Annex D – Terms and Conditions of Tendering

Annex D documents must be sent to bids.sd@medglobal.org and clearly indicate 43/SD-KRT/11/13/2026 Technical Offer in the subject line.

1. Submission of Bids

Bid Form

Bids must be submitted by e-mail to **bids.sd@medglobal.org** . Bids must be received before the indicated time and date as set forth in the cover page.

Bidders are solely responsible for ensuring that the full Bid is received by MG in accordance with the ITT requirements, prior to the specified date and time above. MG will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

2. Submission of Samples

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the MG Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITT number and the Bidder's name etc.

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts. Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods

Currency

The currency of the Bid should preferably be in USD. However, if other currencies are used, they should be clearly indicated (e.g., Euro, USD, JOD, etc.).

Language

The Bid Form, all correspondence and documents related to the ITT exchanged by the Bidder and MG must be in English.

Packaging

Packaging shall be of international shipping standards, strong quality, and suitable for shipment.

Origin, Quantities, Bids

The **country of origin** of the items bided for must be clearly stated. As far as possible Bids should be for the full MG quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e., a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

Presentation

Bids should be typewritten, if handwritten they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

Lots

If the ITT is divided into Lots, then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

Split Awards

MG reserves the right to split awards.

4. Correspondence

All communications from Bidders to MG relating to the tender must be in writing and addressed to the email identified in the Cover Letter. Questions submitted by any Bidder will be circulated by MG to all Bidders to ensure fairness in the process.

5. Prices

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

6. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of their offer for a limited period beyond the required minimum, this should be stated on the Bid Form. MG reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

7. Acceptance

MG reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is:

a) not clear;

b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or

c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITT Closure.

8. Award of Contracts

This ITT does not commit MG to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by MG. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of MG and the successful Bidder

MG may award contracts for part quantities or individual items. MG will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. MG reserves the right to cancel any ITT, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITTs.

9. Confidentiality

This ITT or any part hereof, and all copies hereof must be returned to MG upon request. It is understood that this ITT is confidential and proprietary to MG, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of MG, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITT.

10. Collusive Bidding and Anti-Competitive Conduct

Bidders and their employees, officers, advisers, agent, or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

» The preparation of submission of Bids,
» The clarification of Bids,
» The conduct and content of negotiations,
» Including final contract negotiations,

in respect of this ITT or procurement process, or any other procurement process being conducted by MG in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to MG, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

11. Improper Assistance

Bids that, in the sole opinion of MG, have been compiled:

- With the assistance of current or former employees of MG, or current or former contractors of MG in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal MG information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to MG, or
- Contrary to these terms and conditions for submission of a Bid,

shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from MG, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the six (6) months immediately preceding the date of issue of this ITT was an official, agent, servant, or employee of, or otherwise engaged by, MG and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITT relates.

12. Corrupt Practices

All MG Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

13. Conflict of Interest

A Bidder must not, and must ensure that its employees, officers, advisers, agents, or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential, or perceived conflict of interest between the interests of MG and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any MG contract a conflict of interest arises, or appears likely to arise, the Bidder must notify MG immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of MG, or cases in which any MG official, employee or person under contract with MG may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as MG may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of MG.

14. Withdrawal/Modification of Bids

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, MG shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, MG shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the MG supplier's database.

A Bidder may modify its Bid prior to the ITT closure. Any such modification shall be submitted by email and/or in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITT closure.

15. Late Bids

All Bids received after the ITT closure will be rejected except if the delay is determined by MG to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

16. Opening of the ITT

The ITT will be opened by the MG Tender Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as MG may consider appropriate will be announced.

After the opening of the ITT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Tender Evaluation Committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence MG in its decision concerning the award of the contract will result in the immediate rejection of the tender.

17. Evaluation of Bids

Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the ITT. A Bid is deemed to comply if it satisfies all the conditions, procedures, and specifications in the ITT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

Technical Evaluation

The Tender Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning both the task to be carried out under the ITT, and the professional ability of the Bidder.

Financial Evaluation

The Tender Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with

international norms, delay for delivery and other criteria, as defined in the ITT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

18. General Conditions of Contract

All Bidders must acknowledge that the MG General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

19. Cancellation of the ITT

In the event of ITT cancellation, Bidders will be notified by MG. If the ITT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITT may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will MG be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITT, even if MG has been advised of the possibility of damages. The publication of a procurement notice does not commit MG to implement the program or project announced.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp