Previous Year:		
7	Can you provide audited financial accounts upon request?		
Customer References:			
8	Have you worked in the past with the AHA Centre? <i>If yes, please provide details (year and activity)</i>		
	Title of Contract	Year	Amount (USD)
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		
	Customer (company) Name	Contact Name	Address
			Contact No & Email

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	1.			
	2.			
	3.			
Technical Capacity:				
10	What is your core activity/business?			
11	What other products / services do you offer?			
12	Are you the provider of the products / services presented in the proposal?			
Delivery Capacity:				
13	Can you provide dedicated CS and supporting staff?			
14	Can you manage deliver the service for 10 ASEAN Member Countries?			
15	What is your average lead time for delivery to the services after receipt of the AHA Centre Purchase Order/Contract?			
Financial Conditions:				
16	What is the validity of your offer?			
17	If you get awarded the Contract, will you offer fixed prices for 4 months?			
18	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):	

NO	ITEM	Qty	UNIT PRICE (IDR)	TOTAL PRICE (IDR)
1	Inpatient			
2	Outpatient			
3	Dental			
4	Optical			
5	Term Life			
6	ADDB			
	Total			
	VAT (if any)			
	Grand Total (in IDR)			

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 Supplier's Authorized 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 to select a Supplier are:

- Authorization 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 misbehavior 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 behavior, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive 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.
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- **Bribery:** to offer the AHA Centre employees monetary or inkind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organization** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding 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 entered 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 organization or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

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

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The AHA Centre will inform immediately the Institutional Donors 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 authorizing 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 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.

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: _____