Annex C – Tender and Contract Award Acknowledge Certificate

Annex C documents must be sent to bids.sd@medglobal.org and clearly indicate 46/SD-KRT/11/17/2026Technical Offer in the subject line.

1. In compliance with the Instructions and Conditions for Invitation to Tender (Annex D), General Terms of Contract (Annex E), we the undersigned, offer to provide some or all of the items or services quoted for, at the prices entered in the attached MG Bid Form, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex D) and the following requirements have been noted and will be complied with where applicable:

a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this ITT.
b. We confirm that for any offer made where the delivery destination is not as requested in the ITT, that MG reserves the right to disregard the offer.
c. That conditional Bids cannot be accepted.
d. That the currency of the Bid should be preferably in US Dollars.
e. Show any discount being offered to MG (Annex B).
f. MG reserves the right, at its own discretion:
- To award a contract for a lesser or greater quantity than the total quantity Bid for.
- To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex D).

g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
h. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the ITT closure.
j. We agree to the terms and conditions set forth in the MG General Terms of Contract (Annex D)
k. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
l. We agree to abide by the MG Child Protection Policy and Reporting of Misconduct.

3. We further certify that the below signed company:

a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
c. Has not been guilty of grave professional misconduct proven by any means;
d. Has fulfilled its 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 it is established or those of the country where the contract is to be performed;

e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.

4. We are submitting this ITT Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex D). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform MG immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.

7. We note that MG is not bound to proceed with this ITT and that it reserves the right to award only part of the contract. It will incur no liability towards MG should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Company Stamp