

**ANNEX 11.B****Tender and Contract Award Acknowledge Certificate****This attachment must be signed and submitted with the Bid**

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex 11.C), General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached AVSI Bid Form No AVSI-IQ-2021-008, delivered to the destination specified therein.
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for without a price change up to 30% of the total quantity.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Instructions to ITB, Section 6).

2. We accept the terms and conditions set forth in the Instructions and Conditions for Invitation to Bid (Annex 11.C) and the following requirements have been noted and will be complied with where applicable:
 - a. That unless otherwise stated, the Bids per each line item shall be on a DAP (Delivered at place) Incoterms 2010 basis.
 - b. That the freight cost shall be included in the Unit price with the respective Incoterm 2010 used, which shall be the basis for delivery for any contract resulting from this ITB.
 - c. We confirm that for any offer made where the delivery destination is not as requested in the ITB, that AVSI reserves the right to disregard the offer.
 - d. That conditional Bids cannot be accepted.
 - e. That the currency of the Bid should be in USD, exclusive of VAT.
 - f. Show any discount being offered to AVSI (see Instructions to ITB, Section 3, Prices Quoted).
 - g. AVSI reserves the right, at its own discretion:
 - h. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by facsimile or email.
 - i. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered
 - j. We confirm that the validity of this offer is for 30 calendar days from the date of the ITB closure
 - k. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - l. We agree to abide by the AVSI Code of Ethics as attached as Annex 11.D and Child Protection Policy.

3. We further certify that the below mentioned company:
 - a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation

arising from a similar procedure provided for in national legislation or regulations;

- b. Has not been convicted of an offence concerning its professional conduct by a judgement, which has the force of res judicata;
- c. Has not been guilty of grave professional misconduct proven by any means;
- d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country where the contract is to be performed;
- e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities' financial interests;
- f. Has not, following another procurement procedure or grant award procedure financed by the European Community budget, been declared to be in serious breach of contract for failure to comply with our contractual obligations.

4. We are submitting this application in our own

right and/or as partner in the consortium led by _____ [insert name of the Leader] for this ITB. We confirm that we are not Bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Instructions and Conditions for Invitation to Bid (Annex 11.C). In the event that our Bid is successful, we undertake to provide the proof usual under the

law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

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

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

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

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp