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# Appendix 1: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

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The AHA Centre Requirements	
<b>LOT 1: (see Detail Specification LOT 1)</b>	<b>Supplier's Product Specifications</b>
OM001: Inflatable Lightweight Tent size 5.50 m (W) X 7.50m (L) x 2.72m (H) See Full Technical Specification on the tender	
SM001: Mobile Storage Unit (MSU) 10 x 24 s.q.m	
SM002: Mobile Storage Unit (MSU) 10 x 32 s.q.m	
Full technical specification refers to: TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 2:</b>	<b>Supplier's Product Specifications</b>
OM002: Mattress Two Foam with Polyester Cloth Cover Rebonk foam with 100mm thick 1900mm (W) x 910mm (D) x 100mm (H)	
OM003: Folding Desk	
OM004: Bunk bed	
OM006: Chair	
OM007: Stationary Kit (comes with 4 boxes/kit/pallet	
OM008: Air Conditioner	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 3:</b>	<b>Supplier's Product Specifications</b>
PM001: Tarpaulin 4x60m	
PM002: Shelter Repair Kit Content: rope, handsaw, nail (for roof sheet and wood), shovel, hoe, shears, tie wire, claw hammer	
PM003: Family Tent with ASEAN Logo	
PM004: Mosquito Net	
PM005: Personal Hygiene Kit with ASEAN Logo	
PM006: Family Kit with ASEAN Logo	
PM007: Kitchen Set with ASEAN Logo	
PM008: Jerry Can with 10 litre capacity	
PM009: Water Tank with 5,000 litre capacity+ Pipe Hose+Tapstand	
PM010: Family Tent Indoor	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 4:</b>	<b>Supplier's Product Specifications</b>
SM003: Pallet Plastic 120 x 100 cm	
SM004: Plastic Pallet 120x80 cm	
SM005: Wooden Pallet 120 x 80 cm	
SM006: Wooden Pallet 120x100 cm	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 5:</b>	<b>Supplier's Product Specifications</b>

SM007: Manual Water Filtration + Pump	
SM008: Authomatic Water Filtration	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 6:</b>	<b>Supplier's Product Specifications</b>
SM009: Diesel Generator Diesel, 16 Kva, wheel-mount	
SM010: Distibution Box / Electric Kit	
SM011: Lighting Equipment: Indoor lighting system for MSU	
SM012: Lighting Equipment: Outdoor lighting system for MSU	
SM013: Lighting Equipment : Telescopic lighting equipment	
SM016: Power Transfer Unit	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	
<b>LOT 7:</b>	<b>Supplier's Product Specifications</b>
SM014: VacuSan Toilet System	
SM015: Hygieniser - Sewage Pasteurisation	
TECHNICAL and COMMERCIAL SPECIFICATIONS on the tender Document.	

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## Appendix 2: Supplier Questionnaire

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**Publication reference:** AHA-T/2019/March/T-003

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

<b>Company Information:</b>		
<b>1</b>	Is your company registered in Manila - Philippines? <b>Please provide a copy of Registration.</b>	
<b>2</b>	When was it registered?	
<b>3</b>	Is your company part of an international company?	
<b>4</b>	Do you have other offices / plants in the country? Where?	
<b>5</b>	How many employees work for your company in-country?	
<b>Financial Information:</b>		
<b>6</b>	What is your yearly income in USD over the last 2 years?	
	Last Year (2018):	
	Previous Year (2017):	
<b>7</b>	Can you provide audited Financial accounts upon request?	
<b>Customer References:</b>		
<b>8</b>	Have you worked in the past with The AHA Centre (detail year and activity)?	
<b>9</b>	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products / services	
<b>10</b>	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services	
<b>Technical Capacity:</b>		
<b>11</b>	What is your core activity?	
<b>12</b>	What other products / services do you offer?	
<b>13</b>	Are you the manufacturer of the products presented in the offer?	
<b>14</b>	If yes: where is the manufacturing site located?	
<b>15</b>	If no, are you an official reseller for these products? Please provide a copy of Dealer Registration.	
<b>16</b>	Do you have stocks?	

17	Where are they located?	
18	What is the average volume / value of your stock?	
<b>Delivery Capacity:</b>		
19	Can you hold dedicated stocks for your customers?	
20	Can you manage delivery to The AHA Centre bases in Manila?	
21	What is the average delivery Leadtime for delivery in Manila after receipt of The AHA Centre Purchase Order?	
22	Do you have your own trucks / drivers for delivery?	
23	Or do you work on a regular basis with a transport company? (if so, please name it)	
<b>Financial Conditions:</b>		
24	What is the validity of your offer? (minimum 60 days):	
25	If you get awarded the Contract, will you offer fixed prices for 3 months?	
26	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance)?	
27	In which currency do you invoice your customers?	
28	When do you issue the invoice?	
29	When do you expect payment?	

## Appendix 3: DETAILED PRICING MATRIX

We, the undersigned, hereby accept in full The AHA Centre's GOOD BUSINESS REGULATIONS, and hereby offer to supply the items listed below in conformity with the specification and requirements of The AHA Centre as per **Reference #: AHA-T/2019/March/T-003: Provision of Stockpile for the AHA Centre Satellite Warehouse in Camp General Emilio Aguinaldo, Quezon City Manila - Philippines**

**TABLE 1 : Vendor List Information**

Supplier Name:  
Address:  
Telephone:  
Fax:  
Website:  
Contact Person:  
Telephone/Mobil Phone:  
Email:

**Table 2:Provision of Stockpile for the AHA Centre Satellite Warehouse in Camp General Emilio Aguinaldo, Quezon City Manila - Philippines**

Lot #	Lot Name	Quantity	Unit	Unit Price in USD	Total Price in USD
1	OM001: Inflatable Lightweight Tent size 5.50 m (W) X 7.50m (L) x 2.72m (H)	1	Piece		
	SM001: Mobile Storage Unit (MSU) 10 x 24 s.q.m	1	kit		
	SM002: Mobile Storage Unit (MSU) 10 x 32 s.q.m	1	kit		
<b>Total price for Lot # 1:</b>					
2	OM002: Mattress Two Foam with Polyester Cloth Cover Rebonk foam with 100mm thick 1900mm (W) x 910mm (D) x 100mm (H)	24	Piece		
	OM003: Folding Desk	12	Piece		
	OM004: Bunk bed	12	Piece		
	OM006: Chair	48	Piece		
	OM007: Stationary Kit (comes with 4 boxes/kit/pallet	1	kit		
	OM008: Air Conditioner	1	Piece		
<b>Total price for Lot # 2:</b>					
3	PM001: Tarpaulin 4x60m	446	roll		
	PM002: Shelter Repair Kit Content: rope, handsaw, nail (for roof sheet and wood), shovel, hoe, shears, tie wire, claw hammer	100	kit		
	PM003: Family Tent with ASEAN Logo	1.000	kit		
	PM004: Mosquito Net	5.000	Piece		
	PM005: Personal Hygiene Kit with	5.000	kit		

	ASEAN Logo				
	PM006: Family Kit with ASEAN Logo	5.000	kit		
	PM007: Kitchen Set with ASEAN Logo	1.000	kit		
	PM008: Jerry Can with 10 litre capacity	5.000	Piece		
	PM009: Water Tank with 5,000 litre capacity+ Pipe Hose+Tapstand	1	kit		
	PM010: Family Tent Indoor	1000	kit		
<b>Total price for Lot # 3:</b>					
4	SM003: Pallet Plastic 120 x 100 cm	864	Piece		
	SM004: Plastic Pallet 120x80 cm	864	Piece		
	SM005: Wooden Pallet 120 x 80 cm	864	Piece		
	SM006: Wooden Pallet 120x100 cm	864	Piece		
<b>Total price for Lot # 4:</b>					
5	SM007: Manual Water Filtration + Pump	1	set		
	SM008: Authomatic Water Filtration	1	Piece		
<b>Total price for Lot # 5:</b>					
6	SM009: Diesel Generator Diesel, 16 Kva, wheel-mount	1	Piece		
	SM010: Distibution Box / Electric Kit	1	kit		
	SM011: Lighting Equipment: Indoor lighting system for MSU	1	kit		
	SM012: Lighting Equipment: Outdoor lighting system for MSU	1	kit		
	SM013: Lighting Equipment : Telescopic lighting equipment	1	kit		
	SM016: Power Transfer Unit	1	kit		
<b>Total price for Lot # 6:</b>					
7	SM014: VacuSan Toilet System	1	kit		
	SM015:Hygieniser - Sewage Pasteurisation	1	kit		
<b>Total price for Lot # 7:</b>					

**TABLE 3: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation – 60 Days			
All Provisions of The AHA Centre Technical Specification and GOOD BUSINESS REGULATIONS			
Full acceptance of the PO/Contract General Terms and Conditions			
Payment will be conducted upon the completion of the supply and acceptance by The AHA Centre			

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]*

**NB: The tender must include pictures of EACH ITEM OR technical description**

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# **Appendix 4:**

## **The AHA Centre Purchase Term & Conditions**

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### **ARTICLE 1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by The AHA Centre with a supplier. The term "order" refers to any The AHA Centre purchase order or contract. Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale. This Agreement may only be varied with the written consent of The AHA Centre and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions. (5) years from the initial delivery date.

### **ARTICLE 2: DELIVERY**

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by The AHA Centre or by the forwarding agent appointed by The AHA Centre. All orders will be delivered in full, unless The AHA Centre has agreed to partial deliveries in writing. All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. The AHA Centre reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered. Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

The AHA Centre reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

### **ARTICLE 3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding. If contractual delivery times are not respected, The AHA Centre may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percents (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery. If goods have not been delivered within ten (10) calendar days after the contractual delivery date, The AHA Centre reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

### **ARTICLE 4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by The AHA Centre. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by The AHA Centre at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time The AHA Centre will be responsible for costs incurred returning the goods. The AHA Centre may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from The AHA Centre, that the total price be refunded, or the cancellation of the order in its entirety. All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from The AHA Centre. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.the initial delivery date.

### **ARTICLE 5: PACKAGING**



The supplier agrees to supply goods and services that comply with technical specifications defined by The AHA Centre, official standards and, in all cases that comply with good professional practice in the sector in question. Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

#### **ARTICLE 6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by The AHA Centre. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by The AHA Centre of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

#### **ARTICLE 7: DANGEROUS OR PERISHABLE GOODS**

The supplier agrees to inform The AHA Centre of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping. Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percents (80 %) of its total initial shelf life.

#### **ARTICLE 8: LIABILITY**

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with The AHA Centre.

#### **ARTICLE 9: ORDER CANCELLATION**

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by The AHA Centre if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by The AHA Centre by registered mail with acknowledgement receipt. The AHA Centre will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by The AHA Centre

#### **ARTICLE 10: PRICE**

Unless stipulated otherwise by The AHA Centre, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods.

#### **ARTICLE 11: INVOICING AND PAYMENT**

One copy of all invoices will be issued and sent to the The AHA Centre office that sent out the order within seven (7) calendar days of delivery. If several orders are contained in one delivery, a separate invoice will be issued for each order. All invoices will feature the exact references of the delivery note and the order to which they correspond. Unless stated otherwise on the purchase order or contract, payments are to be made by The AHA Centre] within Seven (7) working days upon the receipt of the original invoice.

#### **ARTICLE 12: SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

The AHA Centre reserves the right to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of 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 . Furthermore The AHA Centre is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. The AHA Centre reserves the right to use international supplier' screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices. 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 Whistleblower 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. The AHA Centre will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. Reports are to be sent as follows: Will be provided soon.

#### **ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

The AHA Centre purchase orders and contracts are governed by Phillipine law. Any dispute between the supplier and The AHA Centre with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by the courts of Manila

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## Appendix 5:

# The AHA Centre 's GOOD BUSINESS REGULATIONS

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

**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

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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:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

### II. Misbehavior, ineligibility and exclusion

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**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 firms 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.
- **Bribery:** to offer The AHA Centre 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, 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 subcontractors

**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 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**

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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 contractors 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**

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Hereafter is the minimal documentation a contractor 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 contractor 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.

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#### **VI. Anti-Corruption Policy**

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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 labor or overriding basic social rights and work conditions or the standards defined by the International Labor Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labor, 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: