

TENDER & PROCUREMENT TERMS MACABAMA GROUP LLC

Version 1.1 | Version Date: Nov. 16, 2025

These Tender & Procurement Terms (“Tender Terms”) apply exclusively to public bids (B2G) and public procurement: They override conflicting provisions in Terms & Conditions (www.Macabama.com/Terms.pdf). Except as otherwise provided herein, our **Terms & Conditions** are equally applicable to B2G, public bids and public procurement. Private B2B clients use our Terms & Conditions (see link above), only.

PREAMBLE – SCOPE & OVERRIDE

These Tender Terms apply exclusively to engagements via public or platform-based procurement, including but not limited to:

- SAM.gov (U.S. Federal)
- TED (EU/EEA)
- UNGM (United Nations)
- Any future public tender platform (e.g., eProcurement systems, national portals)

In case of conflict, Tender Terms override the general Terms & Conditions. Example: The “PAYMENT” section below overrides the “PAYMENT” section in the general Terms & Conditions.

All FAR clauses are incorporated by reference in their version current as of the date of award or as modified by agency class deviations under the **Revolutionary FAR Overhaul** (Executive Order 14275).

ENTITY IDENTIFIERS

Entity	Identifiers
United States	UEI WR2FEB5MJRE5
UNGM	UNGM #1157217
	CAGE
European Union	PIC 868053777

CONTACT, KYC, KYB, AND PURCHASE/COMMISSIONING OF SERVICES

(replaces and overrides the respective provision in the Terms & Conditions)

When Company participates as a supplier in public or platform-based procurement, services are delivered subject to platform-specific compliance frameworks:

- U.S. Federal (SAM.gov): representations and certifications (incl. FAR clauses, e.g., 52.204-21)
- UN (UNGM): UN Supplier Code of Conduct
- EU/EEA (TED): European Single Procurement Document (ESPD), e-Certis verification, tender-specific terms
- Commercial (SAP Ariba): Ariba terms, supplier onboarding, and client-specific policies
- Other Platforms: Equivalent local/national procurement rules

- EU National Procurement Variations (Directive 2014/24/EU): For TED tenders in individual EU Member States, Macabama Group LLC will provide, upon request, the following mandatory declarations in the format required by the national implementing law:
 - Declaration on the absence of grounds for exclusion (Art. 57 Directive 2014/24/EU)
 - Proof of economic and financial standing (turnover, insurance)
 - Technical and professional ability certificates
 - All declarations are submitted via e-Certis or the national portal. Discretionary refusal of bids is exercised only in strict compliance with the principles of equal treatment and transparency (Art. 2 TED).
- Company performs no ad-hoc KYC/KYB on procuring entities. Verification of Company's eligibility is handled via pre-registration (UEI, PIC, UNGM). Limited counterparty screening may occur only to comply with U.S. export controls or anti-corruption laws.
- GDPR Data Processing Addendum (Art. 28 GDPR) – For any tender involving the processing of personal data on behalf of an EU/EEA procuring entity, Macabama Group LLC will execute a Data Processing Addendum (DPA) compliant with Art. 28 GDPR prior to contract award. The DPA incorporates the EU Standard Contractual Clauses (Module 2: Controller-to-Processor) where required and is available for review.

Company disclaims all liability for bid rejection, disqualification, or contract award failure due to platform rules, evaluation criteria (e.g., MEAT, best value), or external factors.

You - the procuring entity - represent and warrant:

- No conflicts of interest
- Equal treatment of bidders
- Accurate ESPD or SAM declarations
- Compliance with FAR, UN, and platform governance

You indemnify Company against any claim, penalty, or debarment arising from your breach of procurement law or ethics.

VERBAL CONTRACTS AND IMPLIED CONTRACTS TO REDUCE FRICTION

(replaces and overrides the respective provision in the Terms & Conditions)

For public tenders: Verbal or implied contracts are ****void****. All commitments require formal written award via platform (e.g., SAM.gov PO, TED e-Submission, UNGM LOA, Ariba cXML). No binding agreement exists until execution per platform rules.

SOW MANDATE

(replaces and overrides the respective provision in the Terms & Conditions)

Public tenders form contracts via award only — no SOW required.

PAYMENT

(replaces and overrides the respective provision in the Terms & Conditions)

Payment follows tender-specific schedules (e.g., FAR 52.232-1 net 30 days, TED Art. 104, UNGM Clause 11, Ariba terms). No advance payments unless expressly authorized in the tender. Refunds, remedies, and termination rights are governed by mandatory procurement law (e.g., FAR 52.249-2 Termination for Convenience). Company may not correct pricing post-award. Bid price is binding.

REFUSAL & TERMINATION

Pre-award refusal: Only per equal treatment and transparency (FAR 1.102-2, TED Art. 2, UNGM Supplier Code). **Post-award termination:** Only for cause or convenience as defined in the tender.

LIMITATIONS OF LIABILITY

Liability caps in general Terms & Conditions do not apply where prohibited (e.g., FAR 52.246-2 unlimited for defective performance, TED Art. 110). Company is liable for direct damages from gross negligence or willful misconduct, subject to tender limits.

GOVERNING LAW | DISPUTES...

- U.S. Federal (SAM.gov): FAR 52.233-1 Disputes Clause applies.
- EU/EEA (TED): National law of procuring entity; disputes before competent courts or CJEU.
- UNGM: UNCITRAL Arbitration Rules or Swiss law.
- Other Platforms: As specified in tender.

Private arbitration (AAA) does not apply to public contract disputes.

MANDATORY FLOW-DOWN CLAUSES

Company complies with all mandatory flow-down clauses, including but not limited to:

- FAR 52.203-13 (Contractor Code of Business Ethics)
- FAR 52.219-8 (Utilization of Small Business)
- FAR 52.222-26 (Equal Opportunity)
- TED social, environmental, and labor clauses
- UNGM anti-corruption and sustainability standards
- Equivalent clauses in other platforms

ETHICS & ANTI-CORRUPTION

Company certifies full compliance with:

- U.S. Foreign Corrupt Practices Act (FCPA)
- UN Convention Against Corruption
- EU anti-bribery rules

Zero-tolerance policy for bribery, kickbacks, or improper influence in tenders. Potential Referrals comply with all applicable anti-corruption laws.

CONFLICT OF INTEREST

Company warrants no conflict of interest (e.g. FAR 3.101, TED Art. 24) and will disclose any potential conflict immediately.

INTELLECTUAL PROPERTY IN DELIVERABLES

All deliverables:

- IP vests in the procuring entity for government/commercial purpose use
- Per FAR 52.227-14, TED Art. 32, or UNGM terms

Company grants an irrevocable, royalty-free, worldwide license for full use, modification, and distribution.

Where the solicitation and applicable law permit, the procuring entity may grant Macabama Group LLC a limited, non-exclusive, revocable license to use redacted or anonymized excerpts of deliverables for marketing purposes, subject to prior written approval and compliance with security classifications.

SERVICE DISCLAIMER

For tenders involving classified or CUI data: Services exclude handling without separate NDA and NIST 800-171 compliance.

SMALL BUSINESS STATUS

Macabama Group LLC is a U.S. small business (<50 employees, NAICS 541611) and qualifies for set-aside preferences under FAR Part 19 and similar programs.

COMMERCIAL PLATFORMS

Where commercial procurement platforms impose supplier-specific terms that conflict with these Tender Terms, the platform's mandatory terms prevail solely with respect to platform mechanics, invoicing, and payment processing. All substantive service obligations, IP, liability, and governing law remain governed by these Tender Terms unless expressly overridden by the solicitation.

CONTACT US

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