FIDH INTERNATIONAL FEDERATION FOR HUMAN RIGHTS

ANNEX A

Acknowledgement of Tender Receipt and Contract Award Certificate

This annex must be signed and submitted together with the tender offer.

In accordance with the Instructions and Conditions of Tender (Annex B) and the General Conditions of Contract for the Procurement of Services (Annex C), we, the undersigned, hereby offer to supply all or part of the items proposed at the prices stated in the attached FIDH Tender Form (Annex C), delivered to the destination specified therein.

We accept the terms and conditions set forth in the Instructions and Conditions of Tender (Annex B), and acknowledge and agree to the following requirements:

- Unless otherwise specified, bids for each item shall be made on a DAP (Incoterms 2022) basis.
- Transportation costs, if separate from the unit price, must be clearly indicated along with the Incoterm 2022 used, which will serve as the delivery basis for any contract resulting from this call for tenders.
- We confirm that any offer where the delivery destination differs from that requested in the tender may be disregarded by FIDH.
- Conditional offers will not be accepted.
- The preferred tender currency is Euros (€).
- Please indicate any discount offered to FIDH (see Tender Instructions, Section 3 – Proposed Prices).

FIDH reserves the right, at its sole discretion:
- To award a contract for a quantity lower or higher than the total quantity tendered;
- To reject one or more tenders and/or to conclude a contract with a bidder other than the lowest bidder (see Tender Instructions, Section 6).

Successful bidders awarded contracts will be notified by receipt of the original purchase order/contract and acknowledgment form. In urgent cases, selected bidders may also be notified by fax or email.

Any sample requested, whether submitted with the offer or at a later date, must conform to the specifications of the required items. Failure to comply may result in the tender being disregarded.

We confirm that the validity period of this offer is ____ calendar days from the tender closing date.

We accept the terms and conditions set forth in the FIDH General Terms of Reference for Service Procurement (Annex D).

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ANNEX A

We certify that the company named below has not engaged in any corrupt, fraudulent, collusive, or coercive practices in the competition for or execution of any contract.

We further agree to comply with the DRC Code of Ethics attached as Annex E.

We also certify that the company named below:
- Is not bankrupt, in liquidation, or under court administration; has not entered into a preventive composition, suspended its activities, or is not subject to proceedings of a similar nature under applicable national laws;
- Has not been convicted of an offence concerning professional conduct by a final judgment;
- Has not been guilty of grave professional misconduct proven by any means;
- Has fulfilled its obligations related to the payment of social security contributions or taxes in accordance with the laws of the country of establishment or of Denmark or the country where the contract is to be performed;
- Has not been the subject of a final judgment for fraud, corruption, participation in a criminal organization, or any other illegal activity detrimental to the financial interests of the European Communities;
- Has not been declared, following another procurement procedure or grant funded by the European Community budget, to be in serious breach of contract for failing to comply with its contractual obligations.

For EU-funded contracts only: Our company (and our subcontractors) has/have the following nationality:

We submit this tender in our own name and/or as a partner of the consortium led by ----------[insert Leader's name] for this call for tenders. We confirm that we are not submitting a bid for the same contract in any other form. As a consortium partner, we confirm that all partners are jointly and severally liable under the law for contract performance, that the Lead Partner is authorized to bind each member and receive instructions on their behalf, and that contract execution, including payments, shall be the responsibility of the Lead Partner. All partners in the joint venture/consortium shall remain in the consortium for the full duration of the contract.

We confirm that we are not in any of the exclusion situations listed in the Tender Instructions and Conditions (Annex B). If our bid is successful, we undertake to provide the usual evidence under the laws of our country of establishment demonstrating that we are not in any of the exclusion situations listed. The date of the evidence provided shall not be earlier than 180 days before the tender submission deadline, and we will also provide a sworn statement confirming that our situation has not changed since the evidence was issued.

We understand that if we fail to provide such evidence within 15 calendar days following the receipt of the award notification, or if any information provided proves to be false, the award shall be considered null and void.

We will immediately inform FIDH of any change in the above circumstances at any stage of contract performance. We also fully acknowledge and accept that any deliberately false or incomplete information provided may result in our exclusion from this and other donor-funded contracts.

We note that FIDH is under no obligation to proceed with this tender and reserves the right to award only part of the contract. FIDH shall incur no liability towards us in doing so.

We hereby accept the above terms and conditions.

Submitted by:

Company Name:

Place:

Date:

Title/Position:

Name (in block letters):

Signature
Duly Authorized Company Representative

Company Stamp: