

ANNEX B

INSTRUCTIONS AND CONDITIONS FOR THE INVITATION TO TENDER

FIDH will receive and review bids in response to official invitations to tender.
Subject to the detailed instructions and conditions set out below.

1. Submission of Bids

Submission Form

Bids must be submitted in electronic form (Annex C) and other relevant annexes,
addressed and sent to the email indicated in Annex F (Checklist for Bidders):

Invitation to Tender No. FIDH AO-SITE 2026

President of the Bid Opening Committee

The closing date and time for bids are as follows:

08/07/2026, at Noon, Paris time

Bids must be received before the time and date indicated above.

Bidders who submit bids by mail or courier do so at their own risk and FIDH assumes no
responsibility for the receipt of such bids.

Bidders are solely responsible for ensuring that FIDH receives the complete bid in
accordance with the requirements of this ITT before the specified date and time. FIDH will
only consider parts of bids received before the specified closing date and time, and any bid
received after that time will not be considered.

2. Completing the Submission Form

Proposed Prices

Discount offers other than for prompt payment will be taken into account when awarding
contracts.

Bidders must indicate if the proposed prices are not DAP (Incoterms 2022).

Where transport costs are indicated, they must be carried out by a mode compatible with
the temperature requirements of the goods.

Currency

The bid currency will preferably be the Euro (€). However, if other currencies are used, they
must be clearly indicated, e.g. US dollar, pound sterling.

Language

The Bid Form, all correspondence and all documents relating to the ITT exchanged between the Bidder and FIDH must be written in French.

Packaging

Packaging must comply with international shipping standards, be of good quality and suitable for shipment.

Origin, Quantities, Submissions

The country of origin of the items being offered must be clearly indicated. Where possible, bids should cover the total quantity required by FIDH. Bids covering only some of the items listed on the bid form may be submitted.

The bid form must be completed in all other respects when bids for particular items are not submitted. This must be clearly indicated on the bid form, for example by drawing a line through items not being bid on. Explanations that may be deemed necessary must be clearly stated and will be considered as an integral part of the bid.

Presentation

Bids must be typed; if handwritten, they must be clearly legible. Prices written in pencil will not be considered. All deletions, amendments or alterations must be initialled by the signatory of the bid. Do not submit blank pages of the bid form and/or annexes that are not required for your bid. A copy of the duly completed bid form must be retained by the bidder for archiving purposes. All documents must be written in French. All bids must be signed by a duly authorised representative of the bidder.

Lots

If the invitation to tender is divided into lots, the bidder may bid for one or all lots. Each lot will constitute a separate contract and the quantities indicated for the different lots will be indivisible. The Bidder must offer the entire quantity or quantities indicated for each Lot. Bids covering part of a lot will not be considered.

If the Bidder is awarded more than one lot, a single contract may be concluded for all such lots.

If items have not been divided into lots, bids must cover all of the quantities indicated.

Split Awards

FIDH reserves the right to split contract awards.

4. Validity Period

Bids will be valid for at least the minimum number of days specified in the ITT from the closing date of the invitation to tender. If a bidder is able to extend the validity of their bid for a limited period beyond the required minimum, they must indicate this on the bid form. FIDH reserves the right to determine, at its sole discretion, the validity period of bids that do not specify such a maximum or minimum limit.

5. Acceptance

FIDH reserves the right, at its sole discretion, to consider as invalid or unacceptable any bid that: a) is not clear; b) is incomplete in an important detail such as specification, delivery conditions, quantity, etc.; or c) is not presented on the bid form — and to accept or reject any amendment, withdrawal and/or additional information submitted after the closing date and time of the invitation to tender.

6. Award of Contracts

This invitation to tender does not commit FIDH to awarding a contract or to paying costs incurred in the preparation or submission of bids, or costs incurred in carrying out the studies necessary for their preparation, nor to acquiring or contracting for services or goods. Any bid submitted will be considered as an offer made by the bidder and not as the bidder's acceptance of an offer made by FIDH. No contractual relationship will exist except under a written contractual document signed by a duly authorised official of FIDH and the selected bidder.

FIDH may award contracts for partial quantities or individual items. FIDH will inform successful bidders of its decision regarding their bids as soon as possible after the opening of bids. FIDH reserves the right to cancel any invitation to tender, to reject one or all bids, in whole or in part, and to award any contract.

Suppliers who fail to comply with the contractual terms and conditions, including delivery of products different from and of different origin from those stipulated in their bid and in the cover contract, may be excluded from future tenders.

7. Confidentiality

This invitation to tender or any part thereof, as well as all copies thereof, must be returned to FIDH upon request. It is understood that this invitation to tender is confidential and proprietary to FIDH, that it contains privileged information, some of which may be protected by copyright, and that it is communicated and received by bidders on the condition that no part of this document, nor any information concerning it, may be copied, disclosed or provided to others without the prior written consent of FIDH, except that bidders may disclose specifications to potential subcontractors for the sole purpose of obtaining bids from them. Notwithstanding other provisions of the invitation to tender, bidders will be bound by the content of this paragraph, whether or not their company submits a bid or responds in any other way to this invitation to tender.

8. Collusive Tendering and Anti-Competitive Practices

Bidders and their employees, officers, advisors, agents or subcontractors must not engage in collusive tendering or other anti-competitive conduct or any other similar conduct, in connection with:

- » The preparation of bid submissions,
- » The clarification of bids,
- » The conduct and content of negotiations,
- » Including final contractual negotiations, with regard to this invitation to tender or the procurement process, or any other procurement process conducted by FIDH in connection with any of its needs.

For the purposes of this clause, collusive tendering, other anti-competitive behaviour or any other similar behaviour may include, but is not limited to, the disclosure, exchange or clarification with any other bidder, person or entity, of information (in any form), whether or not it constitutes commercially confidential information for FIDH, any other bidder, person or entity, with a view to altering the results of a solicitation exercise so as to obtain an outcome other than that which would have been obtained through a competitive process.

9. Improper Assistance

Bids which, in the sole opinion of FIDH, have been compiled:

- » With the assistance of current or former FIDH employees, or current or former FIDH contractors in breach of confidentiality obligations or using information not otherwise available to the general public or that would provide a non-competitive advantage,
- » Using confidential and/or internal FIDH information not made available to the public or other bidders,
- » In breach of a confidentiality obligation towards FIDH,

Bids contrary to these terms and conditions of submission will be excluded from further consideration.

Without limiting the application of the above clause, a bidder must not, without FIDH's prior written approval, allow any person to contribute to or participate in any process related to the preparation of a bid or the procurement process, if that person has been, at any time during the 6 months immediately preceding the date of issue of this invitation to tender, an official, agent, servant or employee of FIDH, or otherwise engaged by FIDH, and has been directly or indirectly involved in the planning or execution of the requirement, project or activity to which this invitation to tender relates.

10. Corrupt Practices

All FIDH bidders and suppliers must adhere to the highest ethical standards, both during the procurement process and throughout the execution of a contract.

The attention of all bidders is drawn to the FIDH Code of Ethics which will form an integral part of any contract award between FIDH and the bidder.

11. Conflict of Interest

A bidder must not, and must ensure that its employees, officers, advisors, agents or subcontractors do not, place themselves in a position that could give rise to, or does give rise to, an actual, potential or perceived conflict of interest between the interests of FIDH and the interests of the bidder during the procurement process.

If, at any stage of the procurement process or the execution of a FIDH contract, a conflict of interest arises, or appears likely to arise, the bidder must immediately notify FIDH in writing, setting out all relevant details of the situation, including cases where the interests of the bidder conflict with the interests of FIDH, or cases where an official, employee or person under contract with FIDH may have, or appear to have, an interest of any nature whatsoever in the affairs of the bidder or economic links of any nature whatsoever with the bidder. The bidder must take such measures as FIDH may reasonably require to resolve or otherwise address the conflict to FIDH's satisfaction.

12. Withdrawal/Amendment of Bids

Requests for withdrawal of a bid will not be honoured. If the selected bidder withdraws its bid, FIDH will duly record said bid and evaluate it alongside all other bids received. If the selected bidder has provided a bid security, FIDH will retain that bid security until the matter is resolved.

Withdrawal of a bid may result in your suspension or removal from the FIDH supplier list. A bidder may amend their bid before the closing of the invitation to tender. Any amendment must be submitted in writing and in a sealed envelope bearing the original bid number. No amendments will be permitted after the closing of the invitation to tender.

13. Late Bids

All bids received after the closing of the invitation to tender will be rejected, unless the delay is determined by FIDH to be due to a valid reason. However, any bid received after the start of the opening of envelopes will be rejected without exception.

14. Opening of the ITT

The invitation to tender will be opened in a private session after the closing date announced in the tender notice, by the FIDH bid opening committee.

At the opening of the invitation to tender, the names of the bidders, bid prices, written notices of amendment and withdrawal, the presence of the required bid security and any other information that FIDH may deem appropriate will be announced.

After the opening of the invitation to tender, no information concerning the examination, clarification, evaluation and comparison of bids, or recommendations concerning the award of the contract may be disclosed.

Any attempt by a bidder to influence the Evaluation Committee in the process of examining, clarifying, evaluating and comparing bids, to obtain information on the progress of the procedure, or to influence FIDH in its decision regarding the award of the contract, will result in the immediate rejection of the bid.

15. Evaluation of Bids

Administrative Compliance

Bids will be checked to determine whether they comply with the essential requirements of the invitation to tender. A bid is considered compliant if it meets all the conditions, procedures and specifications of the ITT without substantially deviating from or imposing restrictions thereon. If a bid does not comply with the ITT, it will be immediately rejected and cannot subsequently be made compliant by correcting or withdrawing the deviation or restriction.

Technical Evaluation

The Evaluation Committee will rule on the technical acceptability of each bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents attached to the bid concerning both the task to be performed under the invitation to tender and the professional capacity of the bidder.

Financial Evaluation

The Evaluation Committee will not necessarily select on the basis of the lowest price alone, but will award a contract based on criteria such as best value for money, price, quality and compliance with international standards, delivery time and other criteria, as defined in the invitation to tender. The bidder's experience in carrying out similar contracts may also constitute a selection criterion.

16. General Contract Conditions

All bidders must acknowledge that the FIDH General Conditions of Contract for the acquisition of goods, or services, or works, as applicable, are acceptable.

17. Cancellation of the ITT

In the event of cancellation of the invitation to tender, bidders will be informed by FIDH. The invitation to tender may be cancelled in the following situations:

- » Where no qualitatively or financially acceptable bid has been received or where there has been no response at all;
- » The economic or technical parameters of the project have been fundamentally changed;
- » Exceptional circumstances or force majeure make it impossible to carry out the project normally;
- » All technically compliant bids exceed the available financial resources;

- » There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall FIDH be liable for damages of any nature (including in particular damages for loss of profits) or for their relationship to the cancellation of an ITT, even if FIDH has been informed of the possibility of damages. The publication of a contract notice does not commit FIDH to implement the announced programme or project.

18. Queries Regarding This Invitation to Tender

For any questions about this invitation to tender, please contact the logistics department at the following email address: **achats@fidh.org**.

All questions regarding this invitation to tender must be submitted in writing to the above address. Please indicate the tender number in the subject line. **Bids must not be sent to the above email address.**