Date: 8th May 2015

Tender No.: EAC/SUPLS/14-15/00074/75/76

INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF ICT EQUIPMENT AND FURNITURE FOR EAST AFRICAN COURT OF JUSTICE, ARUSHA, TANZANIA

The East African Community (EAC) is a regional organization mandated by the governments of Kenya, Tanzania, Uganda, Rwanda and Burundi to spearhead the East African economic, social and political integration agenda. The Treaty for the establishment of the East African Community was signed in November 1999 and entered into force in July 2000.

The Community has set aside funds and would like to invite tenders for the supply of the above mentioned items.

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 be inclusive of VAT where applicable, handling and delivery to East African Community Headquarters, Arusha, Tanzania. The Community 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 Community in writing at least Three (3) days before the deadline for submission of tenders.

4. You may tender for all lots or specific Lots but not individual items within lots.

5. A demonstration may be called upon for the provision of services of maintenance.

6. Delivery MUST be made within a maximum of three months from issue of Local Purchase Order or else the Local Purchase Order shall automatically expire.

7. The closing date is Friday, 29th May 2015 at 11:00 am immediately followed by the opening at 11.15 am

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. Tenderers may quote equivalent or superior specifications and models.
10. Bidders may be requested for repeat orders within a period of up to Three (3) months from the LPO date, in case need arises at the same terms. E.g. where a NEW requirement for I.T Equipment of a similar nature arises.

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

12. Your sealed bids in plain envelope, clearly marked “INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF ICT AND FURNITURE EQUIPMENT FOR EAST AFRICAN COURT OF JUSTICE” …………………………………MENTION LOT NUMBER and the name of your company), 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.

To download the Tender Document you can visit EAC Website www.eac.int: Link “Tenders” or Contact us on + 255 27 250 4253/8.
Clarifications or any changes, modifications or withdrawal in regard to this Tender shall be communicated on the EAC Website.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. INSTRUCTIONS TO TENDERERS</td>
<td>4</td>
</tr>
<tr>
<td>1. GOODS AND SERVICES TO BE PROVIDED</td>
<td>4</td>
</tr>
<tr>
<td>2. ORIGIN</td>
<td>4</td>
</tr>
<tr>
<td>3. TYPE OF CONTRACT</td>
<td>5</td>
</tr>
<tr>
<td>4. CURRENCY</td>
<td>5</td>
</tr>
<tr>
<td>5. LOTS</td>
<td>5</td>
</tr>
<tr>
<td>6. PERIOD OF VALIDITY</td>
<td>5</td>
</tr>
<tr>
<td>7. LANGUAGE</td>
<td>5</td>
</tr>
<tr>
<td>8. PRESENTATION OF TENDERS</td>
<td>5</td>
</tr>
<tr>
<td>9. CONTENT OF TENDERS</td>
<td>6</td>
</tr>
<tr>
<td>10. PRICING</td>
<td>6</td>
</tr>
<tr>
<td>11. ADDITIONAL INFORMATION BEFORE DEADLINE FOR SUBMISSION OF TENDERS</td>
<td>6</td>
</tr>
<tr>
<td>12. ALTERATION OR WITHDRAWAL OF TENDERS</td>
<td>7</td>
</tr>
<tr>
<td>13. COSTS OF PREPARING TENDERS</td>
<td>7</td>
</tr>
<tr>
<td>14. OWNERSHIP OF TENDERS</td>
<td>7</td>
</tr>
<tr>
<td>15. JOINT VENTURE OR CONSORTIUM</td>
<td>7</td>
</tr>
<tr>
<td>16. OPENING OF TENDERS</td>
<td>8</td>
</tr>
<tr>
<td>17. EVALUATION OF TENDERS</td>
<td>8</td>
</tr>
<tr>
<td>18. SIGNATURE OF THE CONTRACT AND PERFORMANCE GUARANTEE</td>
<td>9</td>
</tr>
<tr>
<td>19. CANCELLATION OF THE TENDER PROCEDURE</td>
<td>9</td>
</tr>
<tr>
<td>B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES</td>
<td>11</td>
</tr>
<tr>
<td>DRAFT CONTRACT</td>
<td>11</td>
</tr>
<tr>
<td>ANNEX II: PRICE SCHEDULE AND SPECIFICATIONS</td>
<td>18</td>
</tr>
<tr>
<td>EVALUATION GRID</td>
<td>29</td>
</tr>
<tr>
<td>TENDER FORM FOR A SUPPLY CONTRACT</td>
<td>32</td>
</tr>
</tbody>
</table>
A. INSTRUCTIONS TO TENDERERS

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.

