邀请书

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邀请有意 Tender 提供高性能互联网服务的供应商为 EACJ 子注册机构在伙伴国的注册机构。详情请参见连接 

东非共同体（EAC）是一个由布隆迪、肯尼亚、卢旺达、坦桑尼亚和乌干达政府领导的区域组织，旨在推动东非经济、社会和政治一体化的议程。《东非共同体条约》于 1999 年 11 月签署，并于 2000 年 7 月生效。 

东非法院（EACJ 或“法院”），是东非共同体建立于第 9 条的东非共同体的机构之一。法院于 2001 年 11 月成立，法院的主要职责是确保在解释和应用条约并遵守东非共同体条约。阿鲁沙是法院的临时座地，直到高峰会决定其永久座地。东非共同体子注册机构在伙伴国家的首都内华达法院的所在地。法院的总统和首席法官是法院所在地的居民。 

东非共同体希望邀请有兴趣的服务提供商为东非共同体子注册机构在伙伴国提供专用宽带互联网连接。详情请参见连接 

欲下载详细提案文件，投标方必须访问 EAC 网站 www.eac.int- Link “Tenders” 或联系提供以下地址。 

1) 招标方将提供以下信息：公司名称、物理和邮政地址、当前交易许可证、注册/成立证书、税号和增值税证书。 

2) 投标将用美元 (US$) 报价，并应包括 VAT，适用于该价格。东非共同体不会支付或报销任何由任何有意投标的实体因响应此招标而产生的任何费用。 

3) 任何澄清请求必须在投标截止日期前至少 3 天内以书面形式提交给东非共同体。 

4) 该招标包括一个单一的栏目。 

5) 交付必须在合同签署后 30 天内完成。 

6) 投标截止日期是星期四，2015 年 3 月 12 日上午 11:00，随后立即公开开标。
(8) Please note, the Community is not bound to accept the lowest or any other bid and any canvassing will be used as ground for disqualification.

(9) Sealed bids must be submitted in one original and two copies filled according to schedule of requirements and price attached as Appendix.

(10) Submit your sealed bids in plain envelope, clearly marked “INVITATION TO TENDER FOR THE SUPPLY OF HIGH PERFORMANCE INTERNET SERVICES FOR EACJ SUB REGISTRIES IN THE PARTNER STATES” The bid must be accompanied with a non-refundable tender fee of USD 100 in Bankers Cheque. Cash payment can be made to the Cashier at the EAC headquarters (Copy of the receipt should be included into the tender document). The bid should be addressed and submitted to:

The Secretary Procurement Committee, East African community,
EAC Close, Ground Floor, Secretariat Wing, EAC Complex
P. O. BOX 1096, Arusha, Tanzania

E-mail- eac@eachq.org/ eacprocurement@eachq.org

Fax +255 27 2162190 Tel +255 27 2162100

The bankers’ Cheque should be drawn to: East African Community Secretariat.

Clarifications or any changes, modifications or withdrawal in regard to this tender shall be communicated on the EAC Website.
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A. Instructions to Tenderers

1.0 Introduction

In submitting a tender, the tenderer 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.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. 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 dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

2.0 Goods and services to be provided

1.1. The subject of the contract is the provision of private point-to-point and Internet services delivery by the Contractor of the following items/services (Annex II).

1.2 The goods and services must comply fully with the specifications set out in the tender dossier and conform in all respects with the instructions.

3.0 Participation

3.1. Participation in tendering is open on equal terms 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 of 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 repeat offence within five years of the first infringement.

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

4.1 When submitting this tender, the tenderer must state expressly that all the goods and associated services satisfy requirements concerning origin and must state the respective countries of origin. Additional information may be requested in this connection.

4.2 Contractors must present a certificate of origin to the Community when bringing goods into the EAC State, when provisional acceptance of the goods takes place or when the first invoice is presented. Which of these options is to apply shall be specified in the contract concerned.

4.3 Certificates of origin must be made out by the competent authorities of country of origin of the goods or supplier and comply with the international agreements to which that country is a signatory.

5.0 Type of contract

Lump sum contract

6.0 Currency

Tenders must be presented in USD (United States Dollars)

7.0 Lots

This tender procedure consists of a single lot.

8.0 Period of validity

8.1. Tenderers shall be bound by their tenders for a period of ninety (90) days from the deadline for the submission of tenders.

8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the EAC may request Tenderers to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, the Tenderer granting the request shall also extend the bid security for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its bid security. A tenderer granting the request shall not be required or permitted to modify its bid.

8.3. The successful tenderer will be bound by his tender for a further period of sixty (60) days following Receipt of the notification that he has been selected.

9.0 Tender Security- NOT APPLICABLE TO THIS TENDER

9.1 The Tenderer shall furnish as part of its bid, at the option of the EAC, the original of a tender security using the relevant form. The tender security amount and currency shall be 2% of the bid sum.

9.2 The tender security shall be a demand guarantee in any of the following forms at the Tenderer’s option:
(i) an unconditional guarantee issued by a bank or surety;
(ii) an irrevocable letter of credit; or
(iii) a cashier’s or certified check;
From a reputable source from an eligible country.

9.3 The tender security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested.

9.4 Pursuant to the option stipulated at 9.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Purchaser as non-responsive.

9.5 If a tender security is specified, the tender security of unsuccessful tenderers shall be returned as promptly as possible upon the successful tender furnishing of the performance security.

9.6 The tender security of the successful Bidder shall be returned as promptly as possible once the successful tenderer has signed the Contract and furnished the required performance security.

9.7 The tender security may be forfeited
   a) if a Tenderer withdraws its tender during the period of tender validity specified by the tendered in the Letter of tender or
   b) if the successful tenderer fails to:
      (i) sign the Contract in accordance or
      (ii) furnish a performance security

10.0 Language

10.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Community must be written in the language of the procedure.

10.2 Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.
11.0 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 dossier and be sent to the following address:

The Secretary Procurement Committee,  
East African Community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex  
P. O. BOX 1096, Arusha, Tanzania  
E-mail: eac@eachq.org, eacprocurement@eachq.org  
Fax + 255 27 2162190  
Tel + 255 27 2162100  

Tenders must comply with the following conditions:

11.1 All tenders must be submitted in one original, marked “original”, and two copies signed in the same way as the original and marked “copy”. All tenders must be received at the, East African Community Secretariat Complex Arusha before the deadline date and time, by courier, registered letter or hand-delivered.

11.2 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 dossier.

12.0 Content of tenders

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

A bid consisting of:

(a) A detailed description of the goods tendered in conformity with the specifications, including any documentation required.

(b) A statement by the tenderer attesting the origin of the goods tendered (or other proofs of origin).

13.0 Pricing

13.1 Tenderers 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.

13.2 Depending on whether the items proposed are manufactured locally or are to be imported into the country of the contracting authority, tenderers must quote, by lot, unit (and overall) prices for their tenders.

13.3 The prices for the contract are fixed and not subject to revision.

13.4. The prices should clearly indicate tax rates applicable for respective goods,
14.0 Additional information before deadline for submission of tenders

The tender dossier 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 dossier, 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 3 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

The Secretary Procurement Committee,
East African Community, EAC Close
Ground Floor, Secretariat Wing, EAC Complex
P. O. BOX 1096, Arusha, Tanzania
E-mail- eac@eachq.org/ eacprocurement@eachq.org
Fax + 255 27 2162190
Tel + 255 27 2162100

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 3 days before the deadline for submission of tenders. No further clarification will be provided after this date.

15.0 Clarification meeting / site visit

A pre-bid conference will be held on …. at the EAC Secretariat headquarters in Arusha, Tanzania. Bidders are strongly encouraged to attend, however Bidders will not be penalized for non-attendance. Not Applicable

16.0 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.

17.0 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.

18.0 Ownership of tenders

The Community retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.
19.0 Joint venture or consortium

19.1 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 partner must sign the tender and shall be jointly and severally liable for the tender and any contract. Those partner shall designate one of their number 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.

19.2 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 Community 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.

20.0 Opening of tenders

20.1 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.

20.2 The tenders will be opened in public session on Thursday, 12th March 2015 at 11:15 am local time at the East African Community Secretariat, Complex, Arusha by the committee appointed for the purpose.

20.3 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 Community may consider appropriate may be announced.

20.4 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.

20.5 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.

20.6 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 Community in its decision concerning the award of the contract will result in the immediate rejection of his tender.

20.7 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.

21.0 Evaluation of tenders

21.1 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 dossier. A tender is deemed to comply if it satisfies all the conditions, procedures
and specifications in the tender dossier 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 dossier, limit the rights of the Community 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 dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

22.0 Detailed evaluation

22.1 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.

22.2 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.

23.0 Financial evaluation

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:

(a) Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

(b) 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.

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

24.0 Award criteria

The award criteria will be the quality, delivery times, after sales services, warranty and price. The contract will be awarded to the lowest compliant tender.

25 Signature of the contract and performance guarantee

25.1 Within 30 days of receipt of the agreement, the successful tenderer must sign and date the contract, return it to the Community and furnish the performance security. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

25.2 If the successful tenderer fails to sign and return the contract and the performance security required within 30 days after receipt of notification, the Community may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's
right to seize the bid security, 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.

26.0 Ethics clauses

26.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Community 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.

26.2 Without the Community’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.

26.3 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.

26.4 The Contractor must at all times 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 Community in any way without its prior written consent.

26.5 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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 Community may, for any injury it suffers as a result, terminate the contract without further notice and without the supplier having any claim to compensation.

26.10 The Community 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 Community 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.

26.11 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.

26.12 Such 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.

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

26.14 Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

27.0 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:

(a) 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;
(b) the economic or technical parameters of the project have been fundamentally altered;
(c) exceptional circumstances or force majeure render normal performance of the project impossible;
(d) all technically compliant tenders exceed the financial resources available;
(e) There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Community 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 Community has been advised of the possibility of damages. The publication of a procurement notice does not commit the Community to implement the programme or project announced.
B. Annexes
CONTRACT FOR THE SUPPLY OF HIGH PERFORMANCE INTERNET SERVICES FOR EACH SUB REGISTRIES IN THE PARTNER STATES

CONTRACT REFERENCE:

CONTRACT FOR:

PRODUCTS TO BE PROVIDED:  SUPPLY OF HIGH PERFORMANCE INTERNET SERVICES FOR EACH SUB REGISTRIES IN THE PARTNER STATES

CLIENT:  East African Community

SUPPLIER:

AMOUNT:

SOURCE OF FUNDING:

SUPPLY, INSTALLATION, TESTING, COMMISSIONING:

DELIVERY LOCATION:
SECTION 1
GENERAL CONDITIONS

GENERAL CONDITIONS OF CONTRACT

Definitions

In this Contract, the following terms shall be interpreted as indicated:-

1. “The Contract” means the agreement entered into between EAC and the supplier, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.


3. “The Goods” means all of the equipment, machinery, and/or other materials, which the supplier is required to supply to the Client under the Contract.

4. “EAC” means East African Community

5. “The supplier” means the individual or firm supplying the Goods under this Contract.

6. “The Client” means the organization procuring the goods/equipment.

7. “The Services” means those services ancillary to the supply of the goods, such as transportation and insurance, and any other related services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the supplier covered under the contract.

8. "Project Board" is composed of members from the Executive teams of East African Community and Trade Mark East Africa.
This is an Agreement between …………………. (Hereinafter called the “Supplier”) and the East African Community – Arusha, P. O Box 1096 Arusha – Tanzania, Afrika Mashariki Road (hereinafter called the “Client”) to supply the designated products to East African Community Secretariat. The terms of the agreement are as follows:

Article 1: PURPOSE AND PRINCIPLES OF THE AGREEMENT

The Agreement sets out the terms under which the Client is receiving the products provided by the Supplier. It comprises of four sections; the first containing the General conditions, the second containing the special conditions, third containing the technical specifications and the fourth section containing the price schedule.

The Supplier undertakes to deliver to the Client the products in accordance with their bid thereof. Having accepted the offer made by the Supplier, EAC agrees to pay the former a total price of ………………………

There is no employer/employee relationship either actual or implied.

1. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications Section 3.

2. Enforceability of the Contract

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 this contract.

3. Use of Contract Documents and Information

The Supplier shall not, without EAC’s prior written consent, disclose the Contract, or any provision, specification, plan, drawing, pattern, sample, or information furnished by or on behalf of EAC.

4. Patent Rights

The supplier shall indemnify EAC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in EAC’s countries of operation.

5. Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful supplier shall furnish to EAC the performance security in the amount of US Dollars 180,000 as further specified in Special Conditions of Contract. The performance security shall be payable to EAC as compensation for any loss resulting from the supplier’s failure to complete its obligations under the Contract.

a) The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to EAC and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank acceptable to EAC.
b) The performance security will be discharged by EAC and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the Contract, including any warranty obligations, under the Contract.

6. Inspection and Tests

The Client or their authorised agents shall have the right to carry out inspection of the products to determine their conformity with the technical specifications as laid down in the tender document and/or the bidder’s offer. All goods supplied must be new, free of defect and manufactured recently. Used and/or refurbished goods or components will be automatically rejected.

a) The inspections and tests may be conducted in the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.

b) Should any inspected or tested goods fail to conform to the Specifications, the Client shall reject the goods, and the supplier replaces the rejected goods at no cost to EAC.

7. Prices

Prices charged by the Supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

8. Assignment

The tenderer shall not assign, in whole or in part, its obligations under this Contract, except with EAC’s prior written consent.

9. Subcontracts

The Supplier shall notify EAC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

10. Duration

The Agreement shall remain in force for the entire period of the project, which is one year.

11. Termination

EAC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, shall terminate this Contract in whole or in part if the Supplier fails to deliver any or all of the goods within the periods specified in the Contract or fails to perform any other obligation(s) under the Contract.
12. Delivery and Reception

The Supplier is responsible for delivering the products specified in Section 3. The products must be delivered, installed, tested and commissioned within one year from the contract signature date.

a) The Client or his authorised representative shall be responsible for providing the premises for the receipt and inspection of the products. The Client or his authorised representative will deliver an acknowledgement of delivery when products are proven to be compliant both in quantity and description with the items listed in Section 3 of this agreement.

b) The Supplier is responsible for installing and testing the products specified in Section 3. The Client or his authorised representative will deliver a certificate of acceptance when products are proven to be fully functional as per the product specifications specified in the bidder’s offer and technical specifications laid down in the RFQ.

13. Payment

The total cost of the products and related services shall be paid 30 days after receipt of an invoice by EAC and is conditional on satisfactory delivery/installation of the products and the issue of the certificate of acceptance by the Client. All invoices will be in United States Dollars addressed to EAC.

a) Payment will be authorised by EAC only after certification of receipt of the products by the Client.

b) In certain circumstances an advance payment may be agreed but all such advance payments shall be covered by a bank guarantee provided by a bank and in a form acceptable to the Client and EAC that shall be released upon delivery of that part of the products or related services covered by the advance payment.

14. Supplier Equipment

Any equipment provided by the Supplier and that ownership of which is not transferred to the Client at the completion of the agreement shall be the sole responsibility of the Supplier and shall be removed from the Client’s premises within one week of the completion of the agreement.

15. Insurance

The Supplier undertakes to have in place all legally required insurances throughout the entire duration of this agreement as well as any other specific insurance required by the Client as advised to the Supplier prior to signature of the agreement. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery.

16. Invoicing

The Supplier’s request for payment shall be made to EAC in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, upon fulfillment of all other obligations stipulated in the Contract.
The suppliers invoice shall include all taxes, duties, licenses fees etc., incurred until delivery of the contracted Goods and related services to EAC

17. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, EAC shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 1% for every week’s delay of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.

In the case of non-performance by the Supplier after the application of the maximum fine, the Client shall have all rights, after giving written notice to the Supplier, to:

a) Exercise any performance guarantee;
b) Terminate the contract; and
c) Enter into a contract with a third party at the Supplier’s cost.

18. Bankruptcy

If the Supplier shall become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or commence winding up proceedings (not being a member’s voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under a receiver for the benefit of its creditors or any of them, EAC shall be at liberty either:

a) To terminate the Agreement forthwith by notice in writing to the bankrupt or insolvent party or to the Receiver or Liquidator or to any other person in whom the rights of the Supplier may become vested, or to
b) Give such receiver, Liquidator or other person the option of continuing the Agreement subject to such person providing a guarantee for the due and faithful performance of the Agreement within a period to be agreed.

19. Force Majure

In the event of force majeure, the Supplier shall be entitled to an extension of delivery time equivalent to the period of delay. Force majeure is understood to include but not be limited to natural catastrophes, civil wars, and any circumstances that could not reasonably have been foreseen by a competent Supplier.

The Supplier shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20. Full Agreement

The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Contractor’s Bid
(b) The letter of Acceptance
(c) The General Conditions of Contract
(d) The Special Conditions of Contract (SCC);
21. **Limitation**

This agreement constitutes the entire rights and obligations under this contract. There are no additions, deductions or alterations except upon the written agreement of both parties.

22. **Liability and Indemnity**

The EAC will not, except to the extent required by law, incur any liability for any loss, damage, death or injury whatsoever or suffered by the Supplier or any of his employees, agents or associates arising out of or in connection with this Agreement.

The Supplier shall indemnify the EAC in respect of any claims against the Consultant which may arise from any negligent performance of his duties under the Agreement and from any willful misconduct by the Consultant, his employees, agents or associates.

22. **Applicable Law and Language**

The language of the contract and the applicable law governing the contract shall be English and the Laws of Tanzania respectively unless otherwise stated.

23. **Dispute Resolution**

EAC and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

If the dispute cannot be settled amicably the same shall be referred to East African Court of Justice by either party for settlement.

24. **Joint venture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

25. **Taxes and Duties**

A supplier shall be entirely responsible for all taxes, duties etc incurred until delivery of the contracted goods to the purchaser.

26. **Risk and Title**

Risk and title for the goods shall pass upon delivery to the client site as defined in this contract.
27. Confidentiality

The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the EAC in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

28. Warranty

a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

b) The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

c) This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or any other time period indicated in the SCC.

d) EAC shall promptly notify the Supplier in writing of any claims arising under this warranty.

e) Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

f) If the Supplier, having been notified, fails to remedy the defect(s) within, 21 days, EAC may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which EAC may have against the Supplier under the Contract.

g) Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate in this contract without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

29. Extension of Time

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify EAC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, EAC shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
30. **Transportation**

The Supplier is required under the Contract to transport the Goods to the final destination. Transport to such final destination including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and related costs are deemed to be included in the Contract Price.

31. **Effective Date of the Contract**

This contract takes effect on the date that the last of the undersigned signatories attaches their signature.

32. **Signatures**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of the East African Community

[Authorized Representative]

In presence of ……………………………………………………………………….

The

[Authorized Representative]

In presence of ……………………………………………………………………….
Annex II: General Bidder Qualifications

The Bidder should meet/submit the following:

(I) Mandatory

(a) Submit the Registration Certificate;
(b) Submit a Valid Business License;
(c) Submit a Tax Clearance Certificate;
(d) Submit a TIN/PIN and a VAT certificate;
(e) Submit prices that are inclusive of VAT and all other applicable taxes;
(f) Indicate Bid validity period in the Proposal; and
(g) Indicate Delivery/implementation period in the Proposal.

(II) Optional

(a) Own an established Network Support Centre in any one or more of the EAC member states; and
(b) Have a presence, either directly or through partnerships, in each of the five EAC Partner states (Burundi, Rwanda, Kenya, Tanzania, and Uganda)
ANNEX III: TECHNICAL SPECIFICATIONS FOR THE SUPPLY OF HIGH PERFORMANCE INTERNET SERVICES FOR EACJ SUB REGISTRIES IN THE PARTNER STATES

1 Background

The East African Community (EAC) is the regional intergovernmental organization of the Republics of Kenya, Uganda, the United Republic of Tanzania, Republic of Rwanda and Republic of Burundi with its headquarters in Arusha, Tanzania.

Strengthening the institutional capacity of the EAC, at both the national and regional levels, is a key strategic objective of the EAC. Improving the speed and efficiency of communications among EAC institutions, Partner States and development partners is an integral component of this process.

The East African Court of Justice (EACJ or ‘the Court’), is one of the organs of the East African Community established under Article 9 of the Treaty for the Establishment of the East African Community. The Court was established in November 2001, the Court’s major responsibility is to ensure the adherence to law in the interpretation and application of and compliance with the EAC Treaty. Arusha is the temporary seat of the Court until the Summit determines its permanent seat. The EACJ sub-registries are available in all five Partner States’s Capitals at the premises of the respective National Courts. The President of the Court and the Principal Judge are residents at the seat of the Court in Arusha.

