



Date: 11th December 2017

Tender No: CAS/SUPLS/002/2017-2018

INVITATION TO TENDER FOR THE PROVISION OF CATERING AND AIR TRAVEL SERVICES TO EAC CASSOA IN LOTS UNDER FRAMEWORK CONTRACTS FOR FY 2017/2018

The East African Community Civil Aviation Safety and Security Oversight Agency (EAC-CASSOA) is a self-accounting institution of the East African Community. The Agency invites interested, eligible and competent suppliers to submit Bids for **The provision of catering and air travel services to EAC CASSOA in lots under framework contracts For FY 2017/2018** to its offices in **ENTEBBE, UGANDA**.

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\$) and prices should clearly indicate the VAT element where applicable and should be inclusive of handling and delivery costs to EAC CASSOA Stores. The Agency 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 Agency 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 **Wednesday, 24th January 2018 at 11:00 am** followed by an opening session.
6. Please note, the Agency 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 price attached as Appendix
9. Your sealed bids in plain envelope, clearly marked "**INVITATION TO TENDER FOR PROVISION OF LOT NUMBER.....**" accompanied with a non-refundable tender fee of **USD 50 in Bankers Cheque payable to The East African Community Civil Aviation Safety and Security Oversight**

Agency (EAC-CASSOA) or Cash payment Receipt; cash payments can be made to the Accountant; and be submitted into the EAC CASSOA Tender box before the deadline clearly addressed to:-

**The Executive Director
EAC CASSOA
Plot 41/43 Circular Road
P.O. Box 873
Entebbe, Uganda**

Bidders should pay for the LOT they are interested in.

To download the Tender Document mentioned above, please visit the CASSOA website www.cassoa.org under opportunities “**Tenders**” link. Interested eligible bidders may obtain further information from the EAC CASSOA at the address given below from 8.00 am to 5.00 pm during working days.

**The Secretary Procurement Committee
EAC CASSOA
Plot 41/43 Circular Road
Entebbe, UGANDA
Telephone Number: +256 312 266 930 | +256 414 322 047
Fax Number: +256 414 322 049
cassoa@cassoa.org**

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: cassoa@cassoa.org. Any changes or modifications will be communicated on the EAC CASSOA www.cassoa.org

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

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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 own conditions of sale may be, which he 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. No account can be taken of any reservation in the tender as regards the tender document; any reservation will result in the immediate rejection of the tender without further evaluation.

1 Services to be provided

The subject of the tender is the delivery by the Contractor of the following items as in (Annex 1):

- Lot 1. Catering Services
- Lot 2. Air Travel Services

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

3. Participation

3.1. Participation in tendering is open on equal terms to:

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

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

-Joint ventures or groupings of companies or firms of The EAC Partner States.

3.2. These conditions apply to all nationals of the said 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.

3.3. These rules apply to:

- a) Tenderers
- b) Members of a consortium
- c) Any subcontractors.

3.4 Tenderers or candidates found guilty of making false declarations are also liable to financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeated offence within five years of the first infringement.

3.5 To be eligible for participation in this tender procedure, bidders must prove to the satisfaction of the Agency that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

4. ORIGIN

4.1 When submitting this tender, the bidder must state expressly that all the services meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

5. Type of contract

Framework contract for the provision of Catering and Air travel Services.

6. Currency

Tenders must be presented in USD Dollars

7. Lots

This tender procedure is divided into 2 lots:

- Lot 1. Catering Services
- Lot 2. Air Travel Services

8.1. Tenderers shall be bound by their tenders for a period of 20 working days from the deadline of the submission of tenders.

8.2. In exceptional circumstances and prior to the expiry of the original tender validity period, the Agency may ask bidders in writing for an extension of this period of 14 days.

8.3. 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.

8.4 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.

9. Language

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

10. Presentation of tenders

Tenders must be received before the deadline specified in the letter of invitation to tender. They must include the Tender submission form in part D of this tender document and be sent to the following address:

**The Executive Director
EAC CASSOA
Plot 41/43 Circular Road
P.O. Box 873
Entebbe, Uganda**

Tenders must comply with the following conditions:

- 10.1. All tenders must be submitted in one original, marked “**original**”, and one copy signed in the same way as the original and marked “**copy**”.
- 10.2. All tenders must be received at the East African Community Civil Aviation Safety and Security Oversight Agency offices, Plot 41/43 Circular Road, Entebbe-UGANDA before the deadline date and time, by courier, registered letter or hand-delivered.
- 10.3. 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) Where applicable, the number of the lot(s) tendered for;
 - c) The words “Not to be opened before the tender opening session” in the language of the tender document.

11. Content of tenders

All tenders submitted must comply with the requirements in the tender document and comprise:

A bid consisting of:

- a) A detailed description of the services tendered in conformity with the Specifications/ Tors, including any documentation required.

12. Pricing

- 12.1. 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.
- 12.2. Depending on whether the items proposed are manufactured locally or are to be imported into the country of the contracting authority, bidders must quote, by lot, unit (and overall) prices for their tenders.
- 12.3. **The prices for the contract shall remain fixed for period of one year and not subject to revision.**
- 12.4. The prices should clearly indicate tax rates applicable for respective services,

13. 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 14 days before the deadline for submission of tenders, specifying the **publication reference** and the **Tender title**:

The Secretary Procurement Committee
EAC CASSOA
Plot 41/43 Circular Road
Entebbe, UGANDA
Telephone Number: +256 312 266 930 | +256 414 322 047
Fax Number: +256 414 322 049
cassoa@cassoa.org

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.

14. Clarification meeting / site visit

No clarification meeting / site visit planned. However consideration may be given upon request.

15. Alteration or withdrawal of tenders

- 15.1. 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.
- 15.2. 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.
- 15.3. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period.

16. 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.

17. Ownership of tenders

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

18. Joint venture or consortium

18.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object 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 numbers 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.

18.2 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 Agency 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.

19. Opening of tenders

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

19.2. The tenders will be opened in public session on **Wednesday, 24th January 2018** at 11:00 am at **EAC CASSOA, Plot 41/43 Circular Road, Entebbe - UGANDA** by the committee appointed for the purpose.

19.3. 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 Agency may consider appropriate may be announced.

19.4. After the public 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.

19.5. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written 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.

19.6. 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 Agency in its decision concerning the award of the contract will result in the immediate rejection of his tender.

19.7. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1. 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 Agency 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.

20.2. 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.

20.3 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.

20.4 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.

20.5 Award criteria

The award criteria will be based on quoted price. The contract will be awarded to the lowest evaluated compliant tender.

21. *Signature of the contract and performance guarantee*

21.1 Within 30 days of receipt of the contract already signed by the Agency, the selected tenderer must sign and date the contract and return it to the Agency. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

21.2 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Agency may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

22. Ethics clauses

- 22.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Agency 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.
- 22.2 Without the Agency'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 for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 22.3 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 the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.
- 22.4 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the Agency in any way without its prior written consent.
- 23.1 For the duration of the contract the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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 Agency may, for any injury it suffers as a result, terminate the contract without further notice and without the supplier having any claim to compensation.
- 23.6 The Agency 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 Agency 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 Agency 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.

- 23.7 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.
- 23.8 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
- 23.9 The Contractor must undertake to supply the Agency on request with all supporting documents relating to the conditions of the contract's execution. The Agency may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 24 Contractors found to have paid unusual commercial expenses on projects funded by the Agency 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.

24.1. 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 of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project 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 Agency 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 Agency has been advised of the possibility of damages. The publication of a procurement notice does not commit the Agency to implement the programme or project announced.



DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES
ANNEX I - DRAFT CONTRACT

The East African community Civil Aviation Safety and Security Oversight Agency

<Name of Contractor> (acronym) (“the Contractor”)

the other part ,have agreed as follows:

**TENDER FOR PROVISION OF CATERING AND AIR TRAVEL SERVICES UNDER
FRAMEWORK CONTRACTS FOR FY 2017/2018
(LOT NUMBER.....)**

Article 1 Subject

1.1 The subject of the contract shall be the delivery by the Contractor, of the following services:

- **Lot 1. Catering Services**
- **Lot 2. Air Travel Services**

1.2 The Contractor shall comply strictly with specifications, the terms of the Special Conditions and General Conditions.

1.4 The place of acceptance of the services and services shall be East African Community Civil Aviation Safety and Security Oversight Agency offices, Entebbe; Uganda. The time limits for delivery shall be Thirty days (30) after receiving the Local Purchase Order. The contract period shall run from the date of the signature of the Framework agreement by both Parties.

Article 2 Origin

No requirement for country of origin.

Article 3 Price

3.1 The price of the services and services shall be that shown on the price schedule (Annex 1). The total contract price shall be shown in **USD Dollars**.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Agency to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General Conditions and the Special Conditions

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- Draft contract and the Special Conditions (Annex I)
- Price schedule
- Tender document
- Any other document from the tenderers

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 5 Communications

Any written communication relating to this contract between the Agency and the Contractor must state the contract title and lot number, and must be sent by post, fax, e-mail or by hand following the procedures set out in Article 4 of the Special Conditions.

Done in English in three originals, two originals being for the Agency and one original being for the Contractor.

For the Contractor

Name:

Position:

Signature:

Date:

For the Agency

Name:

Position:

Signature:

Date:

Endorsed for financing by the Executive Director

Name:

Position:

Signature:

Date:

Article 6 Contract Management

The following staff is designated to coordinate and manage all activities under this Contract:

FOR EAC-CASSOA	FOR THE CONTRACTOR
Charles RUKIKANSHURO EAC –CASSOA P. O. Box 873, Entebbe Email: crukikanshuro@cassoa.org Cell: +256-786-951650	Name: P. O. Box..... Country: City: Email: Tel: Cell:

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the General Conditions where necessary. Unless the Special Conditions provide otherwise, the General Conditions referred to above remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, other clauses may be introduced to cover special situations.

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Article 1 Definitions

Contracting authority: East African Community Civil Aviation Safety and Security Oversight Agency

State of Contracting authority: The EAC Partner States.

Currency: USD Dollars

Article 2 Law applicable and language of the contract

2.1 The law of the EAC Partner states will be applicable to the contract

2.2 The language used shall be English

Article 3 Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- Draft contract and the Special Conditions
- Price schedule –
- Tender Document
- Any other document from the tenderers

Article 4 Communications

Any written communication relating to this Contract between the Agency and the Contractor the Contract title reference number and Lot number must be indicated and correspondence and must be sent by post, fax, e-mail or by hand to:

**The Executive Director
EAC CASSOA
Plot 41/43 Circular Road
P.O. Box 873
Entebbe, Uganda**

Article 5 Performance guarantee

The Contractor may be required to submit a performance guarantee at 10% of the contract value from a reputable Bank. The contractor is also expected to deliver services as prescribed in Special conditions of this tender and observe all ethical requirements.

Article 6 Insurance

The supplier will arrange and bear all costs relating to insurance of the services during transportation to the point of delivery.

Article 7 Performance programme

All services supplied must be of high standard and in good working condition.

Article 8 Commencement order

The Contract shall enter into force on the date of its signature by the Contractor.

Article 2 Period of performance

Date and commencement of the period of performance will be from the date of signing the contract.

Article 10 Delays in performance

The liquidated damages per calendar day shall be set at 1/1000 (one thousandth) of the value of the contract per day of delay or, if the contract is subdivided into phases/lots, of the phase/lot concerned up to 30% (thirty per cent) of the total contract price.

Article 11 Inspection and testing

All services will be inspected and staged in accordance with Article 25 of the General Conditions and the practical arrangements for testing. All services will be inspected and tested at the Stores section, of the East African Community Civil Aviation Safety and Security Oversight Agency.

Article 12 General payment principles

Payments shall be made in USD Dollars

Payments shall be authorised and made by the Agency. Payments will be made in the currency of the contract upon presentation of LPO from the Agency, delivery note, original invoices after delivery and certification that all services supplied meet the specifications in the technical offer. No interim payments will be made.

Article 13: Advances

There is no provision for advances.

Article 14 Price revision

There is no provision for revision of prices.

Article 15 Delivery

The Contractor shall bear all risks relating to the services until provisional acceptance at destination. The services shall be packaged so as to prevent their damage or deterioration in transit until arrival at their destination.

Article 16 Warranty

The Contractor shall warrant that the services supplied are new, unused, of the most recent products and incorporate all recent improvements in design and materials.

Article 17 Breach of contract

Liquidated damages shall be exacted in accordance with article 21.1

Article 18 Termination by the Agency

This contract shall be automatically terminated if it has given rise to no payment in the nine months following its signing.

