

**EAC**



**Bidding Document  
for  
Framework Contracts for Goods or  
Services**

**Subject of Procurement:** Tender for the various Goods and  
Services under Frame work  
Arrangements 2018

**Reference Number:** EAC/FW/18-19/00001

**Procurement Method:** Open bidding – Regional

**Date of Issue:** 24<sup>th</sup> JANUARY 2019

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# **Standard Bidding Document**

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# Section 1 Instructions to Bidders

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# Section 1. Instructions to Bidders

## A General

### 1. Scope of Bid

- The EAC invites bids for the provision of Goods or Services as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Goods or Services as specified in Section 6, Statement of Requirements, under a framework contract arrangement. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.
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- The Secretariat wishes to invite tenders for various services/supplies as indicated in the tender document for the financial year 2018/19 for a period of two years and renewable once upon agreement of both parties and satisfactory performance.
- The subject of the tender is the delivery by the Contractor of the following items as in:

#### **Goods: Annex 1:**

- Lot 01: Binding and Supplies Materials
- Lot 02: Electrical and Locks
- Lot 03: Stationery
- Lot 04: Office Consumables
- Lot 05: Computer Consumables and Accessories
- Lot 06: Printed stationery
- Lot 07: Promotional Items
- Lot 08: Promotional Items
- Lot 09: Promotional Items
- Lot 10: Corporate Promotional Items
- Lot 11: Community magazines
- Lot 12: EAC Treaty and Others
- Lot 13: Banners

#### **Services: Annex 11**

- Lot 1: Provision of Security Guard Services
- Lot 2: Courier Services – Local, Regional and Express International
- Lot 3: Provision of Catering Services for Conference and EAC Meetings
- Lot 4: Insurance Brokerage
- Lot 5: Maintenance and Repair of Motor Vehicles and Supply of Spare Parts and Accessories (Motor Vehicle Makes Toyota, Mercedes Benz and Nissan)
- Lot 6: Repairs and Maintenance of Air Conditioners
- Lot 7: Repairs and Maintenance of Servers and Core network devices
- Lot 8: Cisco Smartnet Total Care for Switches and VC/TP Equipment

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- Lot 9: Tender for Clearing and Forwarding of Goods
- Lot 10: Supply of Newspapers and Various Publications
- Lot 11: Advertising Agent for Burundi
- Lot 12: Advertising Agent for Rwanda
- Lot 13: Advertising Agent for South Sudan
- Lot 14: Supply of Ground Fuel and services
- Lot 15: Air Travel Management and Ticketing
- Lot 16: Leasing of Photocopiers and Printers:
  - Lot 16 (i): Lease of 2 Heavy Duty Photocopiers (@90cpm) For EAC Production Unit
  - Lot 16 (ii): Lease of 8 Line Printers Cum Copiers (Medium Size)
- Lot 17: ICT Equipment for Repairs and Maintenance and Centralized Data centre UPS
  - Lot 17 (i): General ICT Equipment for Repairs and Maintenance
  - Lot 17 (ii) Repairs and Maintenance and Centralized Data centre UPS
- Lot 18: **Provision of Transport Services for the EAC Secretariat, EALA and EACJ**

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

### 1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form with proof of receipt;
- (b) if the context so requires, singular means plural and vice versa; and
- (c) “day” means working day.

## 2. Source of Funds

- 2.1 The EAC has an approved budget towards the cost of the procurement named in the BDS. The EAC intends to use these funds to place a contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by the EAC for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract.

## 3. Corrupt Practices

- 3.1 EAC requires all bidders and providers to observe the highest standards of ethics during procurement and the execution of contracts. In this regard, EAC
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) ***“corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the***

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*procurement process or in contract execution; and*

- (ii) *“fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EAC, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non competitive levels and to deprive the EAC of the benefits of free and open competition;*
  - (b) will reject a recommendation for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;
  - (c) will suspend a Provider from engaging in any procurement proceedings for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract in any of the Partner States.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the EAC may terminate a contract for Goods or Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the EAC or of a Bidder or Provider during the procurement or the execution of that contract, without the EAC having taken timely and appropriate action to remedy the situation.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the EAC requires representatives of both the EAC and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct in Procurement is available at the EAC and Bidders are required to indicate their acceptance of this Code through the declarations in the Bid Submission Sheet.
- 3.5 Any communications between a Bidder and the EAC related to matters of alleged fraud or corruption must be made in writing and addressed to the Secretary General of the EAC.

### 4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the bidder has the legal capacity to enter into a contract;
  - (b) the bidder is not:
    - (i) insolvent;
    - (ii) in receivership;
    - (iii) bankrupt; or
    - (iv) being wound up
  - (c) the bidder’s business activities have not been suspended in any of the Partner States;
  - (d) the bidder is not the subject of legal proceedings for any of the

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- circumstances in (b); and
- (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions in the respective Partner State.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have controlling shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of this bid; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the EAC regarding this bidding process; or
  - (e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
  - (f) participated as a contractor or consultant in the preparation of the design or technical specifications of the Goods or services that are the subject of the bid.
- 4.5 A firm that is under a declaration of suspension by any of the public procurement regulatory authorities in any one of the Partner States in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the EAC, as the EAC shall reasonably request.

### 5. Eligible Goods or Services

- 5.1 All Goods or Services to be supplied under the Contract shall have as their country

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of origin an eligible country in accordance with Section 5, Eligible Countries.

- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as services incidental to the provision of such Goods where the value of such services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the **East African region/Partner States**, the Goods indicated in its bid.

### **B. Bidding Document**

#### **6. Contents of Bidding Document**

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

##### **PART 1 Bidding Procedures**

- Section 1. Instructions to Bidders (ITB)
- Section 2. Bid Data Sheet (BDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

##### **PART 2 Statement of Requirements**

- Section 6. Statement of Requirements

##### **PART 3 Contract**

- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods or Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 6.2 The Bid Notice or any Pre-qualification Notice is not part of the Bidding Document.
- 6.3 Bidders who did not obtain the Bidding Document directly from the EAC will be rejected during evaluation. Where a Bidding Document is obtained from the EAC on a Bidder’s behalf, the Bidder’s name must be registered with the EAC at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation



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required by the Bidding Document may result in the rejection of the bid.

### **7. Clarification of Bidding Document**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the EAC in writing at the EAC's address indicated in the BDS. The EAC will respond in writing to any request for clarification, provided that such request is received no later than the number of days prior to the deadline for submission of bids indicated in the BDS. The EAC shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the EAC deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

### **8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the EAC may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the EAC.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the EAC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

## **C. Preparation of Bids**

### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the EAC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **10. Language of Bid and Communications**

- 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.
- 10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the EAC, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

### **11. Documents Comprising the Bid**

- 11.1 The bid shall comprise the following:
- (a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) a Bid Security, in accordance with ITB Clause 21;

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- (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17 establishing that the Goods or Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods or Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document(s) required in the BDS.

### **12. Bid Submission Sheet and Price Schedules**

12.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the reference of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Goods or Services offered;
- (c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid ;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a commitment to adhere to the Code of Ethical Conduct in Procurement;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;
- (j) confirmation that the Bidder has not been suspended by the Authority;
- (k) a declaration on gratuities and commissions; and
- (l) an authorised signature.

12.2 The Bidder shall submit the Price Schedule for Goods or Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

- (a) the item number;
- (b) a brief description of the Goods or Services to be supplied;
- (c) their country of origin and percentage of local content;

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- (d) the quantity, which shall be the estimated quantity specified in Section 6, Statement of Requirements;
- (e) the unit prices;
- (f) customs duties and all taxes paid or payable in any of the Partner States;  
(NB. The EAC is tax exempt).
- (g) the total price per item;
- (h) subtotals and totals per Price Schedule; and
- (i) an authorised signature.

### **13. Alternative Bids**

- 13.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.
- 13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -
  - (a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
  - (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
  - (c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.
- 13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.
- 13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security, if so required. Such bids shall be labelled “Main Bid” and “Alternative Bid”.
- 13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

### **14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.
- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, based on the estimated quantities specified, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional and conditional discounts and the

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methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.

- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.
- 14.6 Prices quoted on the Price Schedule for Goods or Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the EAC. This shall not in any way limit the EAC's right to contract on any of the terms offered:
- (a) for Goods;
    - (i) *the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;*
    - (ii) *all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and*
    - (iii) *the total price for the item.*
  - (b) for Services;
    - (i) *the price of the Services;*
    - (ii) *all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Services, if the Contract is awarded to the Bidder; and*
    - (iii) *the total price for the item.*
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

### 15. Currencies of Bid

- 15.1 Bid prices shall be quoted in US dollars unless otherwise specified in the BDS.
- 15.2 Alternatively, the EAC may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its

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quotation, it shall as part of its offer:

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;*
- (b) justify, to the EAC's satisfaction, the requirement to be paid in the currencies requested; and*
- (c) utilise the rate of exchange specified by the EAC to express its offer in the currency required by the EAC. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty (20) days.*

### **16. Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

### **17. Documents Establishing the Eligibility of Goods or Services**

17.1 To establish the eligibility of the Goods or Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule included in Section 4, Bidding Forms.

### **18. Documents Establishing the Conformity of the Goods or Services**

18.1 To establish the conformity of the Goods or Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods or Services, demonstrating substantial responsiveness of the Goods or Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the EAC in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the EAC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

### **19. Documents Establishing the Qualifications of the Bidder**

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

### **20. Period of Validity of Bids**

20.1 Bids shall remain valid for the period specified in the BDS after the date of the bid submission deadline prescribed by the EAC. A bid valid for a shorter period shall

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be rejected by the EAC as non-compliant.

- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the EAC may request Bidders 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 in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

### 21. Bid Security

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the BDS.

- 21.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:

- (a) a demand guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified cheque; or
- (d) another security indicated in the BDS,

from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

- 21.3 Any bid not accompanied by a substantially responsive Bid Security, if one is required in accordance with ITB Sub-Clause 21.1 shall be rejected by the EAC as non-compliant.

- 21.4 The Bid Security of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided any required Performance Security.

- 21.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
  - (i) ***sign the Contract in accordance with ITB Clause 43;***
  - (ii) ***furnish any Performance Security in accordance with ITB Clause 44;***  
***or***
  - (iii) ***accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.***

### 22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and

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clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialled by the person signing the bid.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

### **D Submission and Opening of Bids**

#### **23 Sealing and Marking of Bids**

- 23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the EAC in accordance with ITB Sub-Clause 24.1;
  - (c) bear the Procurement Reference number of this bidding process; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the EAC will assume no responsibility for the misplacement or premature opening of the bid.

#### **24 Deadline for Submission of Bids**

- 24.1 Bids must be received by the EAC at the address and no later than the date and time indicated in the BDS.
- 24.2 The EAC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the EAC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **25 Late Bids**

- 25.1 The EAC shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the EAC after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **26. Withdrawal and Replacement of Bids**

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- 26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
  - (b) received by the EAC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.
- 26.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

### **27. Bid Opening**

- 27.1 The EAC shall conduct the bid opening in the presence of Bidders’ designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.
- All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.
- Only envelopes that are opened and read out at the bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security, if required; and any other details that the EAC may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The EAC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of



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the record. A copy of the record shall be distributed to Bidders and displayed on the EAC website within one working day from the date of the bid opening.

### **E. Evaluation of Bids**

#### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.
- 28.2 Any effort by a Bidder to influence the EAC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the EAC on any matter related to the bidding process, it should do so in writing.

#### **29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the EAC may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the EAC shall not be considered. The EAC's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the EAC in the evaluation of the bids, in accordance with ITB Clause 31.4.

#### **30. Compliance and Responsiveness of Bids**

- 30.1 The EAC's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods or Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Document, the EAC's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids.
- 30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the EAC and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

#### **31. Nonconformities, Errors, and Omissions**

- 31.1 Provided that a bid is substantially compliant and responsive, the EAC may waive

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- any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that a bid is substantially compliant and responsive, the EAC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially compliant and responsive, the EAC shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.
- 31.4 Provided that the bid is substantially compliant and responsive, the EAC shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the EAC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited.

### **32. Preliminary Examination of Bids – Eligibility and Administrative Compliance**

- 32.1 The EAC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods or services in accordance with ITB Clauses 4 and 5.
- 32.2 If after the examination of eligibility, the EAC determines that the Bidder's Goods or Services are not eligible, it shall reject the bid.
- 32.3 The EAC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.4 The EAC shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Bid Submission Sheet, including:
    - (i) *a brief description of the Goods or Services offered;*
    - (ii) *the price of the bid; and*

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### *(iii) the period of validity of the bid;*

- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Bidder; and
- (d) a Bid Security, if applicable.

### **33. Detailed Commercial and Technical Evaluation**

- 33.1 The EAC shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 If, after the examination of the terms and conditions, the EAC determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 The EAC shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.
- 33.4 If, after the technical evaluation, the EAC determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

### **34 Conversion to Single Currency**

- 34.1 For evaluation and comparison purposes, the EAC shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

### **35. Margin of Preference**

- 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

### **36. Financial Comparison of Bids**

- 36.1 The EAC shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a bid, the EAC shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.3 The EAC's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods or Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.
- 36.4 To financially compare bids, the EAC shall:

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- (a) determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;
- (b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;
- (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);
- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
- (e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;
- (f) convert all bids to a single currency in accordance with ITB Clause 34;
- (g) apply any margin of preference in accordance with ITB Clause 35;
- (h) determine the total evaluated price of each bid.

### **37. Determination of Best Evaluated Bid(s)**

37.1 The EAC shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

### **38. Post-qualification of the Bidder**

38.1 The EAC shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the EAC shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

### **39. EAC's Right to Accept or Reject Any or All Bids**

39.1 The EAC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **F. Award of Contract**

### **40. Award Procedure**

40.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder, place such Notice on public display for a prescribed period and copy the Notice to all Bidders prior to proceeding with contract award.

## **Part 2: Section 6. Statement of Requirements**

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- 40.2 The EAC shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.3 The Contract shall be a Framework Contract and shall not be obliged to purchase the quantities specified, with the exception of any contract value specified as a minimum. Goods or Services shall be purchased through call-off orders, in accordance with the Contract.

### **41. EAC's Right to Vary Quantities at Time of Award**

- 41.1 At the time the Contract is awarded, the EAC reserves the right to increase or decrease the estimated quantity or minimum value of Goods or Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

### **42. Notification of Award and Letter of Bid Acceptance**

- 42.1 Prior to the expiration of the period of bid validity, the EAC shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Letter of Bid Acceptance.
- 42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance/Notification of award shall constitute a binding Contract.

### **43. Signing of Contract**

- 43.1 Promptly after notification of contract award by the issue of a Letter of Bid Acceptance, the EAC shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the EAC.

### **44. Performance Security**

- 44.1 Within thirty (30) days of the receipt of the Letter of Bid Acceptance from the EAC, the successful Bidder shall furnish any Performance Security required in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the EAC.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award and forfeiture of the Bid Security. In that event, the EAC may award the Contract to the next best evaluated Bidder who is determined by the EAC to be qualified to perform the Contract satisfactorily.

## **Section 2 Bid Data Sheet**

<b>Instructions to Bidders Reference</b>	<b>Data relevant to the ITB</b>
<b>A. General</b>	
<b>ITB 1.1</b>	EAC is the procuring entity.
<b>ITB 1.1</b>	The subject of procurement is a framework contract for: <b>Good and Service for a period of 2018/2019.</b>
<b>ITB 1.1</b>	The Reference number of the Bidding Document is : <b>EAC/FW/2017/2018</b>
<b>ITB 1.1</b>	The number and identification of lots comprising this Bidding Document is:  The proportion of each Lot that a Bidder may bid for is: The minimum and maximum number of Lots a Bidder may bid for is:
<b>ITB 5.5</b>	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in East Africa/Partner State, the Goods indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	For clarification purposes only, the EAC's address is:

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Instructions to Bidders Reference	Data relevant to the ITB
	<p>Attention: <b>The Secretary Procurement Committee</b></p> <p>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b></p> <p>Floor/Room number: <b>Ground Floor, Room G113</b></p> <p>Town/City: <b>Arusha</b></p> <p>PO Box No: <b>1096</b></p> <p>Country: <b>Tanzania</b></p> <p>Facsimile number: <b>+255 27 2162190</b></p> <p>Tel: <b>+255 27 2162100</b></p> <p>Email: <b><a href="mailto:eacprocurement@eachq.org">eacprocurement@eachq.org</a></b></p>
<b>ITB 7.1</b>	The EAC will respond to any request for clarification provided that such request is received no later than 15 days prior to the deadline for submission of Bids.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The medium of communications shall be in writing.
<b>ITB 10.2</b>	The language for the bid is English.
<b>ITB 11.1(h)</b>	The Bidder shall submit with its bid the following additional documents: (h) <b>mandatory requirements</b>
<b>ITB 13.1</b>	Alternative Bids <b>_shall not_</b> be permitted.
<b>ITB 14.5</b>	The Incoterms edition is: <b>2000</b>
<b>ITB 14.6(a)(i)</b>	For Goods, the Bidder shall quote prices using the following Incoterms: <b>CIP ARUSHA EACHQ STORES</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be in US dollars
<b>ITB 20.1</b>	The bid validity period shall be <b>90</b> working days.
<b>ITB 21.1</b>	A Bid Security <b>SHALL NOT</b> be required. Where a Bid Security is required, the amount and currency of the Bid Security shall be
<b>ITB 21.2 (d)</b>	Other types of acceptable securities are: <b>N/A</b>
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies required is: <b>TWO</b>
<b>ITB 22.2</b>	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: <b>POWERS OF ATTORNEY</b>
<b>D. Submission and Opening of Bids</b>	

## Part 2: Section 6. Statement of Requirements

Instructions to Bidders Reference	Data relevant to the ITB
<b>ITB 24.1</b>	<p>For bid submission purposes only, the EAC's address is :</p> <p>Attention: <b>The Secretary, Procurement Committee</b></p> <p>Street Address: <b>EAC Close</b></p> <p>Floor/Room number: <b>EAC Registry, Ground Floor, EACJ Wing</b></p> <p>Town/City: <b>Arusha</b></p> <p>Country: <b>Tanzania</b></p> <p>The deadline for bid submission is:</p> <p>Date: .....day, .... January 2019 Time (local time): <b>11.00 am</b></p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p>Attention: <b>The Secretary, Procurement Committee</b></p> <p>Street Address: <b>EAC Close</b></p> <p>Floor/Room number: <b>EAC Registry, Ground Floor, EACJ Wing</b></p> <p>Town/City: <b>Arusha</b></p> <p>Country: <b>Tanzania</b></p> <p>Date: .....day, ..... January 2019</p> <p>Time: <b>11.15 am</b></p>
<b>E. Evaluation of Bids</b>	
<b>ITB 34.1</b>	<p>The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is:</p> <p>The source of exchange rate shall be: <b>BOT</b></p> <p>The date for the exchange rate shall be:</p>
<b>ITB 35.1</b>	<p>A margin of preference <b>shall not</b> apply.</p> <p>If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3 Evaluation Methodology and Criteria.</p>
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The percentage by which the estimated quantity or minimum value may be increased is: <b>25%</b></p> <p>The percentage by which the estimated quantity or minimum value may be decreased is: <b>25%</b></p> <p><b>Quantities given are not guaranteed.</b></p>



## **Section 3. Evaluation Methodology and Criteria**

### **Procurement Reference Number:**

#### **A Evaluation Methodology**

##### **1 Methodology Used**

- 1.1 The evaluation methodology to be used for the evaluation of bids received shall be according to the type of procurement namely; Technical Compliance Selection for Goods and Non-Consultancy Services and Quality and Cost Based Selection for Consultancy Services.