1 Goods and services to be provided

The subject of the contract is the delivery by the Contractor of the following items/services (Annex II):

Lot 1: Supply and Installation of Desktops, Laptops, and UPS for EACJ, Arusha, Tanzania
Lot 2: Supply and Installation of Heavy duty Scanners and Coloured Printers for EACJ- Arusha, Tanzania
Lot 3: Supply and installation of Television sets for EACJ, Arusha, Tanzania
Lot 4: Supply and Installation of Furniture and Equipment for EACJ- Arusha, Tanzania

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

2. Participation

2.1 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 EAC Partner States.

2.2 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.

2.3 These rules apply to:

a) Tenderers

b) Members of a consortium

c) Any subcontractors.

2.4 Tenderers or candidates found guilty of making false declarations 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.

2.5 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.

3. Origin
3.1 When submitting this tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

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.

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.

4. **Type of contract**

Lump sum contract

5. **Currency**

Tenders must be presented in USD (United States Dollars)

6. **Lots**

   This tender procedure is divided into Four (4) Lots:

The subject of the contract is the delivery by the Contractor of the following items/services (Annex 1):

Lot 1: Supply and Installation of Desktops, Laptops, and UPS for EACJ, Arusha, Tanzania
Lot 2: Supply and Installation of Heavy duty Scanners and Coloured Printers for EACJ- Arusha, Tanzania
Lot 3: Supply and installation of Television sets for EACJ, Arusha, Tanzania
Lot 4: Supply and Installation of Furniture and Equipment for EACJ- Arusha, Tanzania

7. **Period of validity**

7.1 Tenderers shall be bound by their tenders for a period of 90 working days from the deadline for the submission of tenders.

7.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the Community may ask tenderers in writing for an extension of this period of 40 days.

7.3 Tenderers 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.

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

8. **Language**

8.1 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.

8.2 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.

9. **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:
Tenders must comply with the following conditions:

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

9.2. 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

9.3. 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 dossier.

10. 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)

11. Pricing

11.1. 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.

11.2. 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.

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

11.4. The prices should clearly indicate tax rates applicable for respective goods,

12. 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 Three (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.

**13. Clarification meeting / site visit**

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

**14. Alteration or withdrawal of tenders**

14.1. 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.

14.2. 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.

14.3. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period.

**15. 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.

**16. 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.

**17. Joint venture or consortium**

17.1. 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 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.
17.2 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.

18. Opening of tenders

18.1. 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.

18.2. The tenders will be opened in public session on Friday, 29th May 2015 at 11:30 am at East African Community Secretariat, Complex, Arusha by the committee appointed for the purpose.

18.3. 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.

18.4. 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.

18.5. 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.

18.6. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, or 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.

18.7. 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.

19. Evaluation of tenders

19.1. 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.
19.2 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.

19.3 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.

19.4 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.

19.5 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.

20. Signature of the contract and performance guarantee

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

20.2 If he fails to sign and return the contract and any financial guarantee required within Thirty (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 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.

21. 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 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.
The East African Community (the one part) and <Name of Contractor> (acronym) (“the Contractor”) (the other part), have agreed as follows:

INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF ICT AND FURNITURE EQUIPMENT FOR EAST AFRICAN COURT OF JUSTICE ARUSHA TANZANIA

Article 1 Subject

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

Lot 1: Supply and Installation of Desktops, Laptops, and UPS for EACJ, Arusha, Tanzania
Lot 2: Supply and Installation of Heavy Duty Scanners and Coloured Printers for EACJ - Arusha, Tanzania
Lot 3: Supply and Installation of Television Sets for EACJ, Arusha, Tanzania
Lot 4: Supply and Installation of Furniture and Equipment for EACJ - Arusha, Tanzania

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

1.3 The place of acceptance of the goods and services shall be The East Africa Community Secretariat, Complex. The time limits for delivery shall be as indicated in the bid document and thereafter, the Local Purchase Order will unless otherwise expire. 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 goods and services shall be that shown on the price schedule (Annex II). The total contract price shall be shown in USD Dollars only.
3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Community 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 and specifications (Annex II)
- Tender document (Annex III)
- 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 Community 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 Community and one original being for the Contractor.

For the Contractor For the Community
Name: Name:
Position: Position:
Signature: Signature:
Date: Date:

Endorsed for financing by the Deputy Secretary General (Finance and Administration)

Name:
Position:
Signature:
Date:
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.

For convenience the General Conditions and the Special Conditions are referred to in what follows as GC and SC respectively.

<table>
<thead>
<tr>
<th>Article</th>
<th>Definition</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Definitions</td>
<td>18</td>
</tr>
<tr>
<td>Article 2</td>
<td>Law applicable and language of the contract</td>
<td>18</td>
</tr>
<tr>
<td>Article 3</td>
<td>Order of precedence of contract documents</td>
<td>18</td>
</tr>
<tr>
<td>Article 4</td>
<td>Communications</td>
<td>18</td>
</tr>
<tr>
<td>Article 5</td>
<td>Performance guarantee</td>
<td>19</td>
</tr>
<tr>
<td>Article 6</td>
<td>Insurance</td>
<td>19</td>
</tr>
<tr>
<td>Article 7</td>
<td>Performance programme</td>
<td>19</td>
</tr>
<tr>
<td>Article 8</td>
<td>Commencement order</td>
<td>19</td>
</tr>
<tr>
<td>Article 9</td>
<td>Period of performance</td>
<td>19</td>
</tr>
<tr>
<td>Article 10</td>
<td>Delays in performance</td>
<td>19</td>
</tr>
<tr>
<td>Article 11</td>
<td>Inspection and testing</td>
<td>19</td>
</tr>
<tr>
<td>Article 12</td>
<td>General payment principles</td>
<td>19</td>
</tr>
<tr>
<td>Article 13</td>
<td>Advances</td>
<td>19</td>
</tr>
<tr>
<td>Article 14</td>
<td>Price revision</td>
<td>20</td>
</tr>
<tr>
<td>Article 15</td>
<td>Delivery</td>
<td>20</td>
</tr>
<tr>
<td>Article 16</td>
<td>Warranty</td>
<td>20</td>
</tr>
<tr>
<td>Article 17</td>
<td>Breach of contract</td>
<td>20</td>
</tr>
<tr>
<td>Article 18</td>
<td>Termination by the Community</td>
<td>20</td>
</tr>
<tr>
<td>Article 19</td>
<td>Dispute settlement</td>
<td>21</td>
</tr>
<tr>
<td>Article 20</td>
<td>Ethics clauses</td>
<td>21</td>
</tr>
<tr>
<td>Article 21</td>
<td>Administrative and financial penalties</td>
<td>21</td>
</tr>
</tbody>
</table>
Article 1 Definitions

Contracting authority: EAST AFRICAN COMMUNITY
State of Contracting authority: United Republic of Tanzania
Currency: USD Dollars

Article 2 Law applicable and language of the contract

2.1 The law of the United Republic of Tanzania 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 (Annex I)
- Price schedule and technical specifications – (Annex II)
- Tender Document- (Annex III)
- Any other document from the tenderers

Article 4 Communications

Any written communication relating to this Contract between the Community 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 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

Article 5 Performance guarantee

The Contractor shall be required to submit a performance guarantee at 10% of the contract value from a reputable Bank. The contractor is also expected to deliver goods 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 goods during transportation to the point of delivery.

Article 7 Performance programme

All goods 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 and/or on issue of the Local Purchase Order.

**Article 9  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 goods will be inspected and staged in accordance with Article 25 of the General Conditions and the practical arrangements for testing. All goods will be inspected and tested at the Stores section, of the East African Community premises.

**Article 12  General payment principles**

Payments shall be made in USD Dollars

Payments shall be authorised and made by the Community. Payments will be made in the currency of the contract upon presentation of LPO from the Community, delivery note, original invoices after delivery and certification that all goods 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 goods until provisional acceptance at destination. The goods 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 goods supplied are new, unused, of the most recent products and incorporate all recent improvements in design and materials. The Warranty on the equipment shall be at least One Year.

**Article 17  Breach of contract**

Liquidated damages shall be exacted in accordance with article 21.1

**Article 18  Termination by the Community**

This contract shall be automatically terminated if it has given risen to no payment within one year following its signing.
Article 19  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 19.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 19, a 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 Community 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 Community 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 times 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 Community 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.

20.9 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 Community 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 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.

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 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.

