

## Terms of Tendering

### 1 Tender Documents

1.1 These are the conditions of tendering for any services for ActionAid. If you submit a tender to ActionAid, you will be deemed to have accepted these terms.

1.2 You are expected to examine all the tender documents, which indicate what information must be provided. Incomplete bids may be rejected.

1.3 All material issued in connection with the invitation to tender remains the property of ActionAid and is to be used solely for the purpose of bidding. It must not be copied or seen by unauthorised persons and must be returned to ActionAid whether or not a bid is submitted.

1.4 For the avoidance of doubt, the word 'tender' should be understood to include any response to a request for quotation, proposal, tender, or other bid to provide services or goods to ActionAid.

### 2. Amendment to Tender Documents

2.1 At any time prior to the deadline for the receipt of bids, ActionAid may modify the tender documents by amendment.

2.2 Any such amendment will be notified in writing by letter or fax to all prospective bidders who should confirm that the amendments have been received in their tender submission.

2.3 In order to give you reasonable time in which to take the amendment into account in preparing your bid, ActionAid may, at its discretion, extend the deadline for the receipt of tenders.

### 3. Cost of Tendering

3.1 ActionAid does not bear any costs associated with the preparation and submission of tenders and any further costs incurred prior to award of contract unless stated otherwise in the Specification.

### 4. Language of Tender

4.1 The tender, correspondence and documents relating to the tender and exchanged by you and ActionAid shall be written in English. Any printed literature furnished by you may be written in another language, provided that its relevant passages are accompanied by an English translation. In such cases, for the purpose of interpreting the tender, the English translation shall govern.

### 5 New Supplier Pre-Qualification Questionnaire

5.1 For all tenders, bidders complete a New Supplier Pre-Qualification Questionnaire. If a bidder has supplied this information before then the questionnaire need not be completed however the bidder must ensure that details on the previous submission remain valid and provide amendments ActionAid of any changes with this submission.

### 6. Tender submission

6.1 You should complete all sections of any tender response document provided, in accordance with any instructions given.

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**6.2** If you require any clarification about any part of the tender documents, this should be made in writing to the tender point of contact.

### **7. Bid Currency**

**7.1** Prices shall be quoted in sterling

**7.2** The price of goods and services shall be fixed for the duration of the contract and not subject to any variation unless such is called for in the tender documents. A tender submitted with a price variation clause will be treated as failing to meet tender conditions and will be rejected.

**7.3** You must disclose any sum included in your bid for the use of inventions, designs or processes whether made under licence or similar agreement or otherwise. The name(s) of the person(s) to whom payment would be made must be given, with particulars of any pattern or registered design that may be involved.

### **8. Confidentiality**

**8.1** You must not disclose your tender prices, or even an approximation, prior to the deadline for receipt of the tenders except in confidence to an insurance company or broker requiring such in connection with the bid.

**8.2** You must not try to obtain any information about competitors' tenders or proposed tenders nor make any arrangement with anyone else about whether or not they should bid.

**8.3** You must not disclose any information provided by ActionAid as part of the tender process to any 3<sup>rd</sup> parties and should take all reasonable steps that ActionAid commercial and intellectual property is safeguarded.

### **9. Conflict of Interest**

**9.1** Bidders, for all services where a conflict of interest may exist or arise, must inform ActionAid and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the execution of the service.

### **10. Contact between ActionAid and the bidder – pre close of tender**

**10.1** All communication pre the close of tender must be in writing addressed to the tender point of contact. Discussions will be limited to clarification of the specification and tender process. Any response from ActionAid will be shared with other bidders.

### **11. Documents and Samples Establishing Eligibility of Goods and Conformity to Tender Documents**

**11.1 Where applicable:** You must provide documentary evidence that goods conform to the tender documents, which may be in the form of literature, drawings and data comprising but not limited to:

- a detailed description of the goods and, where appropriate, essential technical and performance characteristics;

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- a list giving particulars, including available sources and current prices, of all spare parts and special tools necessary for the proper and continuing functioning of the goods for a period of 5 years from being brought into use by ActionAid (where applicable);
- a clause-by-clause commentary on ActionAid's technical specification, where provided, demonstrating that the goods offered are substantially responsive to those specifications or a statement of deviation and exceptions to the technical specifications.

**11.2** You should note that, unless otherwise stated, the standards of workmanship, material and equipment and any reference to brand names, model or catalogue numbers included in ActionAid technical specification are intended to be descriptive only and not restrictive. You may substitute alternative standards, brands or models providing that it can be demonstrated to the satisfaction of ActionAid that the substitutions are substantially equivalent in performance terms.

**11.3** Where it is indicated that samples of the material or articles or of a component may be required after the opening of bids, you must be prepared to submit samples without charge. Failure to comply within 7 days of the date of demand may prejudice consideration of your bid. Every sample should be clearly labelled with:

- ActionAid Contract number;
- your name and address;
- description and item number as listed on the Price and Delivery Schedule.

## 12. Period of Validity of Tenders

**12.1** Tenders shall remain valid for the period specified in the instructions to bidders issued as part of the tender documents. A tender valid for a shorter period may be rejected by ActionAid as failing to meet the tendering conditions.

**12.2** In exceptional circumstances, ActionAid may seek your consent to extend the validity period. You may refuse such a request without penalty. If you grant the request you will not be permitted to modify your bid.

## 13. Formal Signing of Tender

**13.1** Tenders must be signed by your authorised representative.

## 14. Submission of Tenders

**14.1** You should follow any instructions provided for the submission of your tender; including with respect to mode of delivery, addressee details, and number of copies.

**14.2** ActionAid does not accept responsibility for the premature opening (and therefore rejection) or mishandling of envelopes not sealed or not correctly marked.

## 15. Deadline for Receipt of Tenders

**15.1** The Tenders must be received by ActionAid at the address indicated in the Instructions to bidders and no later than the time and date given for the tender return deadline.

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**15.2** ActionAid may extend the deadline for receipt of tenders by amending the tender documents .

### **16. Late Tenders**

**16.1** Late tenders may only be accepted when there is clear evidence of posting in time to arrive by the opening date and time, or as otherwise specified in the instructions to bidders.

### **17. Modification and Withdrawal of Tenders**

**17.1** You may modify your tender prior to the deadline for receipt by giving notice in writing to the tender point of contact.  
Contract contact.

**17.2** No tender may be modified subsequent to the deadline for the receipt of tenders.

**17.3** You may withdraw your tender at any time prior to accepting the offer of contract, by sending a withdrawal notice in writing to the tender point of contact.

### **18. Opening of Tenders by ActionAid**

**18.1** ActionAid will open and record the bids in accordance with its internal procedures.

### **19. Preliminary Examination of Tenders**

**19.1** ActionAid will examine the tenders for completeness and signature and may seek clarification where deemed necessary.

**19.2** Arithmetical errors will be rectified. If there is a discrepancy between words and figures the amount in words will prevail.

**19.3** Prior to detailed evaluation, ActionAid will determine whether the tender substantially fulfils the conditions in the tender documents.

**19.4** A tender determined as not substantially fulfilling the conditions in the tender documents will be rejected by ActionAid and may not subsequently be changed.

**19.5** ActionAid may waive any minor non-conformity or irregularity which does not constitute a material deviation.

**19.6** After the tenders have been received and examined, bidders of consultancy services may be invited to attend a selection interview by the contract contact which senior members of the proposed project team should attend.

### **20. Evaluation and comparison of tenders**

**20.1** ActionAid will award the contract to the bidder whose tender has been determined as substantially fulfilling the conditions and representing the best overall value for money.

**20.2** ActionAid will evaluate and compare the tenders previously determined as substantially fulfilling the conditions.

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### **23. Contact between ActionAid and the bidder – post close of tender**

**23.1** ActionAid reserves the right to undertake post-tender negotiations prior to the offer of contract.

### **24. ActionAid's Right to Vary Quantity at Time of Award**

**24.1** ActionAid reserves the right, at the time of the award of contract, to increase or decrease the quantity of goods and/or services as required by ActionAid.

### **25. ActionAid's Right to Reject any or all Tenders**

**25.1** ActionAid reserves the right to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability to the affected bidders.

### **26. Offer and Acceptance of Contract**

**26.1** Prior to the expiry of the tender validity period, ActionAid will send to the successful bidder a letter of acceptance of tender and copies of the contract documentation.

**26.2** At the same time ActionAid will notify each unsuccessful bidder.

### **27. Debriefing**

**27.1** All unsuccessful bidders will be offered the opportunity to be given a debriefing. ActionAid may make available to bidders the main criteria for the evaluation, the score of the unsuccessful bidder and that of the successful bidder.