



Our reference: PR-24-ETH-95C

SUBJECT: INVITATION TO TENDER FOR “Medical equipment’s”

Dear Mr/Ms,

Ärzte der Welt e.V. - Doctors of the World Germany – Médecins du Monde Germany (hereinafter referred to as MdM Germany) is part of the worldwide network Médecins du Monde, which is an independent international movement of campaigning activists who provide care, bear witness and support social change. Through our 355 innovative medical programmes and evidence-based advocacy initiatives, we enable excluded individuals and their communities to access health and fight for universal access to healthcare.

MdM Germany has received a grant from GFFO for the implementation of the humanitarian aid cooperation in Ethiopia. In accordance with the overall objective of the operation MdM Germany plans to procure the below mentioned supplies.

Further to your enquiry regarding the publication of 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 MdM Germany in writing at least 10 days before the deadline for submission of tenders. MdM Germany will reply to tenderers' questions at least 08 days before the deadline for submission of tenders.

If MdM Germany, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier; such information will be sent in writing to all tenderers at the same time.

Costs incurred by the tenderer 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 Tenderers **before 5 pm on Tuesday 23rd July 2024.**

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

Yours sincerely,

Naeem ur Rahman
Logistics Coordinator

Tender Dossier for Medical equipment's

PR-24-ETH-95C

A - INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

1. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. Tenderers must provide evidence of their status.

2. Timetable

	DATE	TIME*
Deadline for submission of tenders	<23 rd July 2024>	<5 pm>
Tender opening ceremony	<24 th July 2024>	<10 am>
Notification of award to the successful tenderer	<26 th July 2024> **	-
Signature of the contract	<29 th July 2024> **	-

* All times are in the time zone of the country of the contracting authority provisional date ** Provisional date

3. Supplies to be provided.

3.1 The subject of the contract is the supply of:

- The supplier will be responsible for matters related to the importation process that including customs clearance, and transportation of equipment to the final destination which is MdM Germany Jigjiga Office Somali Region- Ethiopia.
- The offer must include custom clearance and transportation costs.
- All goods purchased and applied must comply with international medical equipment standards, i.e. ISO 13485 /20417 and ISO 9001, DIN, EN MDR and ensure best practice.

No.	Description of goods or services	Quantity	Unit (pce, tab, kg...)
1	APRON PROTECTIVE PVC REUSABLE	54	pcs
2	SCALE LARGE DIAL ADULT 130 KG	9	pcs
3	SCALE BABY WITH CURSOR + TRAY	9	pcs
4	PUMP SUCTION MUCUS + TUBE NEWBORN	18	pcs
5	MICROCUVETTE FOR HEMOCUE HB 301 MACHINE	9	pcs
6	VACUUM EXTRACTOR/MVA SECTION MACHINE, MANNUAL	9	pcs
7	MVA SET OF CANNULA (SET OF SIZE 7-14)	12	pcs
8	KIT RESUSCITATOR MANUAL AMBU ADULT	9	pcs
9	KIT RESUSCITATOR MANUAL AMBU INFANT	9	pcs
10	PULSE DETECTOR FETAL HEART (DOPPLER) POCKET SIZE	9	pcs
11	STETHOSCOPE DOUBLE CUP MAGISTER ADULT	45	pcs
12	SPHYGMOMANOMETER ADULT	45	pcs
13	VAGINAL SPECULUM PLASTIC 24 MM STERILE	9	pcs
14	SET DELIVERY 10 INSTRUMENTS	18	pcs
15	HEMOSMART HEMOGLOBINMETER MACHINE	15	pcs
16	TROLLEY REMOVABLE 2 TRAYS + ACCESSORIES	9	pcs
17	VAGINAL SPECULUM PLASTIC 30 MM STERILE	12	pcs
18	THERMOMETER, DIGITAL	45	pcs
19	TAPE MEASURE FLEXIBLE	9	pcs
20	OTOSCOPE + CHARGER SMART LED	13	pcs
21	OXYGEN CONCENTRATOR	5	pcs
22	PULSE OXIMETER WITH SENSOR ADULT PORTABLE	19	pcs
23	AUTOCLAVE 40 LITERS	5	pcs
24	GLUCOMETER ACCU CHECK PERFORMA MACHINE	11	pcs
25	TOURNIQUET FLAT LATEX 75 CM X 18 MM	9	pcs
26	BABY CREP/NEW BORN TABLE	8	pcs
27	DRUM STERILIZER (MEDIUM SIZE)	16	pcs
28	WOODEN FETAL HEART STETHOSCOPE	11	pcs
29	NEW BORN TABLE (SWADDING TABLE)	8	pcs
30	METALIC SHELVES	19	pcs
31	PALLETES	14	pcs
32	Boots	54	pcs