The Court wishes to establish and operate an online court management system between its headquarters and the Partner States to facilitate its core business needs. To this effect, a court case management system has been procured and installed at the EAC Headquarters in Arusha and also at the Partner States capitals in Bujumbura, Dar es Salaam, Kampala, Kigali, and Nairobi.

The EACJ now wishes to engage a broadband connectivity provider to establish a high end internet service between its Headquarters in Arusha Tanzania and the sub registries in the five Partner States (Burundi, Rwanda, Kenya, Tanzania< Uganda) to facilitate its core business needs.

2 Description of the Internet Connectivity requirement

The East African Court of Justice has been relying on the support of National courts offices for Internet provision to our sub-registry offices. It has however been unreliable in some instances when sub-registries connect to our newly installed court management system as a result of poor internet performance. However, through procurement and installation of the EACJs own dedicated internet connection to our sub registries, we forecast a more seamless connection between EACJ headquarters based in Arusha, Tanzania and our offices (sub registries) in the EAC Partner States.

3 Broadband Connectivity for the EACJ sub registries

3.1.1 Band width requirements

From the foregoing, Internet service connectivity shall comprise the following:

(i) Dedicated High performance internet services

(ii) Minimum bandwidth capacity 2mbps

(iii) Fiber is the most preferred choice, with the wireless connectivity as an alternative redundant link. Primary medium is Fiber connection. The medium to be provided will depend highly on the existing technological infrastructure at the sub registry offices

(iv) Wireless equipment/fiber optic, installation, configuration and internet set up

(v) Five (5) Cisco Routers 881 CISCO ROUTERS 881

(vi) Complete with wireless equipment/installation, configuration setup and commissioning
(vii) UPS 1KV , Quantity –Five (5)
(viii) Specifications **AVS 3 PHASE CONTROLLER**

Protects from over voltage and under voltage on any one of the three phases as well as loss of one or more phases

**AVS15 Micro Product Specifications**

*Please check the above details with your local distributor*

**Max Power** 30 Amps

**Wait Time** Adjustable from 10 seconds to 10 minutes

**Ideal For** Air-conditioners, large fridge/freezers, whole office, and complete circuits

**Weight** 600gm

**Dimensions** 230 x 134 x 54mm

### 3.1.2 Locations

The Locations shall be as in the table below;

<table>
<thead>
<tr>
<th></th>
<th>Supreme Court</th>
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<tbody>
<tr>
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<td>(Parquet)</td>
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<td>A côté du Building des Finances</td>
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<td></td>
<td>Bureau No 15</td>
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<tr>
<td></td>
<td>Bujumbura, Burundi</td>
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<tr>
<td><strong>KENYA</strong></td>
<td>Milimani Courts</td>
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<tr>
<td></td>
<td>Constitution and Human Rights Division, Milimani Courts</td>
</tr>
<tr>
<td></td>
<td>2nd floor, Room 269</td>
</tr>
<tr>
<td></td>
<td>Nairobi, Kenya</td>
</tr>
<tr>
<td><strong>RWANDA</strong></td>
<td>High Court</td>
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<tr>
<td></td>
<td>High Court of Rwanda</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 2179</td>
</tr>
<tr>
<td></td>
<td>Kigali, Rwanda</td>
</tr>
<tr>
<td><strong>TANZANIA</strong></td>
<td>Court of Appeal</td>
</tr>
<tr>
<td></td>
<td>Court of Appeal building, Dar-es-Salaam</td>
</tr>
<tr>
<td></td>
<td>Main Registry</td>
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<td></td>
<td>P.O. Box 9004</td>
</tr>
<tr>
<td></td>
<td>Dar-es-Salaam, Tanzania</td>
</tr>
<tr>
<td><strong>UGANDA</strong></td>
<td>Supreme Court</td>
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<td></td>
<td>Supreme Court of Uganda</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 6679</td>
</tr>
<tr>
<td></td>
<td>Kampala, Uganda</td>
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</tbody>
</table>

**NB:** Bidders must indicate clearly;
- All Installation costs for the respective five sites
- the monthly bandwidth subscription costs for each location, five (5) for a period of up to **One (1) year or maximum two**

### 3.1.3 Service Requirements

The Provider shall:

(a) Provide high quality internet connectivity as described above. Optical fibre links are preferred and each link shall have both a primary and back-up link;

(b) Have a presence, either directly or through partnerships, in each of the five EAC Partner states (Burundi, Rwanda, Kenya, Tanzania, and Uganda)

(c) Commit to negotiate and conclude a Service Level Agreement (SLA) with EAC. The SLA will contain, among others, details of the Quality of Service (QoS) parameters for the connectivity. A sample SLA is attached on Annex VIII

### 4 Deliverables

The Provider should:

(a) Specify how it will provide internet connectivity as described above for a period of 2 years

(b) Describe, in detail, terms of SLA for Internet connectivity to govern the service.

(c) Describe the key features of the Web portal for accessing the service provider’s network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results

### 5 Delivery schedule

The Provider shall prepare a schedule containing the requisite activities for delivering the service and the timeframes for each activity.

### 6 Provider capacity

6.1 The Provider shall provide the profiles of its key personnel that will be responsible for the design and delivery of the service.

6.2 List of Reference Sites

(a) The bidder should submit at least three (3) sites where they have installed and commissioned similar ICT infrastructure in the last three years.

(b) The bidder should indicate the name of the organization, physical address, contact person, contract sum, contract period and a description of the network infrastructure deployed. Include three referees for any independent sub-contractors proposed. The EAC Secretariat reserves the right to visit any of the declared sites without reference to the bidder.
Annex IV: Evaluation Scores

1. Preliminary Evaluation

2. Adequacy of the Technical proposal  60
   (a) Broadband Connectivity Infrastructure  30
   (b) Bandwidth Requirements  10
   (c) Service Requirements  20

3. Deliverables  15
   (a) Managed Service  05
   (b) Service Level terms  05
   (c) Monitoring tools  05

4. Delivery Schedule  05

5. Provider Capacity  20
   (a) Organization and staffing  05
   (b) Key professionals  10
   (b) Experience of the Firm relevant to the assignment  05

Total (1 + 2 + 3 + 4 + 5)  100

6. Post Qualification

Post qualification evaluation may be conducted on the highest ranked bidder. As additional post qualification measures, the service (or components/parts of it) offered by the highest ranked bid may be subjected to the following tests and performance benchmarks prior to Contract award: Simulation demonstration tests and site visits of locations where a similar service offered by the bidder is in operation.
## Annex V: Bidder Schedules

### V-1: Bidder Information Sheet

<table>
<thead>
<tr>
<th>Date</th>
<th>Tender No</th>
<th>Page</th>
<th>of</th>
<th>Pages</th>
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<td>3</td>
<td>Year of Registration</td>
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<td>Address</td>
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<td>Name</td>
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<td>Address</td>
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<td>Telephone/ Fax Numbers:</td>
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<td>5.1.4</td>
<td>Email Address</td>
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</table>

Attached copies of original documents of Incorporation or Registration and financial statements
## V-2: Bidder Experience Record Sheet

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<th>Page</th>
<th>of</th>
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### Similar Assignment Record in the Region (Up to five most recent)

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### Current Similar Assignment Commitments

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<td>Email Address</td>
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<tr>
<td></td>
<td>Attached copies of original documents of Incorporation or Registration and financial Statements</td>
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</table>
### V-4: Bidder Key Personnel Summary Sheet

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<th>of</th>
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<td>Overall Team Leader at EAC headquarters (Attach detailed Curriculum Vitae)</td>
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<td>Highest Qualification</td>
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<td>Years of Work Experience</td>
<td>5.4</td>
<td>Years with similar Assignments</td>
<td></td>
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<tr>
<td>6</td>
<td>Uganda Team Leader (Attach detailed Curriculum Vitae)</td>
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<tr>
<td>6.1</td>
<td>Name</td>
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<tr>
<td>6.2</td>
<td>Highest Qualification</td>
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<tr>
<td>6.3</td>
<td>Years of Work Experience</td>
<td>6.4</td>
<td>Years with similar Assignments</td>
<td></td>
</tr>
</tbody>
</table>
### Annex VI: Financial Schedules

**VI-1 Bid Prices as read out from Bidders Bid Form**

<table>
<thead>
<tr>
<th>Bidder Identification</th>
<th>Read-out Bid Price(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Country</td>
</tr>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
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<td>9</td>
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<td>10</td>
<td></td>
</tr>
</tbody>
</table>
### VI-2: Bid Prices as Recorded in from Bidder Proposal

<table>
<thead>
<tr>
<th>Bidder Identifications</th>
<th>Supply &amp; Installation &amp; Recurrent Costs Prices(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
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</tbody>
</table>

**Bidders should clearly indicate:**

- Installation costs
- the monthly band width subscription costs for each location five (5) for a period of one (1) year
### VI. 3 Bid Examination and Evaluation

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Currency</th>
<th>Total</th>
<th>Rate</th>
<th>Converted</th>
<th>Evaluated</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>4.</td>
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<td>7.</td>
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</table>

**For each bidder, provide supporting schedules for:**

1. Corrections made to the amount (if any)
2. Discounts provided (if any)
3. Evaluated Total

Exchange Rate will be based on Central Bank of Tanzania mean exchange rate.
# Annex VII: Bid Security Form - NOT APPLICABLE TO THIS TENDER

<table>
<thead>
<tr>
<th>Form of Bid Security (Bank Guarantee)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beneficiary:</strong></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td><strong>BID GUARANTEE No:</strong></td>
</tr>
</tbody>
</table>

| We have been informed that __________________________ (hereinafter called “the Bidder”) has submitted to you its bid dated ___________ (hereinafter called “the Bid”) for the execution of ________________ under Invitation for Bids No. ___________ (“the IFB”). |

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ____________________ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ___________ (____________) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

| **Signature(s):**                     |
Annex VIII: Tender Form for a Supply Contract

Title of contract: INVITATION TO TENDER FOR THE SUPPLY OF HIGH PERFORMANCE INTERNET SERVICES FOR EACJ SUB REGISTRIES IN THE EAC PARTNER STATES

February, 2015

East African Community
PO Box 1096
Arusha Tanzania

1 SUBMITTED BY

<table>
<thead>
<tr>
<th>Name(s) of tenderer (s)</th>
<th>Nationality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader*</td>
<td></td>
</tr>
<tr>
<td>Partner 2*</td>
<td></td>
</tr>
<tr>
<td>Etc … *</td>
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</tr>
</tbody>
</table>

* 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)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
</table>

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:

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

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

[description of goods and services with indication of quantities and origin]

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

3.4 We will grant a discount of [%], or [……………] in the event of our being awarded the contract.
3.5 This tender is valid for a period of [………] from the final date for submission of tenders, i.e. until [././.].

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

3.7 Our firm/company [and our subcontractors] has/have the following nationality:
[……………………………………………………………………]

3.8 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].

3.9 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.

3.10 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.

3.11 We will inform the Community 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 Community.

3.12 We note that the Community 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]
Annex VIII: Attach Sample Service Level Agreement Quality of Service Requirements

SAMPLE TERMS

(i) Measurement of the above performance metrics is to be done by the EAC Secretariat using an in-house network management solution, and system generated monthly reports from this solution used to assess compliance with the SLA, and to enforce it.

(ii) The ISP must have a network management tool for monitoring service availability, delay, jitter and packet loss rate for the Managed WAN Service, to proactively detect outages and performance degradations that violate the above service performance thresholds.

(iii) The ISP must provide a Proactive Outage Notification Service to the EAC. The service provider shall be in compliance with this requirement if it notifies the Client’s primary Point of Contact through email and SMS, within 15 minutes of an outage being detected by the Monitoring tool, and issues a trouble ticket for the outage.

(iv) In the event that any of the above Managed Internet connectivity service level objectives for one-way delay, jitter, packet loss, and proactive outage notification is not met for a given month, then the EAC shall be entitled to a rebate of 10% on the net monthly usage charge for the affected site.

(v) Agree to a test period of the service for at least 3 months.

(vi) Single point of contact for all technical and administrative communications.

(vii) Last Leg connectivity will be Gigabit Ethernet RJ45.

(viii) All necessary hardware should be provided by supplier to terminate the connectivity

(ix) Supplier must provide separate pricing for: One Time Installation cost, recurring cost for P2P/MPLS link and Recurring cost of Internet Link.

(x) Preferred connectivity for the Main Link should be Fibre Optic and Backup Link should also be Fibre and Microwave where Fibre is not available.

(xi) Last mile redundancy (two independent fiber links or WiMax, where applicable)

(xii) Proof of security within the private network

(xiii) Proof of redundancy in marine and terrestrial fiber cable