Article 12 Dispute settlement

a) The amicable dispute-settlement procedure shall be initiated when one party notifies the other of the dispute and proposes that it be settled amicably by arrangements to be agreed by the parties in accordance with the provisions of this Article and Article 48 of the GC.

b) The time-limit for implementing the amicable settlement is 30 days after the notification referred to in Article 12 .a. The maximum time limit for completing amicable dispute settlement shall be 60 days after that notification. The parties may agree to extend this time limit by a maximum of 60 days.

c) The time limit referred to in article 12, above for responding to a request shall be eight days from receipt of that request. If the time limit is not met, a reminder shall be sent by the party that lodged the request. If there is no response to this reminder within eight days of receipt of the reminder, the amicable dispute settlement procedure shall be deemed to have failed.

If the amicable intervention of the Agency is requested, this request shall not be made until all internal administrative remedies have been exhausted.

Article 20 Ethics clauses

20.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Agency during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.

20.2 Without the contracting authority'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 for the project.

20.3 This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

20.4 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.

20.5 The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the Agency in any way without its prior written consent.

20.6 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

20.7 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.

20.8 The Contractor and his staff shall 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 in connection with performance of the contract shall be confidential.

20.2 The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during performance of the contract.

20.10 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Agency may, for any injury it suffers as a result, terminate the contract without further notice and without the Contractor having any claim to compensation.

20.11 The Agency 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 Agency 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 Agency 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.

20.12 Unusual commercial expenses are commissions 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

20.13 The Contractor undertakes to supply the Agency on request with all supporting documents relating to the conditions of the contract's execution. The Agency may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 21 Administrative and financial penalties

If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeated offence within five years of the first infringement.

ANNEX II – PRICE SCHEDULE

LOT1. CATERING SERVICES

Provision of Outside Catering Services for EAC CASSOA Meetings

Scope of work

- To provide outside catering services for various meetings to be facilitated by the EAC CASSOA
- The meetings are conducted within CASSOA Premises
- The bidders are expected to demonstrate and prove compliance to all health requirements
- The Menu- Mid Morning and Mid Afternoon tea/coffee served with light snacks(variety) –Served at CASSOA
- Lunch- Buffet style -Lunch to be served at the venue of the outside Catering service providers
- Provision of well-dressed service tables

Performance standards and services level guarantees

- **Accuracy**(Ability to perform task completely without error)
- **Timelines of Delivery** (Ability to deliver service on promised date and time without delay)
- **Quality** (Ability to deliver excellent product and service

Point Rated Evaluation	Scores	
List of current and previous assignments indicating- Name of at least three (3) clients, Period and duration of the contract, contacts person and telephone number	20	
Qualifications of two personnel General Manager and FB Manager	10	
CV's of Key personnel	10	
Cooking/ Serving equipment-Food warmers, adequate flasks, cutlery and crockery	20	
Registration certificate for food premises	10	
Financial statements for not less than the past 3yrs	10	
Insurance policy	5	
Health certificate	5	
Adequate number of servers-Minimum 3	10	
Total scores	100%	Minimum Scores 70%
Pricing schedule		
Price/ Cost schedule for Mid morning and Mid Afternoon tea and Coffee and variety of Snacks, plus Lunch- Buffet style		
Price/ Cost schedule for Lunch- Buffet style only		
Price/ Cost schedule for Mid morning/ afternoon Tea and Coffee, plus Snacks only		

SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

N O.	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected Amount	Exchange Rate	Converted Total	Evaluated Total	Rank

Financial Evaluation

- Prices in USD will form the basis for financial evaluation

NB: EAC CASSOA is not bound to award to the lowest bidder.

LOT 2: PROVISION OF AIR TRAVEL AND RELATED SERVICES FOR THE EAST AFRICAN COMMUNITY

EAC CASSOA would like to invite sealed bids from reputable suppliers to derive a list of firms from whom it can enter into contract to provide Travel and related services in accordance with the tender requirements to undertake the assignment as described herein.

a) Introduction

- 1. EAC CASSOA** intends to procure professional services of the highest standards from experienced and professional travel agencies (operating within East African Partner States) for air travel and related services for members and staff within and outside the region. The services of the travel agent will be accessible by CASSOA staff within and outside the CASSOA Location of Entebbe
- 2. EAC CASSOA** does not guarantee exclusive procurement from the Travel Agent nor any minimum order or quantity of services. The Travel Agent is expected to win over the market share through provision of quality services and competitive prices.

b) Objective

- The proposed 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 CASSOA staff (for purposes of official and non-official/personal travels) and consultants, delegates and participants attending meetings or on official business for CASSOA
- The Successful bidder (“the Travel Agent”) will be required to sign a contract with CASSOA to perform travel services specified under Terms of Reference and agreeing to clearly identified service levels. The Initial contract shall be for one (1) year renewable subject to annual performance evaluation.

c) Scope of Services

The following are the scope of services requirement for CASSOA:

- The Travel Agent shall appoint dedicated personnel(s) to be responsible for CASSOA air ticketing and related services
- 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 before 12hrs upon receipt of travel request.
4. For every CASSOA duly approved travel request, the Agent shall immediately make reservations and prepare appropriate itineraries and quotations based on the lowest fare and the most direct routing.
5. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
7. 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).
8. The Travel agent shall issue and deliver tickets or e-tickets, based upon proper authority from CASSOA 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.
9. The Travel Agent shall accurately advise CASSAO of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
10. The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff of CASSOA.
11. The Travel Agent shall provide an information service to notify CASSOA 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.
12. 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.
13. 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.
14. The Travel Agent shall provide CASSOA 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 CASSOA segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
15. The Travel Agent shall carry out investigations on any complaints from travellers and follow ups
16. The travel Agent may, as an ancillary service, provide personal travel services to CASSOA 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 CASSOA. CASSOA assumes no financial liability for such services.

17. The Travel Agent shall maintain computerized profiles of all frequent travellers, as designated or defined from time to time by CASSOA, 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 travelers travel arrangements.
18. The travel agent shall issue CASSOA Staff one free ticket change where applicable.

d) Management reports

1. The Travel Agent shall provide CASSOA 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 CASSOA Travels services personnel at intervals to be agreed upon, to address any issues or problems which may arise.
3. CASSOA shall be reimbursed by the Travel Agent for partly or fully unused tickets, subject to applicable regulations.

e) Service Standards

1. The Travel Agent shall provide the necessary Personnel to provide prompt, courteous and efficient service to CASSOA. 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 CASSOA 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 CASSOA

f) Bidder requirements

1. Travel Agencies intending to submit a proposal should have organizational and technical capacity, experience and professionalism to provide the services requirements outlined in the Terms of Reference. Proposers should be able to show proof of past and/present experience in similar projects, demonstrate financial soundness and resources

available to carry out the services requirements, and have the integrity and proven reliability to ensure good faith performance. Proposers should be able to demonstrate an understanding of CASSOA 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 2years and prove 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 CASSOA 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)
 - 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 agency 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

The award of the contract will be based on the best value for money that being the best outcome for CASSOA as a whole considering price, economic, environmental and social benefits (if applicable), in addition to the requirements of CASSOA and past performance.

3. The Travel Agent shall prepare two copies of proposal, clearly marking CASSOA “original proposal” and “Copy of proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.
4. All quotations shall be in US dollars
5. CASSOA shall effect payments to the Travel Agent within 30 days after submission and verification of the invoices submitted by the Travel Agent.

g) Opening and evaluation of proposals

1. CASSOA will inform all bidders the date of opening of bids. The bids will be opened publically and an evaluation team will be established to evaluate the bids and report of which shall be presented before the CASSOA Procurement Committee.
2. To assist in the examination, evaluation and comparison of proposals, CASSOA may at its discretion, ask a bidder for clarification of her proposal. The request for clarification and the responses shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted
3. Prior to the detailed evaluation, CASSOA shall determine the substantial responsiveness of CASSOA proposal to this invitation. For purposes of this clause, a substantially responsive proposal is one which conforms to all terms and conditions of this invitation without material deviation.

h) Award criteria, award of contract

1. CASSOA reserves the right to accept or reject any proposal and to annul the solicitation process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected tenderer or any obligation to inform the affected tenderer of the grounds for her action.
2. Within 30 days of receipt of the contract, the successful Travel Agent shall sign and date the contract and return it to CASSOA

Mandatory Requirements

1.	<p>General Information</p> <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.	<p>Business References:</p> <ul style="list-style-type: none"> ❖ Major Government/Corporate Clients/Contract Details/Estimated Contract Value ❖ At least three letters of Recommendation
3.	<p>Size of Agency</p> <ul style="list-style-type: none"> ❖ List of name(s) (if any) and address(s) of branch office (s) worldwide ❖ List of airline(s) (if any) that your agency issue air-tickets on behalf or ❖ List of airline(s) (if any) that your agency sell air-tickets on behalf of
4.	<p>Financial Capabilities:-</p> <ul style="list-style-type: none"> ❖ Audited Financial Statements for the last 3 years
5.	<p>Personnel Competence:</p> <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
6.	<p>Business Entity of Agency:</p> <ul style="list-style-type: none"> ❖ Ownership (sole owner, partnership, etc)
7.	<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 CASSOA: preferably from CASSOA ticket. Please described it in details; ❖ State additional services and benefits that make your agency unique

ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

Mandatory requirement (Eligibility criteria)	Compliant or Non-Compliant (C;NC)	Travel Agents			
		A	B	C	D
<p>Documents that must be submitted with the Proposal are:</p> <ul style="list-style-type: none"> ❖ Profile ❖ Copy of IATA Accreditation Certificate ❖ Company Profile ❖ Business License/Trading License ❖ Certificate of Incorporation ❖ Tax identification references/ Numbers ❖ Tax Compliance Certificate ❖ Consortium agreement and authorization letter(Only if relevant) ❖ Dealership or agency license ❖ Certificate of registration ❖ Evidence of payment of the tender fee (receipt, TT, Cheque) ❖ Properly signed bid 					

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

TECHNICAL EVALUATION		Points	Travel Agencies			
			A	B	C	D
1.	REPUTATION OF TRAVEL AGENCIES:	<u>20</u>				
	Reliability (References, and letters of recommendations)					
	• Minimum 3 recommendations	10				
	• Recommendation from International Organization(s)	3				
	• Recommendation from other organisations	3				
	• Recommendation from IATA Air Carrier	4				
2.	PROFESSIONAL EXPERIENCE:	<u>30</u>				
	A-Years of establishment	10				
	• between 2-5 (Two years minimum requirement)	4				
	• More than 5	6				
	B-Years of IATA membership	10				
	• between 2-5 (Two years minimum requirement)	4				
	• More than 5	6				
	C- Years of experience with CASSOA and/or other major organizations	10				
	• between 2-5 (Two years minimum requirement)	4				
	• more than 5 year	6				
3.	TRAVEL AGENCIES CAPABILITY:	<u>50</u>				
	A-Size of Agency (branch offices, number of employees)	10				
	• Branch office(s) in the region	2				
	• 1- 4 travel consultants (minimum requirement)	4				
	• More than 4 travel consultants	6				
	B-Personnel Competence (average experience of managers, average experience of travel staff members)	20				
	• 5-10 years of experience for managers (5 years minimum requirement)	3				
	• More than 10 years of experience for managers 5*	7				
	• 3-5 years of experience for travel staff members (3 years minimum requirement)	4				
	• More than 5 years of experience for travel staff members	6				
	C-E-ticketing service provision	10				
	D-Reservation Booking Systems	10				
	TOTAL	100				

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

The formula for determining the financial scores is the following:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}}(1 - X)$$

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

T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Financial proposal (10%)

The weights given to the Technical and Financial Proposals are:

$T = 0.80$ and $P = 0.20$

TENDER FORM FOR A SUPPLY CONTRACT

Title of contract: **TENDER FOR PROVISION OF CATERING AND AIR TRAVEL SERVICES TO EAC CASSOA IN LOTS UNDER FRAMEWORK CONTRACTS FOR FY 2017/2018**

(Indicate the lot Number)

December 2017

**EAC CASSOA
P. O. Box 873
Plot 41/43 Circular Road
Entebbe, UGANDA**

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:

Lot no [...]: [*description of services and services with indication of quantities and origin*]

Lot no [...]: [*description of services and services with indication of quantities and origin*]

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

Lot no 1: [.....]

Lot no 2: [.....]

4 We will grant a discount of [%], or [.....] in the event of our being awarded Lot No

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

6 If our tender is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 21 of the Special Conditions.

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

[.....]

8 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 [Lot No]. 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 Agency 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 Agency.

12 We note that the Agency 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 and first 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]