**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 repeat offence within five years of the first infringement.
MUST ATTACH BROCHURES FOR THE ITEMS TO BE SUPPLIED

ANNEX II: PRICE SCHEDULE AND SPECIFICATIONS

The subject of the contract is the delivery by the Contractor of the following items/services (Annex II):

**Lot 1: SUPPLY AND INSTALLATION OF DESKTOP, LAPTOPS, PRINTERS AND UPS FOR EACJ- ARUSHA, TANZANIA**

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Quantity</th>
<th>Specifications</th>
<th>Unit Price - (USD)</th>
<th>Total Price - (USD)</th>
<th>Delivery period</th>
<th>Warranty</th>
<th>After sales service</th>
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<tbody>
<tr>
<td>Particulars</td>
<td>Quantity</td>
<td>Specifications</td>
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<td>Delivery Period</td>
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<tr>
<td>1) Desktop</td>
<td>Ten</td>
<td><strong>Intel Core i7-3770 processor</strong>&lt;br&gt;3.40GHz, 8MB Cache&lt;br&gt;16GB DDR3 SDRAM system memory (expandable to&lt;br&gt;32GB)&lt;br&gt;Gives you the power to handle most power-hungry applications and tons of multimedia work&lt;br&gt;2TB SATA hard drive&lt;br&gt;Store 1,300,000 photos, 571,000 songs or 1,053 hours of HD video and more 22x DVD /-R/RW&lt;br&gt;Watch movies, and read and write CDs and DVDs in multiple formats&lt;br&gt;10/100/1000Mbps Gigabit Ethernet&lt;br&gt;Connect to a broadband modem with wired Ethernet&lt;br&gt;23” Full HD LED-backlit LCD display&lt;br&gt;Intel HD Graphics with dual monitor support&lt;br&gt;<strong>Additional Features:</strong> 19-in-1 multimedia card reader&lt;br&gt;2 x USB 3.0 ports, 6 x USB 2.0 ports, 1 x RJ-45 Ethernet port, 1 x DVI-D port, 1 x HDMI port, 3 x audio ports, 1 x PS/2 keyboard/mouse port, 1 x DSUB&lt;br&gt;2 x PCI slots, 1 x PCI Express (x4) slot, 1 x PCI Express (x16) slot, 2 x external 5.25” bays, 1 x external 3.5” bay, 4 x internal 3.5” bays&lt;br&gt;<strong>Software:</strong> Genuine Microsoft Windows 7 Ultimate Premium 64-Bit Edition. Microsoft Office Starter 2010: Includes reduced functionality versions of Microsoft Word and Excel, with advertising. PowerPoint and Outlook are NOT included. Purchase Office 2010 today and get the most out of your new PC. Norton Internet Security 2012 (30-day trial)&lt;br&gt;5GB&lt;br&gt;<strong>Support and Warranty:</strong>&lt;br&gt;Restore disc is included. 1-year Warranty parts and labor warranty.&lt;br&gt;<strong>What’s In The Box:</strong>&lt;br&gt;Power cord Wireless keyboard Wireless Mouse&lt;br&gt;Quick Start Guide&lt;br&gt;<strong>At Least One Year manufacturer’s warranty</strong></td>
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<td>Particulars</td>
<td>Quantity</td>
<td>Specifications</td>
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<tr>
<td>Desktop Computers</td>
<td>Four(4)</td>
<td>27-inch (diagonal) LED-backlit display with IPS technology; 2560-by-1440 resolution with support for millions of colors. 3.5GHz quad-core Intel Core i7 (Turbo Boost up to 3.9GHz). 8GB (two 4GB) of 1600MHz DDR3 memory; four user-accessible SO-DIMM slots, Configurable to 16GB or 32GB.1TB (7200-rpm) hard drive. FaceTime HD camera. Simultaneously supports full native resolution on the built in display and up to a 30-inch display (2560 by 1600 pixels) on an external display OS: Yosemite Support for extended desktop and video mirroring modes Support for Target Display Mode via the Thunderbolt port using a Thunderbolt to Thunderbolt cable (sold separately) Stereo speakers Dual microphones Headphone port Headphone/optical digital audio output (minijack) Support for Apple iPhone headset with microphone Apple Wireless Keyboard Full-size keyboard with 78 (U.S.) or 79 (ISO) keys, including 12 function keys and 4 arrow keys (inverted “T” arrangement) Magic Mouse Smooth, seamless Multi Touch surface with support for simple gestures (scrolling and swiping). Click and double click anywhere. Ambidextrous construction accommodates left- and right handed users. Magic Trackpad Glass Multi-Touch trackpad for precise cursor control; supports inertial scrolling, pinch and expand, swipe, three finger swipe, four finger swipe, tap, double tap, rotate, screen zoom, scroll, click and drag, click drag and lock, secondary click A and B. Wi-Fi 802.11ac Wi-Fi wireless networking; IEEE 802.11a/b/g/n compatible Bluetooth Bluetooth 4.0 wireless technology AUDIO: Headphone/SDXC card slot Four USB 3 ports (compatible with USB 2) Two Thunderbolt ports Mini DisplayPort output Support for DVI, VGA, and dual-link DVI 10/100/1000BASE-T Gigabit Ethernet (RJ-45 connector) Kensington lock slot Line voltage: 100-240V AC Frequency: 50Hz to 60Hz, single phase Operating temperature: 50° to 95° F (10° to 35° C) Relative humidity: 5% to 95% noncondensing Operating altitude: tested up to 10,000 feet</td>
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<td>Particulars</td>
<td>Quantity</td>
<td>Specifications</td>
<td>Unit Price - (USD)</td>
<td>Total Price - (USD)</td>
<td>Delivery Period</td>
<td>Warranty</td>
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<tr>
<td>2) Laptop Computers</td>
<td>Ten (10)</td>
<td>Intel Core i7 Processor; 16 GB RAM; 750 GB Hard Disk; DVD-RW/CD-RW/DVD Super Multi Drive; Network –10/100/1000 Ethernet, Built-in wireless network interface, WiFi link/Bluetooth wireless; Integrated digital media reader; Internal Modem; Full Multimedia with built-in sound and stereo speakers; pre-installed <em>Genuine</em> Windows 8 Pro with licenses. Touchscreen; 14” high-definition screen LED with integrated touch screen; Web Cam; 1 x Display / video - VGA - 15 pin HD D-Sub (HD-15), 2 x Headphones - Output - Mini-phone stereo 3.5 mm, 1 x Microphone - Input - Mini-phone 3.5 mm, 2 x Hi-Speed USB - 4 pin USB Type A, 1 x Network - Ethernet 10Base-T/100Base-TX/1000Base-T - RJ-45, 1 x Audio / video - HDMI, 2 x SuperSpeed USB - 9 pin USB Type A handwriting recognition software; Recovery CDs; MS Office Professional 2010 with licenses and media CD; Latest Antivirus preferably Kaspersky, 2 button USB scroll optic mouse (external); Mouse pad; Original carrying case; AC Power Adaptor (110-240 VAC– input); Laptop security cable lock; and all other standard accessories; <em>At Least One Year manufacturer’s warranty</em></td>
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<tr>
<td>4) UPS</td>
<td>Twenty (20)</td>
<td>APC Smart-UPS 750VA, 230V</td>
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</table>
## LOT 2: SUPPLY AND INSTALLATION OF HEAVY DUTY SCANNERS AND PRINTERS FOR EACJ- ARUSHA, TANZANIA

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Quantity</th>
<th>Specifications</th>
<th>Unit Price - (USD)</th>
<th>Total Price - (USD)</th>
<th>Delivery Period</th>
<th>Warranty</th>
<th>After sales service</th>
</tr>
</thead>
</table>
| **1) Heavy Duty Scanners**  | Six (06) | **Scan Resolution:** Hardware: Up to 600 x 600 dpi; Optical: Up to 600 dpi  
**Scan Speed ADF (A4/Letter):** Up to 60 ppm/120 ipm (b&w, grayscale, color 200 ppi; b&w, grayscale 300 ppi), Up to 45 ppm/90 ipm (color 300 ppi)  
**Scan Media Types:** Paper (plain, inkjet, photo), envelopes, labels, cards (business, insurance, embossed, plastic ID, credit) [flatbed only]  
**Maximum Scan Size (ADF):** 8.5 x 34 in (216 x 864 mm)  
**Duty Cycle:** Up to 5,000 pages  
**Standard Connectivity:** 10/100/1000 Ethernet, 1 Hi-Speed USB Host (rear), 1 Hi-Speed USB Host (walk-up), 1 Hardware Integration Pocket (HIP) Hi-Speed USB  
**Scanner Features:** Automatic Document Feeder, ENERGY STAR® qualified, Networked, Single-pass duplex                                                                 |                    |                     |                  |                  |                  |                  |
| **2) Coloured Printers**    | Ten (10) | **Heavy Duty Printers (Coloured)**  
Print speed not less than 21ppm black (letter), not less than 21ppm colour (letter)  
Print resolution up to 600 x 600 dpi, print Technology resolution not less than 3600; Display: at least 2-line LCD (text); Monthly volume: up to 40,000 pages; paper handling 50-sheet input tray

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<tr>
<th><strong>Total</strong></th>
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</table>
## LOT 3: SUPPLY AND INSTALLATION OF TELEVISION SETS FOR EACJ- ARUSHA, TANZANIA

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Quantity</th>
<th>Specifications</th>
<th>Unit Price - (USD)</th>
<th>Total Price - (USD)</th>
<th>Delivery Period</th>
<th>Warranty</th>
<th>After sales service</th>
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</thead>
<tbody>
<tr>
<td><strong>1) Television Set</strong></td>
<td>Five (05)</td>
<td>TV Set(LED flat Screen 7 Series 46inch) Wall mountable Smart TV with built-in tuner and Radio comprising of all necessary accessories and latest features (including all the necessary &amp; latest I/Os)</td>
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<tr>
<td><strong>2) Television Set</strong></td>
<td>Three (03)</td>
<td>TV Set(LED flat Screen 7 Series 55inch) Wall mountable Smart TV with built-in tuner and Radio comprising of all necessary accessories and latest features (including all the necessary &amp; latest I/Os)</td>
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<tr>
<td><strong>3) DVD Player</strong></td>
<td>Five (05)</td>
<td>DVD Player USD, DVD-Video/DVD±R/DVD±RW with accessories, Compatible with above TV</td>
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</table>
## LOT 4: SUPPLY AND INSTALLATION OF FURNITURE AND OFFICE EQUIPMENT FOR EACJ- ARUSHA, TANZANIA

<table>
<thead>
<tr>
<th>Item</th>
<th>Technical Specifications</th>
<th>Quantity</th>
<th>Delivery timeline</th>
<th>Warranty</th>
<th>Price</th>
</tr>
</thead>
</table>
| 1) Executive Office Desk | 1.5m X 1.2m, With lockable extension (side table)  
Attach brochures/pictures of proposed furniture | Ten (10) | Ex stock          | 1 year   |       |
| 2) Office Tables   | A classy beech effect desk with a panel end and inclusive 3-drawer pedestal for easy filing.  
25mm thick MFC desktop  
Beech wood finish  
Panel end  
Lockable pedestal with 3 drawers  
Foot levellers for use on uneven floor  
2 cable management ports  
**Dimensions:**  
Width – 1600mm  
Depth – 1624mm  
Height – 725mm  
Attach brochures/pictures of proposed furniture | Five (05) |                      |          |       |
<table>
<thead>
<tr>
<th>Item</th>
<th>Technical Specifications</th>
<th>Quantity</th>
<th>Delivery timeline</th>
<th>Warranty</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>3) Office Chair</td>
<td>Deep foam cushioning for maximum support and comfort.</td>
<td>Three (03)</td>
<td>Ex stock</td>
<td>1 year</td>
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<td></td>
<td>- Integral lumbar support.</td>
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<td></td>
<td>- Torsion control.</td>
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<td></td>
<td>Size: Seat 505w x 500d x 460-555h. Back: 505w 690h</td>
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<td><strong>Attach brochures/pictures of proposed furniture</strong></td>
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<tr>
<td>4) Office Book shelf</td>
<td>Glass and wood book shelf</td>
<td>Ten (10)</td>
<td>Ex stock</td>
<td>1 year</td>
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<td></td>
<td>Double Apartments with glass up and completely wooden shutters down–and lockable up and down. Colour: Coffee brown wood</td>
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<td></td>
<td><strong>Attach brochures/pictures of proposed furniture</strong></td>
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<td>Item</td>
<td>Technical Specifications</td>
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<td>Delivery timeline</td>
<td>Warranty</td>
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<tr>
<td>5) Executive High Back chairs</td>
<td>Attach brochures/pictures of proposed furniture</td>
<td>Twelve (12)</td>
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<td>6) Visitors Chairs</td>
<td>Attach brochures/pictures of proposed furniture</td>
<td>Twenty two (22)</td>
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<tr>
<td>7) Filing Cabinets</td>
<td>Attach brochures/pictures of proposed furniture</td>
<td>Ten (10)</td>
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<td></td>
<td>4 drawer steel with security locks- GREY-lockable</td>
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<tr>
<td>Item</td>
<td>Technical Specifications</td>
<td>Quantity</td>
<td>Delivery timeline</td>
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<tr>
<td>8) Executive Wardrobes</td>
<td>Two door, hanger, Coffee brown with mirror Attach brochures/pictures of proposed furniture</td>
<td>Five (5)</td>
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<tr>
<td>9) Water Dispensers</td>
<td>Colour: White Ashton Meyers M7601 Cooling Type: Electrical Hot Water Temperature: 85°C-99°C Cold Water Temperature: 10°C-15°C Mold: Plastic injection Stainless steel heating tank Auto Control system</td>
<td>Seven (07)</td>
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</table>

### Product Specifications
- **Item Number**: B27A
- **Product Description**: Electric Cooling Water Dispenser
- **FUNCTION**: Hot & Cold Water
- **Packing(cm): L*W*H**: 31*30*86
- **N.W/G.W**: 4.76KG/5.56KG
- **Voltage**: 220V/110V
- **Frequency**: 50-60Hz
- **Hot Water Temperature**: 85°C-95°C
- **Cold Water Temperature**: 10°C-15°C
- **Heating Power**: 420W
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<tr>
<th>Item</th>
<th>Technical Specifications</th>
<th>Quantity</th>
<th>Delivery timeline</th>
<th>Warranty</th>
<th>Price</th>
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<tbody>
<tr>
<td>Cold Power</td>
<td>65W</td>
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<td>Heating Ability</td>
<td>6L/H</td>
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<td>Cold Ability</td>
<td>0.8L/H</td>
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<td>Load Ability for 20'</td>
<td>330</td>
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<td>Load Ability for 40HQ</td>
<td>798</td>
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10) Heaters

Electric space heaters
Indoor
1500 Watt Electric Oil digital radiator portable
Area heated: 150 and above

**Thirteen (13)**

**NB:**

**BID EVALUATION CRITERIA**

Please indicate clearly the following information for EACH Lot;

1. Delivery Period maximum of one month from issue of LPO
2. Prices inclusive of cost of Supply, Installation, configure, testing and commissioning equipment
3. Prices inclusive of delivery to the office premises of the EACJ at the EAC Headquarters Building in Arusha, Tanzania
4. Warranty (At least one year manufacturer’s unless otherwise specified)
5. After Sales service-(maintenance plus cost where applicable)
6. Unit Price
7. Value Added Tax (VAT) where applicable
8. Total Price (should be inclusive of delivery to the East African Community Headquarters in Arusha, Tanzania)
9. Bidders may be requested for repeat orders within a period of up to 3 months from the LPO date, in case need arises at the same terms. E.g where a NEW requirement for I.T or furniture items of a similar nature arises.
10. All equipment compatible with Arusha, Tanzania power standards
EVALUATION GRID

Contract title: INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF ICT AND FURNITURE EQUIPMENT FOR EAST AFRICAN COURT OF JUSTICE- ARUSHA TANZANIA

Preliminary Evaluation

A) ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

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<thead>
<tr>
<th>Mandatory requirement (Eligibility criteria)</th>
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<tbody>
<tr>
<td>Documents that must be submitted with the QUOTATIONS are:</td>
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<tr>
<td>• Company Profile</td>
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<tr>
<td>• Registration details</td>
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<tr>
<td>• Business Licence</td>
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<tr>
<td>• Tax identification references/ Numbers</td>
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<tr>
<td>• Tax Compliance Certificate</td>
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<tr>
<td>• Consortium agreement and Manufacturers authorisation letter (Only if relevant)</td>
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<tr>
<td>• Certificate of registration</td>
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<td>• Evidence that Tender fee is submitted</td>
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<tr>
<td>• Delivery period (One month from LPO)</td>
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<tr>
<td>• Warranty (One year)</td>
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</table>

Accept/ Reject

Please note that failure to submit documents indicated above will lead to outright disqualification unless if the evaluation team deems it immaterial i.e. (disadvantage any other bidder)

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility criteria</td>
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<tr>
<td>[Complete criteria as per solicitation document]</td>
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<tr>
<td>Conclusion</td>
<td>C/NC</td>
<td>C/NC</td>
<td>C/NC</td>
<td>C/NC</td>
<td>C/NC</td>
<td>C/NC</td>
</tr>
</tbody>
</table>

