ACT OF COMMITMENT

**ARTICLE 1-**Subject of the International Call for Tender and the Commitment Act

This act of commitment corresponds to the basic offer for the referenced International Call for Tenders **AOI 1/25,**launched by the Central Purchasing Office for Essential Medicines and Medical Equipment of Madagascar "SALAMA", for the supply of Essential medicines, medical consumables and dental products, hemodialysis consumables and anti-cancer products and new products.

**ARTICLE 2 -Commitment**

I, the undersigned (Name, first name)

acting as (quality)

in the name and on behalf of (power of attorney to be attached)

whose head office is at (business address)

and electing my domicile at (personal address)

After having taken note of the Mission of SALAMA as a non-profit Association, "to supply public health facilities and non-profit organizations with generic Essential Medicines and medical consumables appearing on the latest National List published by the Ministry of Public Health"

After having read the Administrative and Technical Clauses of this International Call for Tender AOI 1/25,

After having personally informed myself, and having assessed from my point of view, and under my entire responsibility, the nature and difficulty of the Supplies to be carried out,

I submit and undertake to deliver the Supplies listed on the summary submission form, in accordance with the conditions set out in the International Call for Tender documents, all of the parts of which I have signed and accepted without reservation, for the total price DDP SALAMA ANTANANARIVO MADAGASCAR INCLUDING non-revisable VAT of:

Resulting from the unit prices, which I established myself, applied to the quantities indicated in the schedule of quantities and unit prices of the International Call for Tender documents.

**ARTICLE 3– Unit price**

The unit prices of the quantity schedule and unit prices of this Contract are understood to be DDP SALAMA ANTANANARIVO MADAGASCAR including the various taxes if any.

**ARTICLE 4 –Registration of pharmaceutical products with the Madagascar Medicines Agency (AMM)**

I undertake to ensure that all pharmaceutical products allocated are registered with the Madagascar Medicines Agency, and to send SALAMA all documents with a view to obtaining marketing authorization within the allotted time.

**ARTICLE 5 -Time limit**

I further undertake to deliver within the time limits as indicated in the financial offer the supplies of the items which will be awarded to me under this Contract within the time limits indicated by me in the schedule of quantities and unit prices. I have taken due note of the penalties for delay provided for in the special clauses.

**ARTICLE 6 – Regulations**

I accept the following payment methods**:**

* Payment method: By check for local suppliers and by bank transfer for foreigners
* Payment terms:
* 100% within 60 days from the date of receipt of the goods against a performance bond equal to 10% of the contract amount (if applicable).

Or, for contracts with a total amount greater than USD 26,000 or EUR 20,000 or MGA 90,000,000:

* 30% in advance against an equivalent bank guarantee and a performance bond equal to 10% of the contract amount,
* 70% within 60 days from the date of receipt of goods

Payments of the amounts due under this Contract will be made on

account no.

open with

has

in the name of

**Original RIB to be inserted**

**ARTICLE 7 – Declaration of activity**

I declare that I have been carrying out, in accordance with the regulations and professional practices in force in the country where my company's headquarters are established, the activity of manufacturing and trading in medicines and/or medical consumables and/or medical equipment and/or laboratory reagents since ………………… Years (in words).

**ARTICLE 8 – Regular declaration of situation**

I affirm, under penalty of automatic termination due to the exclusive fault of

for which I am intervening, that it does not fall under the scope of legal prohibitions issued either in Madagascar or in the State where its headquarters are established.

**ARTICLE 9 – Validity period of the offer**

This commitment binds me for the period of validity of the offers indicated in the Special Data of the International Call for Tender DPAOI 8 of the International Call for Tender file, i.e. until 12/31/25 and for all awards before this date.

**ARTICLE 10- Conformity of products**

I undertake to supply the product under the contract in strict compliance with the specifications validated by SALAMA.

**ARTICLE 11- Performance bond**

I undertake to provide a performance bond for any contract whose total amount exceeds 1500 USD or 1200 EUR for foreign suppliers.

Or the equivalent in local currency MGA for local suppliers (Exchange rate on the date of order allocation)

**ARTICLE 12- Environmental and social commitment**

I undertake to respect and ensure that all of my subcontractors respect the environmental and social standards recognized by the international community in terms of environmental protection and labor law, including the fundamental conventions of the International Labor Organization (ILO) and international conventions on the environment, in accordance with the laws and regulations applicable to the [country where the Project is carried out].

I also undertake to implement environmental and social risk mitigation measures as defined in the environmental and social management plan or, where applicable, in the environmental and social impact statement provided by SALAMA.

|  |  |
| --- | --- |
| Do |  |
| HAS ..........................................  THE ..........................................  Duly authorized to sign an offer for and on behalf of…………………… |  |

(signature and stamp)

(Names and title)