# Principles of Procurement according to German Municipality

The contract must be awarded to the tender oﬀering the best value for money (i.e., the tender oﬀering the best price-quality ratio) or, as appropriate, to the tender oﬀering the lowest price. In doing so, the contracting entity shall avoid any conﬂict of interests and respect the following basic principles: Where the contracting entity does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an oﬀer.

The contracting entity shall evaluate the oﬀers received against objective criteria which enable measuring the quality of the oﬀers and which consider the price (the oﬀer with the lowest price shall be awarded the highest score for the price criterion).

The contracting entity shall keep suﬃcient and appropriate documentation with regard to the procedures applied and which justify the decision on the pre-selection of tenderers (where an open tender procedure is not used) and the award decision.

The contracting entity shall ensure that all suppliers are treated equally in the negotiations. In particular, it shall refrain from any discriminatory disclosure of information that could favor certain bidders over others. It shall inform all suppliers of any changes to the terms of reference, in particular the technical requirements or other elements of the tender documents. The contracting entity may not disclose confidential information of a supplier participating in the negotiations to the other suppliers with whom negotiations are being conducted without the supplier's consent. Such consent may not be given in general, but only in relation to the intended communication of specific information.

The contracting entity has zero tolerance for corruption

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts.

## Eligibility for contracts according to German Municipality

### The nationality rules

Participation in tender procedures managed by the contracting entity is open on equal terms to all natural and legal persons eﬀectively established in a Member State or a country, territory or region mentioned as eligible by the relevant regulation/basic act governing the eligibility rules for the grant. Tenderers must state their nationality in their tenders and provide the usual proof of nationality under their national legislation.

### The rule of origin

If the basic act or the other applicable instruments so require, the tenderer must prove the origin of the supplies acquired under the grant. The certiﬁcate of origin must be made out by the competent authorities of the country of origin of the supplies and must comply with the rules laid down by the relevant Union legislation.

All equipment imported from outside the country must adhere to all relevant conditions and laws for its entry into the country. This includes compliance with customs procedures, obtaining necessary licenses, certificates of origin, and other applicable requirements. A copy of the relevant documentation must be provided to the buyer.

Tenderers must meet all the requirements specified in the tender documents and therefore advised to go through the tender documents carefully before submission and be certain that they are able to comply with the specified terms & conditions.

1. **Bidding in lots:**

If the tender is divided into lots, bidders should make every effort to bids for all items within the lot they are interested in. If bidders fail to complete all items within the lot, The contracting entity reserves the right not to award the lot to the bidder. Bidders have the flexibility to place bids on any number of lots they choose.

1. **Items and Quantity:**

The bidder may be granted the entire tender or individual lots within the tender.

1. **Specifications:**

Tenderers must adhere to:

**Eligibility:**

* 1. Bidders are solely responsible for ensuring that the full bid is received by the contracting entity in accordance with the ITB requirements, prior to the specified date and time mentioned in the bid. The contracting entity will consider only those portions of the bids received prior to the closing date and time.
  2. All responsive Bids shall be Typed on the contracting entity Bid Forms.
  3. Bids submitted are at the Bidders risk and the contracting entity takes no responsibility for the receipt of such Bids.
  4. Bidders are solely responsible for ensuring that the full Bid is received by the contracting entity, in accordance with the ITB requirements:
  5. Tenderer(s) must be Manufacturers, accredited Wholesalers, Traders / Suppliers, Agents in their registered countries.
  6. Any tenders received after the submission deadline could not be accepted.
  7. Tenderer(s) should have the capacity and capability to supply the items in accordance with the specifications within the prescribed delivery time and the terms & conditions mentioned herein.
  8. Contracts can be awarded individually or jointly.

1. **Joint Bids** 
   1. Multiple suppliers, service providers, or contractors who meet the technical and legal requirements of the Public Procurement Law may collaborate in implementing this project. This collaboration can be established through a partnership agreement or a joint venture, duly authenticated by a notary public, appointing a principal authorized partner to represent them jointly in solidarity. The authorized partner signs on their behalf, and their actions are binding on all partners. All partners are collectively and without exception responsible towards the contracting entity in mutual support and solidarity regarding the implementation of this tender document.
2. **Clarification requests:**

The bidder has the right to submit a written clarification request regarding the tender documents within a period ending (10) ten days before the bid submission date. The contracting entity is required to respond within a deadline ending (6) six days before the final bid submission date. The clarification shall be sent in writing, without specifying the requestor's identity, to all bidders who have been provided with the documentation by the contracting entity. The contracting entity can decide to make amendments to the tender documents for any reason, whether initiated by the administration or in response to a clarification request from a bidder.

1. **Price:**
   1. Price should be best and final offer
   2. Include discounts for early payment, if any.
   3. Applicable VAT/duty rates should be clearly stated per item in the offer as to facilitate any tax/ duty exemptions/ reimbursement
2. **INCOTERMS:**

DDP INCOTERMS©2021 as defined by the International Chamber of Commerce will be used to govern the terms of delivery/ contract.

1. **Delivery Destinations:**

Details of the consignee and necessary details for the paperwork will be agreed at the time of signing contract with successful Tenderer/s. Tenderer(s) shall be responsible for all costs arising from packing, forwarding and delivering of goods to actual points of delivery including loading, unloading, transport and insurance and clearance costs as per the stated INCOTERMS.

1. **Delivery/Readiness Period:**

The delivery/readiness must be within the agreed timeframe after the signing the contract by both parties and all the items/quantities must be delivered at the delivery destinations within a maximum period as agreed on the signing of the contract. The successful Tenderer will be required to agree to the Delivery Schedule (as stated, in tranches so they meet the requirements of our consignee) . The supplier bears the responsibility for delivering and installing the equipment at the beneficiary's designated location, and all associated costs must be included within the offered price.

The Supplier will coordinate with the beneficiary to schedule the delivery.

Upon delivery, the beneficiary shall compile the delivered items with the agreed-upon list.

The Supplier will ensure the proper installation of the equipment according to manufacturer guidelines and specifications.

The beneficiary shall inspect the installation and notify the Supplier of any discrepancies or issues.

Any discrepancies shall be documented and promptly communicated to the Supplier.

The supplier will be held accountable for any inconvenience associated with transportation, installation, or damages affecting the equipment or the facility.

The supplier provides the beneficiary with a hard and soft copy of the list of the items that include detailed item description: name of the product, type, brand, country of origin, serial number, date of manufacturing, date of installation and warranty certification.

The beneficiary shall sign a receipt acknowledging the delivery and installation of the equipment.

Any concerns or issues discovered after the signing of the receipt shall be reported to the Supplier for resolution.

Supplier and contracting entity should keep confidential any proprietary information disclosed during the implementation of the BID.

1. **Packaging:**

All goods must be appropriately packed \suitable for sea/road transportation and loading/unloading including rough handling to final destinations.

1. **Marking/Labelling:**

Instructions for marking and labeling are supplied.

1. **Presentations:**

Bids must be easily readable. Any corrections, changes, or amendments must be acknowledged with the initials of the person signing the bid. Avoid submitting unnecessary blank pages in the Bid Form and/or schedules. All documents should be presented in English. Each page in the bid must bear the signature of an authorized representative.

1. **Language:**

The documents submitted will be accepted in the English language only. The certificate, etc. from local government or local authorities (if applicable) could be provided in actual language All markings and labeling should appear in English only.

1. **Samples:**

If samples are required, they should be included with the Tender documents. Ensure that each sample adheres to the specified specifications and is clearly labeled. The contracting entity retains the right to reject bids that do not include the necessary samples along with the Tender documents.

1. **Validity Period:**

Bids shall be valid for at least the minimum number of days specified in the bid , and from the date of Bid closure. The contracting entity reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

If the bid is successful and contracted, the bid will remain valid for the duration of the contract.

1. **Award of Contracts:**

This ITB does not commit the contracting entity to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The Bidder of an offer made by the contracting entity will regard it as an offer made by the Bidder and not as an acceptance of any bid submitted.

No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of The contracting entity and the successful Bidder.

The contracting entity will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened.

The contracting entity reserves the right to cancel any ITB, to reject any or all Bids in completely or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future The contracting entity ITBs.

1. **Acceptance:**

The contracting entity reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB closure.

1. **Accidents and Responsibilities:**

The contractor bears full responsibility for all risks and accidents that may affect third parties and those working under their supervision during the entire execution period of the work. Additionally, they are considered accountable for all damage incurred to the administration's facilities because of and during the execution of the work, and they must take all necessary precautions to prevent such occurrences.

The contractor is obligated to repair any malfunction or damage that occurs to the administration's facilities as a result.