KEY:
C-Compliant
NC- Non-Compliant

This preliminary examination eliminated ...... bidders because they lacked........
TECHNICAL EVALUATION CRITERIA:

1. Delivery Period maximum of one month from issue of LPO
2. Prices inclusive of cost of Supply, Installation, configure, testing and commissioning equipment
3. Prices inclusive of delivery to the office premises of the EACJ at the EAC Headquarters Building in Arusha, Tanzania
4. Warranty (At least one year manufacturer’s unless otherwise specified)
5. After Sales service-(maintenance plus cost where applicable)
6. Unit Price
7. Value Added Tax (VAT) where applicable
8. Total Price (should be inclusive of delivery to the East African Community Headquarters in Arusha, Tanzania)
9. Bidders may be requested for repeat orders within a period of up to 3 months from the LPO date, in case need arises at the same terms. E.g where a NEW requirement for I.T or furniture items of a similar nature arises.
10. All equipment compatible with Arusha, Tanzania power standards

B) DETAILED EVALUATION GRID (Must be agreed upon by members of the Evaluation Committee)

<table>
<thead>
<tr>
<th>Name of bidders</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<tr>
<th>Evaluation Criteria</th>
<th>R/NR</th>
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<tbody>
<tr>
<td>Conformity to minimum Technical specifications (MUST)</td>
<td>R/NR</td>
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</table>

<table>
<thead>
<tr>
<th>Conclusion</th>
<th>R/NR</th>
<th>R/NR</th>
<th>R/NR</th>
<th>R/NR</th>
<th>R/NR</th>
<th>R/NR</th>
</tr>
</thead>
</table>

KEY:
R- Responsive
NR-Non-responsive

This evaluation stage eliminated ........bidders because of.......
### SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Bidd er</th>
<th>Bid Curre ncy</th>
<th>Bid Total</th>
<th>Correcti ons made</th>
<th>Discou nts</th>
<th>Adjustm ents made</th>
<th>Correc ted Amoun t</th>
<th>Excha nge Rate</th>
<th>Conver ted Total</th>
<th>Evalua ted total</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>USD</td>
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</table>

### INSTRUCTIONS TO EVALUATORS

Evaluators must make an initial assessment of the quotations as a team.

Evaluator should be able to justify decisions in the report of the Evaluation Committee. The justifications must relate to the description of the User/technical needs in the specifications/terms of reference and, for the key experts, to the profile descriptions included in it. Evaluators must therefore make comments in the strengths and weaknesses boxes.

The assessments made will be discussed in the evaluation meeting(s) and each evaluator may make adjustments to the initial assessments after this discussion.

If interviews are held, evaluators must state so in the report.

**The order of the evaluation report will be as follows:**

1. EAC Logo
2. Title of the tender or procurement
3. Background of the procurement
4. Details of the evaluation committee
5. Preliminary/eligibility evaluation
6. Technical evaluation as per the table above
7. Financial comparison as per the table above
8. Recommendation
9. Table of signatures by the Evaluation Committee
**TENDER FORM FOR A SUPPLY CONTRACT**

Title of contract: INVITATION TO TENDER FOR THE SUPPLY AND INSTALLATION OF ICT AND FURNITURE EQUIPMENT FOR EAST AFRICAN COURT OF JUSTICE (EACJ) - ARUSHA, TANZANIA

(Mention the Lot Number) 

East African Community  
PO Box 1096  
Arusha Tanzania

-----------------------------------------------------------------------------------------------------------

1 **SUBMITTED BY**

<table>
<thead>
<tr>
<th>Name(s) of tenderer(s)</th>
<th>Nationality</th>
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</thead>
<tbody>
<tr>
<td>Leader*</td>
<td></td>
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<tr>
<td>Partner 2*</td>
<td></td>
</tr>
<tr>
<td>Etc … *</td>
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</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>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Fax</td>
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<tr>
<td>E-mail</td>
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</tbody>
</table>
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 dossier 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 dossier and the conditions and time limits laid down, without reservation or restriction:
   Lot no […]: [description of goods and services with indication of quantities and origin]
   Lot no […]: [description of goods and services with indication of quantities and origin]
   Lot No […]: [………………………………………………………….……]

3. The price of our tender [excluding the discounts described under point 4] is:
   Lot no 1: [……………………………………………..]
   Lot no 2: [……………………………………………..]
   Lot no 3: [……………………………………………..]

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.

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.

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 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.

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]