



## CONDITIONS FOR TENDERING

### 1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) Award Criteria - the award criteria set out in the Invitation to Tender.
- (b) Bidder - a person or organisation who bids for the tender.
- (c) Conditions - the conditions set out in this Tender document.
- (d) Cover Letter - the cover letter attached to the Tender Information Pack.
- (e) Goods and/or Services - everything purchased by AIC HEALTH MINISTRIES under the contract.
- (f) Invitation to Tender - the Tender Information, these Conditions, AIC Health Ministries Terms and Conditions of Purchase, AIC Health Ministries Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
  
- (h) Specification - any specification for the Goods and/or Services, including any related plans and drawings, supplied by AIC HEALTH MINISTRIES to the Supplier, or specifically produced by the Supplier for AIC HEALTH MINISTRIES, in connection with the tender.
- (i) Supplier - the party which provides Goods and/or Services to AIC HEALTH MINISTRIES.

### 2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to AIC Health Ministries Terms and Conditions of Purchase (attached to these Conditions

Late tenders

Tenders received after the Closing Date will not be considered, unless there are in AIC Health Ministries sole discretion exceptional circumstances, which have caused the delay.

### 3. Correspondence

All communications from Bidders to AIC HEALTH MINISTRIES relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by AIC HEALTH MINISTRIES to all Bidders to ensure fairness in the process.

### 4. Acceptance of tenders

AIC HEALTH MINISTRIES may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that AIC HEALTH MINISTRIES so wishes. AIC HEALTH MINISTRIES is under no obligation to accept the lowest or any tender.

### 5. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve AIC Health Ministries Specification) these may, at AIC Health Ministries discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. AIC HEALTH MINISTRIES is under no obligation to accept Alternative Offers.

### 6. Prices

Tendered prices shall be in Kenya Shilling and must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable). Prices quoted by the bidders shall remain fixed during the bid's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### 7. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

### 8. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to AIC Health Ministries employees, servants, officers, partners or its business or affairs (the "Confidential Information") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by AIC HEALTH MINISTRIES by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without AIC Health Ministries prior written consent, for any purpose except that of tendering for business from AIC HEALTH MINISTRIES;
- not disclose the Confidential Information to third parties without AIC Health Ministries prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to AIC HEALTH MINISTRIES;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify AIC HEALTH MINISTRIES immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

## 9. Award Procedure

AIC Health Ministries Tender Review Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

## 10. Information and Record Keeping

AIC HEALTH MINISTRIES shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which AIC HEALTH MINISTRIES receives the request.

## 11. Supplier code of Ethics

All Bidders are required to comply fully with AIC Health Ministries Supplier code of Ethics (attached to these Conditions).

## 12. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is 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;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

### 13. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of AIC HEALTH MINISTRIES which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between AIC HEALTH MINISTRIES, and any other AIC Health Ministries entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than AIC HEALTH MINISTRIES the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

### 14. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either AIC HEALTH MINISTRIES or any other AIC Health Ministries entity if so required.

**15. Language of Tender**

The bids prepared by the bidder, as well as all correspondence and documents relating to the tender exchange by the bidder and AIC HEALTH MINISTRIES, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.