1. **CONFIDENTIALITY**:

This ITB or any part hereof, and all copies hereof shall be returned to the contracting entity upon request. This ITB is confidential and proprietary to the contracting entity contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the contracting entity, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

1. **COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

* The preparation of submission of Bids,
* The clarification of Bids,
* The conduct and content of negotiations,
* Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by the contracting entity in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to the contracting entity, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

1. **CORRUPT PRACTICES**

the contracting entity has zero tolerance for corruption. The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by the contracting entity as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by the contracting entity, including tendering, award or execution of core serves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate the contracting entity policy with regards to Anti- Corruption to Third Parties. The Bidder, furthermore, agrees to inform the contracting entity immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific the contracting entity country operations

1. **CONFLICT OF INTEREST**

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of the contracting entity and the Bidder’s interests during the procurement process.

1. **WITHDRAWAL/MODIFICATION OF BIDS**

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the contracting entity suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

1. **LATE BIDS**

All Bids received after the ITB closure could be rejected.

1. **OPENING OF THE ITB**

The Tender Opening will take place at the time and location stated by the contracting entity.

Any attempt by a Bidder 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 the contracting entity in its decision concerning the award of the contract will result in the immediate rejection of the tender.

1. **CONDITIONS OF CONTRACT**

All Bidders shall acknowledge that the contracting entity General Conditions, or the Special Conditions of Contract, as applicable, are acceptable.

1. **CANCELLATION OF THE ITB** :

The ITB may be canceled in the following situations:

-where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;

-the economic or technical parameters of the project have been fundamentally altered;

- Exceptional circumstances or force majeure renders normal performance of the project impossible;

- All technically compliant Bids exceed the financial resources available; or there have been irregularities in the procedure, where these have prevented fair competition.

the contracting entity shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if the contracting entity has been advised of the possibility of damages. The publication of a procurement notice does not commit the contracting entity to implement the program or project announced.

Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. the contracting entity will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

## Safety and security Minimum Standards

**General**

* The Contractor is responsible for security of his personnel, equipment and machinery, as well as for the security of beneficiaries and general site security.
* The buyer cannot be held responsible for any damage incurred by injury, damage or loss.
* The buyer will undertake regular supervision visits on the site, and any breach by the Contractor of these Safety and Security Standards may lead to contract termination.
* Alcohol, drugs and weapons are forbidden on site.
* Workers under the influence of alcohol or drugs shall not be admitted on site.

**Personal Protection Equipment:**

* The Contractor will ensure appropriate safety equipment is permanently available on the construction site, as necessary depending on the works implemented and associated risks (first aid kit, ropes, harnesses…)
* The Contractor will also provide each worker with minimum personal protection equipment as necessary: a helmet, a pair of protective boots and a pair of gloves.
  + For welding activities, goggles will have to be provided.
  + The Contractor shall encourage employees to wear substantial work gloves whenever practical and safe to do so.
* The contractor is responsible for having the workers wear the protective equipment.

**Site Safety:**

The Contractor will ensure that at any time, including after working hours the site safety:

* No dangerous installations shall be left accessible.
* The Contactor will guarantee the full-time presence during working hours of one experienced and qualified worker on site in charge of the operations and site safety.
* The Contractor is responsible for all his equipment even outside of working hours. Therefore, no equipment should be left unprotected on site (tools, electrical tools…).

**Electrical work**

* All temporary electrical installations, tools and equipment shall comply with current regulations dealing with on-site electrical installations.
* All the electrical cables used by the contractor must be insulated.
* No electrical installation should be left unfinished/accessible outside of working hours.
* At all times during intervention on the electrical network, the electricity should be cut.
* Specific attention should be given to avoid connection with steel elements (doors, zinc roof).
* Specific attention to water will be born around electrical work.

**Elevated work**

* The contractor shall provide all personnel, while working at an elevated position, with adequate protection from falls.

**Work at night**

* Work at night has to be allowed by the buyer representative and the beneficiaries beforehand and is only possible in emergency situations. In those cases, proper lighting must be provided.

**Environment & Waste management**

* The Contractor shall maintain the site used and occupied for performance of the works in a clean, tidy and rubbish-free condition at all times.
* All products from demolition and removal should be moved to legal sanitary landfill or dumpsite.

**Accident reporting**

* The Contractor shall report all accidents and dangerous occurrences to the representative immediately.