Delivery Address:

ETHIOPIA, SOMALI REGION, MDM GERMANY JIGJIGA OFFICE> [DAP]¹, and < within 30 days after the contract signatures >.

- 3.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements, and other instructions.
- 3.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

4. Participation

- 4.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established. Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased
- 4.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 4.3 The eligibility requirement detailed in subclauses 4.1 and 4.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 4.4 Natural or legal persons who are in one of the situations below may neither participate in this call for tenders nor be awarded a contract. If they nevertheless participate in this invitation to tender, their bid will be considered unsuitable or irregular, as the case may be.

The economic operator is excluded if :

- 1. He is bankrupt or is the subject of insolvency or liquidation proceedings, his assets are being administered by a liquidator or are being administered by the courts, he has entered into an arrangement with creditors, is the subject of proceedings concerning the cessation of business activities or is in any analogous situation arising from a similar procedure provided for in national laws or regulations;

¹ DDP (Delivered Duty Paid) / DAP (Delivered At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

2. It has been established by a final judgment or a final administrative decision that the economic operator has failed to fulfil its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
 3. It has been established by a final judgment or a final administrative decision that the economic operator has committed serious professional misconduct by violating applicable laws or regulations or the ethical standards of the profession to which he belongs, or by engaging in misconduct which affects his professional credibility, where such conduct indicates wrongful intent or gross negligence, including in particular any of the following conduct:
 - i. fraudulent or negligent misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or compliance with the selection criteria or in the performance of a contract;
 - ii. conclusion of an agreement with other economic operators with a view to distorting competition;
 - iii. infringement of intellectual property rights;
 - iv. attempting to influence the decision-making process of MdM Germany in the procurement process;
 - v. attempt to obtain confidential information that could give it an undue advantage in the procurement process;
 4. It has been established by a final judgment that the economic operator is guilty
 - i. fraud,
 - ii. corruption,
 - iii. behaviour linked to a criminal organisation,
 - iv. money laundering or financing of terrorism
 - v. terrorist offence or offence related to terrorist activities,
 - vi. child labour or other forms of trafficking in human beings;
 5. The economic operator has seriously failed to fulfil essential obligations in the performance of a contract financed by one of MdM Germany's donors, leading to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties, or which has been discovered as a result of controls and audits or investigations carried out by an authorising officer;
 6. It has been established by a final judgment or a final administrative decision that the economic operator has committed an irregularity;
- In order to address the problem of "letter-box" companies and entities created with the aim of evading tax, legal or social obligations, cannot be retained if it has been established :

- by a final judgment or a final administrative decision that the person or entity has established an entity in a different jurisdiction with the intention of evading tax, social security or other legal obligations bindingly applicable in the territory where its registered office, central administration or principal place of business is located;
- by a final judgment or a final administrative decision that an entity has been set up with the intention referred to in the point above;

MdM Germany does not exclude an economic operator (i) where it can prove that appropriate measures have been taken to ensure its reliability, except in the cases referred to in point (4); (ii) where it is indispensable to ensure continuity of service, for a limited period of time and pending the adoption of corrective measures; and (iii) where exclusion would be disproportionate.

Disclosures

Candidates, tenderers and participants are required to declare that they are not in one of the above-mentioned situations of exclusion by signing a declaration on their honour.

