



## DECLARATION OF SUPPLIERS

We \_\_\_\_\_ [company name] \_\_\_\_\_ herewith declare that

- a) We do respect basic social rights and working conditions based on international labour standards and condemn the exploitation of child labour;
- b) We are not bankrupt or being wound up, are not having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, and are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) We have not been convicted of an offence concerning our professional conduct by a judgment which has the force of res judicata;
- d) We have not been guilty of grave professional misconduct;
- e) We have fulfilled all obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with Kenya or those of the country where the contract is to be performed;
- f) We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to AIC Health Ministries' financial interests;
- g) Following another procurement procedure carried out by AIC Health Ministries or another contracting authority, we have not been declared to be in serious breach of contract for failure to comply with our contractual obligations;
- h) We are not subject to a conflict of interest with regard to this tender. We declare that the price on the bid attached is a market competitive offer from my organization, and we are submitting to this procurement process without any conflict of interest, or the provision / receipt of any commission, gift, bribe, gratuity or remuneration of any kind.
- i) We are not guilty of misrepresentation in supplying the information required by AIC Health Ministries as a condition of participation in the contract procedure.
- j) We do not perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to knowingly mislead AIC HEALTH MINISTRIES and/or any other party to obtain a financial or other benefit or to avoid any obligation ("Fraudulent Practice");
- k) We do not offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to

- improperly influence the actions of AIC HEALTH MINISTRIES and/or any other party (“Corrupt Practice”);
- l) We do not enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of AIC HEALTH MINISTRIES and/or any other party or engaging in price fixing (“Collusive Practice”, and together with “Fraudulent Practices and Corrupt Practices”, “Prohibited Practices”).
  - m) We do not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, whether in cash or in kind, directly or indirectly.
  - n) We verify that no support or resources are provided to individuals or entities associated with terrorism as designated on the „Consolidated list of persons, groups and entities subject to EU financial sanctions” maintained by the European Commission or by any other similar sanction list of individuals and entities that may be established by the United Nations Security Council or the United States of America.
  - o) We do not engage in acts that directly support or advance trafficking in persons, including the following acts:
    - i Destroying, concealing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents;
    - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country to the country from which the employee was recruited upon the end of employment if requested by the employee.
    - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment.
  - p) We do respect applicable law relating to anti-money laundering in the execution of our contracts.

**General statements:**

- 1.1 The contractor shall communicate these fundamentals of AIC HEALTH MINISTRIES’s Policy to its management, employees, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in prohibited practices.
- 1.2 The contractor shall immediately disclose to AIC HEALTH MINISTRIES any actual, apparent, potential or attempted prohibited practice that the contractor becomes aware of. To that end, the contractor shall fully cooperate, and shall take all reasonable steps to ensure that its management, employees, subcontractors and agents fully cooperate with any investigation of prohibited practices by AIC HEALTH MINISTRIES, including by complying with all

reasonable requests from AIC HEALTH MINISTRIES to gain access to and inspect any records, documents and other relevant information.

- 1.3 AIC HEALTH MINISTRIES is committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into a contract with AIC HEALTH MINISTRIES, the contractor undertakes to ensure that its personnel, agents and subcontractors conform to the highest standards of moral and ethical conduct.

The contractor expressly acknowledges and agrees that:

- a) Any breach of this policy by the contractor or by any of its management, employees, subcontractors or agents constitutes a material breach of the contracts, which entitles AIC HEALTH MINISTRIES to immediately terminate a contract without incurring any liability to the contractor; and
- b) In the event that AIC HEALTH MINISTRIES were to determine through an investigation or otherwise that a prohibited practice occurred, AIC HEALTH MINISTRIES shall have, in addition to its right to immediately terminate the contract, the rights to:
  - i. Apply and enforce the relevant sanctions in accordance with its internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and
  - ii. Recover all losses, financial or otherwise, suffered by AIC HEALTH MINISTRIES in connection with such prohibited practices.

\_\_\_\_\_  
Date & Signature

\_\_\_\_\_  
Name of company

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Name in printed letters

Stamp