



EAST AFRICAN COMMUNITY

EAST AFRICAN KISWAHILI COMMISSION

Date: 30th August 2023

Tender No: EAKC /SRVS/001/2023-2024

INVITATION TO TENDER FOR THE PROVISION OF AIR TRAVEL SERVICES TO EAKC UNDER FRAMEWORK CONTRACT FOR FY 2023/2024

The East African Kiswahili Commission (EAKC) is a specialized institution of the East African Community (EAC) mandated to coordinate, harmonize and promote the development and use of Kiswahili for regional integration and sustainable development through such activities as coordination and promotion of research, teaching and learning, curriculum development, policy formulation, knowledge generation and standardization of terminologies.

The EAKC would like to invite sealed bids from reputable firms to provide Travel and related services in accordance with the tender requirements. The successful Travel Agent will be expected to win over the market through provision of quality services at competitive prices.

The resulting contract with the Travel Agent will cover airline ticketing and incidental services such as issuance/delivery, revalidation, re-routing, re-issuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for EAKC staff (for purposes of official and non-official/personal travels) and consultants, delegates and participants attending meetings or on official business for EAKC.

TENDER CONDITIONS:

1. Tenderers will provide the following information: Company name, Physical and Postal address, Current Trading Licence, Certificate of Registration/Incorporation, Tax Identification Number and VAT Certificate.
2. Tenders shall be quoted in United States Dollars (US\$) for international ticketing services and Tanzania Shillings (TSH) for local tickets and prices should clearly indicate the VAT element where applicable and should be inclusive of handling and delivery costs to EAKC. The Commission will not pay or reimburse any expense incurred by any entity intending to bid in response to this tender.
3. Any request for clarification must be received by the Commission in writing at least 7days before the deadline for submission of tenders.
4. Orders shall be made as and on need basis during the Framework contract period by issuance of a Local Purchase Order.
5. The closing date will be **Friday, 22nd September 2023 at 05:00 Pm.**
6. Please note, the Commission is not bound to accept the lowest or any other bid and any canvassing will be used as ground for disqualification.
7. Tenderers may quote equivalent or superior specifications and models.
8. Sealed bids must be submitted in original and one copy filled according to schedule for requirement and bid submission form attached as annex.
9. Your sealed bids in plain envelope, clearly marked "**INVITATION TO TENDER FOR PROVISION OF AIR TRAVEL SERVICES TO EAKC UNDER FRAMEWORK CONTRACTS FOR FY 2023/2024..... PROCUREMENT REFERENCE NUMBER**" shall be submitted into the EAKC procurement office on/before the deadline clearly addressed to:-

The Executive Secretary

East African Kiswahili Commission

P.O. Box 600 Zanzibar, Tanzania

Tel: +255 024 2232704/ +255 024-2232722

E-mail:eakc-hq@eachq.org

To download the Tender Document mentioned above, please visit the EAKC website www.kiswahili.eac.int under "opportunities" link. Interested eligible bidders may obtain further information from the EAKC at the address given above from 8.00 am to 5.00 pm during working days.

No liability will be accepted for loss or late delivery and late submissions will be rejected.

For more information or clarification, please contact us on the address above or through e-mail: eakc-hq@eachq.org. Any changes or modifications will be communicated on the EAKC www.kiswahili.eac.int

The tender is open to bidders from EAC Partner states only.

A. INSTRUCTIONS TO TENDERERS

In submitting the tender, the bidder accepts in full and without restriction, the special and general conditions governing this contract as the sole basis of this tendering procedure. Whatever his/her own conditions of service may be, he/she hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. Any reservation will result in the immediate rejection of the tender without further evaluation.

1.0 Services to be provided

The subject of the tender is **provision of air travel services to EAKC under framework contracts For FY 2023/2024.**

The services must comply fully with the specifications set out in the tender document and conform in all aspects with the instructions

2.0 Participation

2.1 Participation in tendering is open to:

a) Natural persons, companies or firms or public or semi-public agencies of the EAC Partner States.

b) Cooperative societies and other legal persons governed by public or private law, of the Member States.

c) Joint ventures or groupings of companies or firms in the EAC Partner States.

2.2 These conditions apply to all nationals of the said Partner States and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

2.3 These rules apply to:

a) Tenderers

b) Members of a consortium

c) Any subcontractors.

2.4 Tenderers or candidates found guilty of making false declarations shall be disqualified.

2.5 To be eligible for participation in this tender procedure, bidders must prove to the satisfaction of the Commission that they comply with the necessary legal, technical and financial requirements and have the capacity to execute the contract effectively.

3.0 *Type of contract*

Framework contract for the provision of Air travel Services.

4.0 *Currency*

Tenders must be presented in USD Dollars internal air ticket services and TSH for local ticketing services.

5.0 *Validity Period*

5.1 Tenderers shall be bound by their tenders for a period of 60 working days from the deadline of the submission of tenders.

5.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the Commission may ask bidders in writing for an extension of this period of 30 days.

5.3 Bidders that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

5.4 The successful bidder will be bound by his tender for a further period of 60 working days following; Receipt of the notification that he has been selected.

6.0 *Language*

The tender and all correspondence and documents related to the tender exchanged by the bidder and the Commission must be written in the language of the procedure which is English.

7.0 *Presentation of tenders*

7.1 Tenders must be received before the deadline specified in the letter of invitation to tender. They must include the Tender submission form attached as annex 2 in this tender document and be sent to the following address:

The Executive Secretary

East African Kiswahili Commission

P.O. Box 600 Zanzibar, Tanzania

Tel: +255 024 2232704/ +255 024-2232722

E-mail:eakc-hq@eachq.org

Tenders must comply with the following conditions:

7.2 All tenders must be submitted in one original, marked “**original**”, and one copy signed in the same way as the original and marked “**copy**”.

7.3 All tenders must be received at the Commission offices in Zanzibar, United Republic of Tanzania on or before the deadline date and time, by registered courier or hand-delivered.

7.4 Bids, including annexes and any accompanying documents, must be placed in sealed envelopes within a package or outer envelope bearing:

a) The above address;

b) The words “Not to be opened before the tender opening session” in the language of the tender document.

8.0 Content of tenders

All tenders submitted must comply with the requirements in the tender document and comprise of a detailed description of the services tendered in conformity with the Specifications/ Tors, including any documentation required.

9.0 Pricing

9.1 Bidders will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

9.2 The prices for the contract shall remain fixed for period of one year and not subject to revision.

9.3. The prices should clearly indicate tax rates applicable for respective services,

10.0 Additional information before deadline for submission of tenders

The tender document should be clear enough to preclude the need for candidates invited to tender to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to the request of a prospective tenderer, provides additional information on the tender document, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 7 days before the deadline for submission of tenders, specifying the **procurement reference** and the **Tender title**:

The Executive Secretary

East African Kiswahili Commission

P.O. Box 600 Zanzibar, Tanzania

Tel: +255 024 2232704/ +255 024-2232722

E-mail: eakc-hq@eachq.org

11.0 Clarification Meeting

Any clarification of the tender document will be communicated simultaneously in writing to all the tenderers at the latest 5 days before the deadline for submission of tenders. No further clarification will be provided after this date.

12.0 Alteration or withdrawal of tenders

- 12.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals shall be unconditional and shall end all participation in the tendering procedure.
- 12.2 Any notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 12.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period.

13.0 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

14.0 Ownership of tenders

The Commission retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

15.0 Joint venture or consortium

15.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the objective of securing a single contract; each person must sign the tender and shall be jointly and severally liable for the tender and any contract. Those persons shall designate one of their member to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the contracting authority.

15.2 The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Commission within the 30 days following the award of the contract. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing in writing that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof.

16.0 Opening of tenders

16.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the documents have been properly included and whether the tenders are generally in order.

16.2 The tenders will be opened on **Monday, 25th September 2023** at 11:00 am at **EAKC, Headquarters in Zanzibar, United Republic of Tanzania** by the committee appointed for the purpose.

16.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, and such other information as the Commission may consider appropriate may be announced.

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

16.5 In the interests of transparency and equal treatment, tenderers may be required at the request of the evaluation committee to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting execution of the contract or distorting competition.

16.6 Any attempt by a tenderer to influence the 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 the Commission in its decision concerning the award of the contract will result in the immediate rejection of his tender.

16.7 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be rejected.

17.0 Evaluation of tenders

17.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender document. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender document without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which would affect the scope, quality or implementation of the contract, differ widely from the terms of the tender document, limit the rights of the Commission or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender document, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

17.2 Detailed evaluation

After analysing, the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical compliance of each tender, classifying it as technically compliant or non-compliant.

17.3 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

17.4 Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.

17.5 Award criteria

The contract will be awarded to the best evaluated compliant tender.

18.0 *Signature of the contract*

18.1 Within 14 days of receipt of the contract, the selected tenderer must sign and return it to the Commission for final signature. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

18.2 If he fails to sign and return the contract within 14 days after receipt of notification, the Commission may consider the tender cancelled without prejudice to any of the contracting parties.

19. Ethics clauses

- 19.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Commission during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 19.2 Without the Commission's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment to the Commission, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 19.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in delivery of services to the Commission. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.
- 19.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his/her profession. He must refrain from making public statements about the Commission or services without the contracting authority's prior approval. He may not commit the Commission in any way without its prior written consent.
- 19.5 For the duration of the contract the Contractor and his/her staff must respect human rights and undertake not to offend the political, cultural and religious morals of the beneficiary staff.
- 19.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
- 19.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 19.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

- 19.9 The Contractor must refrain from any relationship likely to compromise his independence or that of his staff. If the supplier ceases to be independent, the Commission may, for any injury it suffers as a result, terminate the contract without further notice and without the supplier having any claim to compensation.
- 19.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Commission fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or Commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.
- 19.11 Any tender will be rejected or contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.
- 19.12 Such unusual commercial expenses that are not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company
- 19.13 The Contractor must undertake to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 19.14 Contractors found to have paid unusual commercial expenses on activities funded by the Commission are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EAC's funds.

20.0. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the contracting authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes shall be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters have been fundamentally altered;
- exceptional circumstances or force majeure render continuity of the tendering process impossible;
- all technically compliant tenders exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.
- In no event shall the Commission be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even if the Commission has been advised of the possibility of damages. The publication of a procurement notice does not commit the Commission into a legally binding relationship.

B: SCOPE OF SERVICES

The following are the scope of services requirement for EAKC:

1. The Travel Agent shall appoint dedicated personnel(s) to be responsible for EAKC air ticketing and related services
2. The Travel agent shall provide travel services from 0700 to 18.30 hours during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekdays, weekends and official holidays where required.
3. The travel agent shall respond immediately or at least within 4hrs upon receipt of travel request.
4. For every EAKC duly approved travel request, the Agent shall immediately present all the available routings/quotations for consideration.
5. In the event that the required travel arrangements is not available, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. Upon confirmation by the requesting officer, the travel agent shall make reservations and prepare appropriate itineraries and quotations based on the lowest fare and the most direct routing.

7. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
8. The Travel Agent shall issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey, where necessary tickets and billing shall be modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s).
9. The Travel agent shall issue and deliver tickets or e-tickets, based upon proper authority from EAKC in the case of official travel. Tickets shall routinely be provided no earlier than two or three days in advance of travel unless required otherwise.
10. The Travel Agent shall accurately advise EAKC of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
11. The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff of EAKC.
12. The Travel Agent shall provide an information service to notify EAKC and the traveller of such events as airport closings, cancelled or delayed flights and strike situations as well as of political or safety conditions, which may affect travel to any particular destination.
13. The Travel Agent shall provide official travellers with last seat availability, advance seat assignments and advance booking passes on all airlines for which the Travel Agent can offer these services.
14. The Travel agent shall provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing, or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
15. The Travel Agent shall provide EAKC traveller a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international deadlines.
16. The Travel Agent shall carry out investigations on any complaints from travellers and follow ups
17. The travel Agent may, as an ancillary service, provide personal travel services to EAKC Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of EAKC. EAKC assumes no financial liability for such services.
18. The Travel Agent shall maintain computerized profiles of all frequent travellers, as designated or defined from time to time by EAKC, setting forth the traveller's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travellers travel arrangements.

19. The travel agent shall issue EAKC Staff one free ticket change where applicable.

a) Management Reports

1. The Travel Agent shall provide EAKC with management information reports consisting of sales activity showing detailed analysis of the number of trips, destinations, carriers used, savings achieved from the carrier's lowest fare.
2. The Travel Agent shall hold meetings with EAKC ticketing personnel at intervals to be agreed upon, to address any issues or problems which may arise.
3. EAKC shall be reimbursed by the Travel Agent for partly or fully unused tickets, subject to applicable regulations.

b) Service Standards

1. The Travel Agent shall provide the necessary Personnel to provide prompt, courteous and efficient service to EAKC. The number of assigned or dedicated personnel shall be sufficient to meet all services requirements under this Terms of Reference.
2. The minimum travel experience for the dedicated Travel Agent personnel assigned to this account shall be 3 years.
3. The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days off etc of the regular personnel assigned.
4. The Travel Agent must be fully equipped with a fully automated accounting system interfaced with computer reservation system to cater for EAKC requirements.
5. The Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent shall maintain excellent relations with all carriers for the benefit of EAKC

c) Bidder requirements

1. Travel Agencies intending to submit a proposal should have organizational and technical capacity, experience and professionalism to provide the service requirements outlined in the Terms of Reference. They should be able to show proof of past and/present experience with similar organisations, demonstrate financial soundness and resources available to deliver the said services and have the integrity and proven reliability to deliver good faith performance. Travel Agencies should be able to demonstrate an understanding of EAKC requirements and come up with an appropriate work plan and overall approach on how to meet these requirements.
2. The Travel Agent should have the following:
 - i. Accreditation with the International Air Transportation Association (IATA) indicating the number of years of membership.
 - ii. Maintains a good track record in serving international organizations, embassies and multi-national corporations; list of corporate clients must be provided.

- iii.** Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae.
- iv.** Financially stable- Annual reports or audited financial statements for the last 2 years and proof of payment of taxes to be provided.
- v.** Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool.
- vi.** Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
- vii.** Have in its current office all the necessary equipments and facilities and sufficient number of experienced and professionally trained travel experts and staff to handle EAKC requirements
- viii.** Experience in air travel industry (Minimum 2years)
- ix.** Proposed Service Fee charges and related terms and conditions:
 - a) Within East African region (economy and business class)
 - b) The rest of African (economy and business class)
 - c) Outside Africa (economy and business class)
 - d) Within the United Republic of Tanzania
- x.** Clear Breakdown of Ticket costing and extra charges
- xi.** Proposed Cost saving measures and improved handling mechanisms for refunds on unutilised or cancelled tickets.
- xii.** Proposed Handling of refunds for unused tickets, change of bookings and any other customer complaints
- xiii.** Provision of Visa Processing services on request
- xiv.** Provision of Hotel Booking Services (outside the East African region) on request
- xv.** Provision of airport transfer services on request
- Xvi** Operating license issued by the country of operation
- Xvii** IATA certificate approving authorization to operate a travel Commission in the Country of operations
- Xviii** List of affiliated local, national or international travel agencies;
- Xix** List of major customers and description of type of services provided

C: DRAFT CONTRACT

Any resulting contract shall be placed by means of a contract document and shall be subject to EAKC General Conditions of Contract (GCC) except where modified by the Special Conditions below.

A General Provisions

Definitions

The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

“Day” means working day.

“Month” means calendar month.

“Eligible Countries” means the countries and territories eligible as listed in the SCC.

“GCC” means the General Conditions of Contract.

“Party” means EAKC or the Provider, as the case may be, and “Parties” means both of them.

“Personnel” means persons engaged by the Provider or by any Sub-contractor as

employees and assigned to the performance of the Services or any part thereof;

“Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by EAKC and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

“SCC” means the Special Conditions of Contract.

“Works” means the works to be performed by the Provider as described in the contract.

“Subcontractor” means any natural person, private or government or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.

If the context so requires it, singular means plural and vice versa.

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between EAKC and the Provider.

Corrupt Practices

It is EAKC’s policy to require that EAKC staff as well as Bidders and Providers under EAKC financed procurement, observe the highest standards of ethics during the procurement and execution of such procurement. In pursuit of this policy, EAKC:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly

the actions of another party;

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded an EAKC funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any contract irrespective of the funding source.

The Provider shall permit EAKC to inspect the Provider’s accounts and records relating to the performance of the Services and to have them audited by auditors appointed by EAKC if so required.

In pursuit of the policy defined in GCC, EAKC may terminate a Contract for works if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAKC or of a Provider, during the procurement or the execution of that contract.

B The Contract

Contract Documents

The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Provider’s Bid,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements,
- (f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

No amendment, modification or other variation of the Contract shall be valid unless an amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party

thereto.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by EAKC or the Provider may be taken or executed by the authorised representatives specified in the SCC.

The Contract constitutes the entire agreement between EAKC and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of United Republic of Tanzania unless otherwise specified in the SCC.

Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and EAKC, shall be written in English unless specified otherwise in the SCC.

Notices

Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

A Party may change its address for notice hereunder by giving the other Party notice of such change.

Assignment

EAKC or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

Subcontracting

The Provider shall request approval in writing from EAKC of all sub-contracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.

Sub-contracts shall comply with the provisions of GCC.

Change Orders and Contract Amendments

EAKC may at any time request the Provider through notice in accordance with GCC, to make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of EAKC's change order.

Prices to be charged by the Provider for any additional Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

Change in Laws

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in United Republic of Tanzania or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC or price adjustment in accordance with GCC.

Taxes and Duties

The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside United Republic of Tanzania, in connection with the provision of the Services to be supplied under the Contract.

For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in United Republic of Tanzania (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

Force Majeure

For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include;

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
- (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations; nor
- (c) Insufficiency of funds or failure to make any payment required hereunder.

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract in as far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

A Party affected by an event of Force Majeure shall take all reasonable measures to;

- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
- (b) minimise the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

Suspension of Assignment

EAKC may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

- (a) specify the nature of the failure; and
- (b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

Termination

EAKC may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC (a) to (g), terminate the Contract if:

- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
- (b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to EAKC;
- (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC hereof;
 - a) the Provider submits to EAKC a statement which has a material effect on the rights, obligations or interests of EAKC and which EAKC knows to be false;
 - b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - c) EAKC, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
 - d) the Provider, in the judgment of EAKC, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
 - e) where the Tribunal direct that a contract should be terminated.

Termination for Convenience

- (a) EAKC, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for EAKC's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination

becomes effective.

- (b) The air ticket services that are ordered and booked within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by EAKC at the Contract terms and prices. For the services ordered but not delivered after the lapse of 28 days, EAKC may cancel the remainder and pay to the Provider an agreed amount for partially utilised tickets and related services previously procured by the provider.
- c) The Provider may, by not less than thirty days written notice to EAKC, give such notice after the occurrence of any of the events specified in GCC Clause (i) to (v) terminate the Contract if:
 - i. EAKC fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC within thirty days after receiving written notice from the Provider that such payment is overdue;
 - ii. EAKC is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by EAKC of the Provider's notice specifying such breach;
 - iii. the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - iv. EAKC fails to comply with any final decision reached as a result of arbitration pursuant to GCC hereof.

If either Party disputes whether an event specified GCC has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Cessation of Rights and Obligations or Services

Upon termination of the Contract pursuant to GCC, or upon completion of the Services pursuant to GCC hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or completion;
- (b) the obligation of confidentiality set forth in GCC;
- (c) the Provider's obligation to permit inspection, copying and auditing of their

accounts and records set forth in GCC; and

(d) any right which a Party may have under the Governing Laws.

Cessation of Services

Upon termination of the Contract by notice of either Party to the other pursuant to GCC the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

Settlement of Disputes

- a) EAKC and the Provider shall make every effort to resolve amicably by direct informal negotiation for any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the East African Court of Justice or such other formal mechanism specified in the SCC.

Liquidated Damages

If so stated in the SCC, the Provider shall pay all fees and fines arising from delayed delivery of services to the Commission. EAKC may deduct such fines from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

Commencement of Services

- a) The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.
- b) If the Contract has not become effective within such time period after the date of Contract stated in GCC, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

Obligations of EAKC

Provision of Information and Assistance

- a) EAKC shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to EAKC at the end of the period of the Contract.
- b) EAKC shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

Contract Price

- a) The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b) The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- c) The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- d) The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC.

Price Adjustments

Procurement shall be at fixed prices which shall not be revised or varied.

General Payment Procedure

- a) In consideration of the Services performed by the Provider under the Contract, EAKC shall make to the Provider such payments in such manner as is provided by the Contract.
- b) Payments made by EAKC shall be made in response to requests for

payment made by the Provider. The Provider's request for payment shall be made to EAKC in writing by production of an invoice supported by the documentation required and as specified in the SCC.

- c) Unless otherwise specified in the SCC, payments shall be made by EAKC, no later than thirty days after submission of a request for payment by the Provider and its certification by EAKC. EAKC shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, EAKC shall promptly advise the Provider of the reasons for rejection.
- d) EAKC shall not unreasonably withhold any undisputed portion of a request for payment. EAKC shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, EAKC may add or subtract the difference from any subsequent payments.
- e) Any amount which EAKC has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to EAKC within thirty days after receipt by the Provider of a notice thereof. Any such claim by EAKC for reimbursement must be made within twelve months after receipt by EAKC of a final statement approved by EAKC.

Obligations of the Provider

- a) The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- b) The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify EAKC against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- c) The Provider shall always act, in respect of any matter relating to this Contract, to safeguard EAKC's legitimate interests, pursuant to Conditions of this Contract.

- d) The Provider shall obtain EAKC's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- e) The Provider shall furnish EAKC with any personnel data or information required by EAKC to arrange the provision of documentation required in accordance with GCC.

Eligibility

- a) The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- b) The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

Code of Conduct

The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of EAKC, and from engaging in any activity which conflicts with its obligations towards EAKC under the contract. It shall not commit EAKC without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

Indemnification

At its own expense, the Provider shall indemnify, protect and defend, EAKC, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights provided that:

- (a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the EAKC becomes aware of them;

- (b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;
- (c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- d) The aggregate liability of the Provider to the EAKC shall not exceed the total contract value or such other amount specified in the SCC.

The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) EAKC omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
- b) the improper execution of the Provider's instructions by agents, employees or independent contractors of EAKC.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

Accounting, Inspection and Auditing

The Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

Performance of the Services

Scope of Services

- a) The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

- b) The Services shall be performed at such locations as are specified in the Statement of Requirements.

Provider's Personnel

- a) The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.
- b) If required by the Agreement, the Provider shall ensure that a manager, acceptable to EAKC, takes charge of the performance of the Services.

Working hours of the Personnel

The provider shall endeavour to provide the service to the EAKC as and when services are required.

Replacement of Personnel

If EAKC requests the Provider to replace a person previously dedicated to execution of this contract stating the reasons why such replacements are necessary, the Provider shall ensure that the person is replaced within seven days and has no further connection with the work in the Contract.

Special Conditions of Contract

Procurement Reference Number: **EAKC/PROC/SRVS/2023-2024/01**

(Procurement reference number to be used in the event of award of contract only)

| Subject and GCC clause reference | Special Conditions |
|---|--|
| Eligible Countries | All EAC countries are eligible, unless as a matter of law or official regulation, EAKC prohibits commercial relations with that country or by an act of compliance with a decision of the EAC or United Nations Security Council taken under Chapter VII of the Charter of the United Nations. |
| Site | The point of service shall be the EAKC Head Office, Zanzibar |
| Incoterms Edition | Incoterms shall be governed by the rules prescribed in Incoterms 2000. |
| Notices | Any notice shall be sent to the following addresses: For EAKC, the address shall be as given in this document. For the Provider, the address and contact name shall be as given on the first page of bid document. |
| Terms of Payment | The structure of payments shall be: full payment following provision of the service and submission of an invoice and the documents listed in this document. |
| Terms of Payment | Payments shall be made no later than thirty (30) days after submission of an invoice and its certification by EAKC. |

| Subject and GCC clause reference | Special Conditions |
|---|---|
| Terms of Payment | The currency of payment shall be USD for international tickets and TSH for local tickets. |
| Liquidated Damages | Liquidated Damages shall apply. |

Annex 1: Evaluation Grid

Travel agency are expected to present all the required documentation in table one in order to progress to the next stage of evaluation. Any bid that lacks any of the mandatory requirements is automatically dropped from participating in the next stage of evaluation as per table 1 and 2 respectively.

Table 1: Mandatory Requirements for Eligibility

| | |
|-----------|--|
| 1. | General Information <ul style="list-style-type: none">❖ Profile❖ Copy of IATA Accreditation Certificate❖ Company Profile❖ Business License/Trading License❖ Certificate of Incorporation❖ Tax identification Numbers/references❖ Tax Compliance Certificate❖ Consortium agreement and authorisation letter(Only if relevant)❖ Dealership or agency license❖ Certificate of registration❖ Evidence of payment of the tender fee (receipt, TT, Cheque) Properly signed bid |
| 2. | Financial Capabilities:- <ul style="list-style-type: none">❖ Audited Financial Statements for the last 2 years |
| 3. | Personnel Competence: <ul style="list-style-type: none">❖ Curriculum Vitea of managerial personnel and other full time travel staff members qualified and competent to sell international air transportation |
| 4. | Business Entity of Commission: <ul style="list-style-type: none">❖ Ownership (sole owner, partnership, etc |

| | |
|-----------|---|
| 5. | <p>Other information:</p> <ul style="list-style-type: none"> ❖ Reservations are made by: Telephone, fax, internet, intranet ❖ Primary type of ticket: Electronic ticket, Hard Copy ❖ Primary method for ticket delivery: Electronic Ticket, Postal, on site ❖ Describe in detail your ability to secure the lowest available published and/or negotiated airfares. What discount system can you provide to EAKC? ❖ State additional services and benefits that make your Commission unique |
|-----------|---|

Please note that failure to submit documents indicated above will lead to outright disqualification

Table 2: Technical Evaluation Criteria

| TECHNICAL EVALUATION | | Points | Travel Agencies | | | |
|-----------------------------|--|---------------|------------------------|----------|----------|----------|
| | | | A | B | C | D |
| 1. | REPUTATION OF TRAVEL AGENT: | 20 | | | | |
| | Reliability (References, and letters of recommendations) | | | | | |
| | <ul style="list-style-type: none"> Minimum 2 recommendations | 10 | | | | |
| | <ul style="list-style-type: none"> Recommendation from International Organization(s) | 6 | | | | |
| | <ul style="list-style-type: none"> Recommendation from IATA Air Carrier | 4 | | | | |
| 2. | PROFESSIONAL EXPERIENCE: | 30 | | | | |
| | A-Years of establishment | 10 | | | | |
| | <ul style="list-style-type: none"> between 2-5 establishment | 4 | | | | |
| | <ul style="list-style-type: none"> More than 5 | 6 | | | | |
| | B-Years of IATA membership | 10 | | | | |
| | <ul style="list-style-type: none"> between 2-5 years of membership | 4 | | | | |
| | <ul style="list-style-type: none"> More than 5 | 6 | | | | |
| | C- Years of experience with EAKC and/or other major organizations | 10 | | | | |
| | <ul style="list-style-type: none"> between 2-5 serving similar organisations | 4 | | | | |
| | <ul style="list-style-type: none"> more than 5 year | 6 | | | | |
| 3. | TRAVEL AGENCIES CAPABILITY: | 50 | | | | |
| | A-Size of Commission (branch offices, number of employees) | 10 | | | | |
| | <ul style="list-style-type: none"> Branch office(s) in the region | 2 | | | | |
| | <ul style="list-style-type: none"> 1- 2 travel consultants (minimum requirement) | 4 | | | | |
| | <ul style="list-style-type: none"> More than 4 travel consultants | 6 | | | | |
| | B-Personnel Competence (average experience of managers, average experience of travel staff members) | 20 | | | | |
| | <ul style="list-style-type: none"> 2-4 years of experience for managers | 3 | | | | |
| | <ul style="list-style-type: none"> More than 5 years of experience for managers | 7 | | | | |
| | <ul style="list-style-type: none"> 2 years of experience for travel staff members | 4 | | | | |
| | <ul style="list-style-type: none"> More than 5 years of experience for travel staff members | 6 | | | | |
| | C-E-ticketing service provision | 10 | | | | |
| | D-Reservation Booking Systems | 10 | | | | |

The minimum Technical Score required to pass is: **80%**

The formula for determining the financial scores is the following:

$$B = \frac{C_{low}}{C} X + \frac{T}{Thigh} (1 - X)$$

Where:

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

$Thigh$ = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Financial proposal (20%)

The weights given to the Technical and Financial Proposals are:

$T = 0.80$ and $P = 0.20$

Annex 2: TENDER FORM

TENDER FORM FOR AIR TRAVEL SERVICES

Title of contract: **TENDER FOR PROVISION OF AIR TRAVEL SERVICES TO EAKC UNDER FRAMEWORK CONTRACTS FOR FY 2023/2024**

September 2023

The Executive Secretary

East African Kiswahili Commission

P.O. Box 600 Zanzibar, Tanzania

Tel: +255 024 2232704/ +255 024-2232722

E-mail: eakc-hq@eachq.org

1 SUBMITTED BY

| | Name(s) of tenderer(s) | Nationality |
|-------------------|-------------------------------|--------------------|
| Leader* | | |
| Partner 2* | | |
| Etc ... * | | |

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the

name of the tenderer should be entered as '**leader**' (and all other lines should be deleted)

2 CONTACT PERSON (for this tender)

| | |
|------------------|--|
| Name | |
| Address | |
| Telephone | |
| Fax | |
| E-mail | |

3 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (one declaration from each partner in the case of a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the document for invitation to tender No [.....] of [../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender document and the conditions and time limits laid down, without reservation or restriction:

3 The price of our tender [*excluding the discounts described under point 4*] is:.....

4 We will grant a discount of [%], or [.....] in the event of our being awarded the contract.

5 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [../..].

6 Our firm/company [*and our subcontractors*] has/have the following nationality:

[.....]

7 We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves > for this tender. We confirm that we are not tendering 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 authorised 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].

2 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers.

10 We agree to abide by the ethics clauses in Article 22 of the instructions to tenderers and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application.

11 We will inform the Commission immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise 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 Commission.

12 We note that the Commission is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