When it is necessary to ensure the smooth running of the procedure and there is a risk that the statement may contain false or misleading information, MdM Germany must check the reliability of the information provided in the sworn statement by requesting appropriate justification. Such verification is particularly necessary when MdM Germany is aware of concrete signs or indications (e.g. press articles) which call into question the information provided in the declaration. MdM Germany will take particular care in this respect:

- As regards non-payment of taxes, a recent certificate issued by the competent authority of the State concerned may be considered sufficient.
- With regard to the creation of an entity with a view to evading tax, social security or other legal obligations, MdM Germany may accept as sufficient proof the production of a recent extract from the criminal record or, failing this, an equivalent document issued by a judicial or administrative authority in the country of establishment, showing that these requirements have been met. Particular attention should be paid to cases where the information cannot be obtained due to a confidentiality clause or where the information reveals the application of specific tax clearances.

Participants are also obliged to communicate their beneficial ownership structure at the request of MdM Germany.

If the result of this analysis confirms that the participant/beneficiary could be in a situation of exclusion, MdM Germany may disregard the offer submitted.

Tenderers must provide statements on their honour certifying that they are not in any of these situations of exclusion. These declarations must also be submitted by all members of a joint venture/consortium, by subcontractors and by capacity

providers. Tenderers guilty of false declarations may also be subject to financial penalties and exclusion. Their bids will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

- 4.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 4.6 Subcontracting is allowed but the contractor will retain full liability towards MdM Germany for performance of the contract as a whole.
- 4.7 MdM Germany reserves the right to divide the contract into lots and award the lots to various tenderers.

5. Origin

- 5.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 4.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements),

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information.

- 5.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

6. Variation in quantity

MdM Germany reserves the right to vary the quantities stipulated at the time of ordering within a range of 2% of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

7. Responsibilities

The supplier is responsible of the cost and risks for:

- Manufacture or assembly of the products
- Storage of the products until the delivery or loading
- Loading of the products
- Delivery of the products to the final destination (Somali Region)

MdM Germany is responsible of the costs and risks for:

- Unloading the products from the supplier vehicles to MdM Germany warehouse

The transfer of property and risk of the products from the supplier to MdM Germany only occurs after the acceptance of the products by MdM Germany representative.

8. Delivery date (or delivery plan)

The total quantity of the product has to be delivered or ready for inspection before the:

August 15th, 2024

9. Insurance

MdM Germany 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 therefore up to the supplier to insure the products if necessary.

10. Documentation

The supplier has to handover the following documents to MdM Germany when delivering the products or when the products are ready for delivery inspection.

- **Certificate of conformity** of the product to the technical specification
- **Certificate of origin**
- **Delivery notes**
- **Other documents**

11. Delivery inspection and acceptance of the delivery

MdM Germany representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in warehouse of the supplier/MdM Germany warehouse.

The objective of the delivery inspection is to assess the compliance with the terms of contract of:

- The documentation provided by the supplier

- The quantity delivered/loaded
- The quality of the product delivered/loaded

MdM Germany representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. 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, MdM Germany will accept the products.

12. Non-conformity of delivery

12.1. Quality and condition

Should the quality or the condition of the products not satisfy the requirements of the contract at the moment of preliminary or delivery inspection they must be replaced by the supplier at his/her own expenses.

The replacement must be executed as soon as possible, at the latest within 15 days from the discovery of the non-compliance (for food stuff: from the issuing of a certificate on non-conformity). The replaced products are again subject to the rules laid down in this contract.

12.2. Quantity

Should products be missing at delivery, the missing quantity must be delivered as soon as possible, at the latest 15 days after its discovery, at the expenses of the supplier. The then delivered products are subject to the rules laid down in this contract.

12.3. Delays

In the event of delays of delivery, a penalty of 0,2% per day of the nominal value of the products to be delivered shall apply. The sum will be retained from the final payment.

12.4. Non-delivery

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

In case of non delivery of good meant to replace non compliant products as delivered previously, or in case of missing quantities, the contract will be deemed void at the pro rata of the quantities still undelivered/missing.

13. Currency of tenders

Tenders must be presented in <euro/ETB>.

14. Period of validity

Suppliers shall be bound by their tenders for a period of minimum 45 days from the deadline for submission of tenders.

15. Language of offers and procedure.

The offers, all correspondence and documents related to the tender exchanged by the tenderer and MdM Germany must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language (provided they are accompanied by an accurate translation into English).

For the purposes of interpretation of the tender, the English version will prevail.

16. Additional information before the deadline for submission of tenders

If MdM Germany, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Naeem ur Rahman
Logistics Coordinator
Ärzte der Welt / MdM Germany
Addis Ababa: Yeka Subcity - Woreda 08 - House N° 651 - near Louvre Grand Hotel
PO BOX 23 39 - Addis Ababa – Ethiopia
logco.eth@aerztederwelt.org

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 days before the deadline for submission of tenders. No further clarification will be provided after this date.

Any prospective tenderers seeking to arrange individual meetings with MdM Germany during the tender period may be excluded from the tender procedure.

17. Submission of tenders

Tenders must be delivered in a sealed non-identifiable envelope to:

Naeem ur Rahman
Logistics Coordinator
Ärzte der Welt / MdM Germany
Addis Ababa: Yeka Subcity - Woreda 08 - House N° 651 - near Louvre Grand Hotel
PO BOX 23 39 - Addis Ababa – Ethiopia

The deadline for the delivery of the tender is: **July 23, 2024**

The sealed non-identifiable envelope must state the following information:

- a) Name and address of the company
- b) Publication reference
- c) Address to which the offer is being submitted
- d) the words “**not to be opened before the tender opening session**” written in English.

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the address given above.

18. Contents of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

1. A detailed financial bid with duly authorised signature. The prices must be expressed by unit price and totals. Prices should be inclusive of all costs including materials, labour, transport and handling charges.
2. A technical bid consisting of a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required.
3. Brief company profile
4. Personnel national ID document of the supplier/company representative
5. Power of attorney authorising the representative to submit the tender
6. Evidences of the status of the tenderer/Business registration certificate
7. Financial references; most recent bank statement
8. A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin)
9. The *Declaration of compliance and commitment to respect Medecins du Monde Germany Good Business Regulations* filled and signed by the duly authorised person
10. Any other relevant documents

19. Alteration or withdrawal of tenders

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

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 19. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 19 and the expiry of the tender validity period.

20. Costs of preparing tenders

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

21. Opening of tenders

The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

The tenders will be opened in public session on **<24th July 2024 at 10 am>** at **<Ärzte der Welt / MdM Germany office, Yeka Subcity - Woreda 08 - House N° 651 - near Louvre Grand Hotel Addis Ababa – Ethiopia>** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request. At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal and other information as MdM Germany may consider appropriate must be announced.

After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications. 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 tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence MdM Germany in its decision concerning the award of the contract will result in the immediate rejection of his tender.

All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by MdM Germany. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

22. Evaluation of tenders and selection of successful candidate

The evaluation of the tenders shall be carried out by an Evaluation Committee made up of at least 2 representatives of MdM Germany and one representative of the beneficiaries, authorities or any other stakeholder.

Please refer to the Part D for models of technical and administrative evaluation grids.

The tenderer might be requested to provide catalogues, pictures, technical descriptions and/or samples of the items before the final selection of the successful candidate.

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

The price of the tender will be considered fixed. No additional charges of whatsoever nature and type will be accepted by MdM Germany.

23. Notification award and contract signature

The successful tenderer will be informed in writing that its tender has been accepted (notification of award). MdM Germany will send the successful tenderer a signed contract in two copies.

The unsuccessful tenderer will be informed by e-mail/phone within the 05 days following the award.

Within 05 days following the reception, the successful tenderer will sign, date and send back the contract. If the successful tenderer fails to sign and send back the contract within 05 days, MdM Germany can consider after notification the award as null and void.

A cession of the Evaluation Committee will establish the nullity of the previous award and will proceed to a new award under the conditions of the article 24.

24. Ownership of tenders

MdM Germany retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

25. Payment procedure

All payments will be made by bank transfer to the supplier account.

Payments will occur only after acceptance of the products/services by MdM Germany representative and upon the receiving of the original invoices issued by the supplier.

MdM Germany will organise the payment within 15 days after the reception of the products.

26. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by MdM Germany. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

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.

In no circumstances will MdM Germany be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if MdM Germany has been advised of the possibility of damages.

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

C - EVALUATION GRID

Contract title :	Publication reference :
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			Bid N°1	Bid N°2	Bid N°3	Bid N°4
N°	Critères	Valeur				
1	Rules of origin respected?	Yes - No				
2	Economic & financial capacity?	Yes - No, details				
3	Professional capacity?	Yes - No, details				
4	Technical capacity?	Yes - No, details				
5	Compliance with technical specifications?	Yes - No, details				
6	Ancillary services as required?	Yes - No, details - Not Applicable				
7	Are nationalities of any experts and/or sub-contractors eligible?	Yes -No				
8	Other technical requirements in tender dossier?	Yes - No- Not applicable				
9	Technically compliant?	Yes -No				
10	Notes:					

Signature, name and date

Technical Expert :

Logistician :

Administrator:

D - ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Publication reference :
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			Bid N°1	Bid N°2	Bid N°3	Bid N°4
N°	Critères	Valeur				
1	Suffisant validity of the offer	Yes - No (30 days minimum)				
2	Is tenderer (consortium) nationality eligible?	Yes - No				
3	Is documentation complete?	Yes - No				
4	Is language as required?	Yes - No				
5	Is tender submission form complete?	Yes - No				
6	Is tenderer's declaration signed (by all consortium partners, for a consortium)?	Yes - No - Not Applicable				
7	Other administrative requirements for tender dossier?	Yes - No - Not Applicable				
8	Overall decision?	Accept - Reject				

If the tender has been submitted by a consortium, the nationalities of all the consortium partners must be eligible

Signature, name and date

Technical Expert :

Logistician :

Administrator:

E - Médecins du Monde Germany

GOOD BUSINESS REGULATIONS

I. Preamble

MdM Germany is a non-governmental organisation. Private, non-political, non-denominational and non-profit-making, it was set up in France in 1979 to intervene in countries throughout the world. MdM Germany's vocation is to save lives by combating hunger, disease, and those crises threatening the lives of helpless men, women and children.

These Good Business Regulations are the ground for a professional working relationship between MdM Germany and the suppliers.

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

II. Principles of the procurement procedures

MdM Germany 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

Furthermore all departments/ projects of MdM Germany as well as partners and contractors are obliged to observe and apply the "Principle of Ethical Procurement, which includes:

- a) Humanitarian Organisations, tenderers, candidates and contractors must observe and uphold ethical standards in the procurement and execution of contracts. Minimum ethical standards include the avoidance of child labour²,

² ILO defines child labour as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that is mentally, physically, socially or morally dangerous and harmful to children, and interferes with their schooling, by depriving them of the opportunity to attend school, obliging them to leave school prematurely, or requiring them to attempt to combine school attendance with excessively long and heavy work (<http://www.ilo.org/ipec/facts/lang--en/index.htm>).

and the respect of basic social rights and working conditions based on international labour standards.

- b) Where possible, the ethical standards shall also include environmental considerations and the avoidance by contractors of any connection with a party to a conflict, involvement in the supply or transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources, in particular sensitive commodities such as precious metals, stones and rare earths.

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial capacities
- 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)

III. Misbehaviour, ineligibility and exclusion

MdM Germany 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 MdM Germany or institutional donors funds
 - Non-disclosure of information, with the same effect
 - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage MdM Germany's or institutional donors' financial interests
- **Collusion:** the coordination of firms 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 MdM Germany employees monetary or in kind gifts in order to gain additional markets or to continue a contract

- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement that has the force of *res judicata*
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or sub contractors

MdM Germany 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 MdM Germany 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 MdM Germany's 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

MdM Germany 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 as a condition of participation in the contract procedure or fail to supply this information

Declaration of compliance & commitment to respect Médecins du Monde Germany

GOOD BUSINESS REGULATIONS

I, undersigned **...representative name...** representative of **...company name.....** read and understood these regulations.

On behalf of the company I act for, I accept the terms of MdM Germany Good Business Regulations and I commit to achieve the best performances in the event **...company name.....** is awarded a market.

In addition, I certify that **... company name** doesn't fall in any of the conditions mentioned in the paragraph III: Misbehaviour, ineligibility and exclusion.

I explicitly guarantee that **... company name** respects the principle of the non-exploitation of child labour and respects the basic social rights and working conditions of employees and sub contractors.

Date:

(Signature and stamp)

Important note: *All the pages of these Good Business Regulations have to be endorsed with the initials of the company representative.*