

## **TERMS AND CONDITIONS OF BIDDING**

### **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) **Potential supplier** - a person or organization who bids for the tender.
- (c) **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- (e) **Goods and/or Services** - everything purchased by MAG under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, MAG's Terms and Conditions of Purchase, MAG's Child Safeguarding Policy, MAG's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **MAG** - Mines Advisory Group International , MAG is registered as a charitable company in the UK (Company no: 4016409 ) (Charity no: 1083008) • Registered office: Suite 3A, South Central, 11 Peter Street, Manchester, M2 5QR, United Kingdom
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by MAG to the Supplier, or specifically produced by the Supplier for MAG, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to MAG.

### **1. The Contract**

The contract awarded shall be for the supply of goods and/or services, subject to MAG's Terms and Conditions of Purchase (attached to these Conditions).

### **2. Late tenders**

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

### **3. Correspondence**

All communications from Potential suppliers to MAG relating to the tender must be in writing and addressed to the person identified in this Invitation to Tender. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by MAG to all Potential suppliers to ensure fairness in the process.

### **4. Acceptance of tenders**

MAG may, unless the Potential supplier expressly stipulates to the contrary in the tender, accept whatever part of a tender that MAG so wishes. MAG is under no obligation to accept the lowest or any tender.

## **5. Alternative offer**

If the Potential supplier wishes to propose modifications to the tender (which may provide a better way to achieve MAG's Specification) these may, at MAG's discretion, be considered as an Alternative Offer. The Potential supplier must make any Alternative Offer in a separate letter to accompany the Tender. MAG is under no obligation to accept Alternative Offers.

## **6. Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

## **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**

Potential suppliers must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to MAG's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Potential suppliers shall:

- recognize the confidential nature of the Confidential Information;
- respect the confidence placed in the Potential supplier by MAG by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without MAG's prior written consent, for any purpose except that of tendering for business from MAG;
- not disclose the Confidential Information to third parties without MAG's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to MAG;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify MAG 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**

MAG's Procurement Committee will review the Potential suppliers 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**

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

## **11. Anti-Bribery and Corruption**

All Potential suppliers are required to comply fully with MAG's Anti-Bribery and Corruption Policy (attached to these Conditions).

## **12. Child Protection**

All Potential suppliers are required to comply fully with MAG's Child Safeguarding Policy (attached to these Conditions).

## **13. Human Trafficking and Modern Slavery**

All Potential suppliers are required to comply fully with MAG's Human Trafficking and Modern Slavery Policy (attached to these Conditions).

## **14. Exclusion Criteria**

Any Potential supplier 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 organization, any money laundering offence, any offence concerning professional conduct, breaches of applicable labor law or labor 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 Potential supplier operates.

Any Potential supplier 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.

## **15. Conflict of Interest / Non Collusion**

Any Potential supplier 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 MAG which may affect the outcome of the selection process. If there are such connections the Potential supplier is required to disclose them.
- Whether or not there are any existing contacts between MAG, and any other Mines Advisory Group 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 MAG 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.

## **16. Assignment and novation**

All Potential suppliers are required to confirm that they will if required be willing to enter into a contract on similar terms with either MAG or any other Mines Advisory Group entity if so required.