##### **2 Summary of Methodology**

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- 2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2.2 The Quality and Cost Based Selection methodology recommends the highest scoring bid, which is eligible and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2.3 The evaluation shall be conducted in three sequential stages –
  - (a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
  - (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
  - (c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.
- 2.4 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

### **B Preliminary Examination Criteria**

#### **3 Eligibility Criteria**

- 3.1 The eligibility requirements shall be determined for:-
  - (a) Eligible Bidders in accordance with ITB Clause 4; and
  - (b) Eligible Goods or Services in accordance with ITB Clause 5.
- 3.2 The documentation required to provide evidence of eligibility shall be:-
  - (a) a copy of the Bidder's Trading licence or equivalent;
  - (b) a copy of the Bidder's Certificate of Registration or equivalent;
  - (c) a copy of the Bidder's income tax clearance certificate or equivalent;
  - (d) a copy of the Bidders VAT registration or equivalent;
  - (e) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
  - (f) a declaration in the Bid Submission Sheet of nationality of the Bidder;
  - (g) a completed Price Schedule. This should contain the declaration of the origin of the Goods for Goods;
  - (h) a statement in the Bid Submission Sheet that the Bidder has no conflict of interest;
  - (i) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by any of the public procurement regulatory authority in any of the Partner States.

#### **4 Administrative Compliance Criteria**

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4. or case by case for services.

### **C Detailed Evaluation Criteria**

#### **5. Commercial Criteria**

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- 5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:
- (a) acceptance of the conditions of the proposed contract;
  - (b) acceptable response time to call-off orders;

### **6 Technical Criteria**

This will be based on technical specifications for goods and point rated for services.

### **D Financial Comparison Criteria**

#### **7. Costs to be included in Bid Price**

- 7.1 The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:
- (a) for Goods; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
  - (b) for services, fees; reimbursables and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
  - (c) taxes, duties and levies;

#### **8 Non-cost Factors to be included in Evaluated Price**

- 8.1 The non-cost factors to be included in the evaluated price are:
- (a)

#### **9 Margin of Preference N/A**

#### **10 Determination of Best Evaluated Bid or Bids**

- 10.1
- (a) for Goods; the bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
  - (b) for services, the bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
- 10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the EAC shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

### **E Post-qualification Criteria**

Post-qualification” means a formal procedure applied after tenders have evaluated prior to award of contract, to determine whether or not the lowest evaluated tenderer ... has the experience, capability and resources to carry out the contract effectively.

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A team of Procurement Unit and User depts. might be called upon to carry out the necessary post qualification where necessary. This is may take:

1. Physical (site/inspection visits) and
2. Verification/validation of the submitted documents (check the veracity of the documents and confirmation from the third party).
3. Assessment of experience of the bidder in the same area or equivalent
4. Capability and adequate resources accordingly required to carry out the contract effectively
5. Monitoring the contractor/supplier's performance. The supplier's compliance with the terms and conditions of the contract should be recorded, with emphasis on timely delivery, quantities delivered as ordered.
6. Any other as deemed necessary

## **Section 4 Bidding Forms**

### **Table of Forms**

<b>Bid Submission Sheet .....</b>	<b>30</b>
<b>Price Schedule for Goods or Services .....</b>	<b>32</b>
<b>Bid Security .....</b>	<b>33</b>
<b>Manufacturer's Authorisation .....</b>	<b>34</b>



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*(This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder)*

### Bid Submission Sheet

Date: *(insert date (as day, month and year) of bid submission)*

Procurement Reference No: *(insert Procurement Reference number)*

To: **East African Community**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *(insert the number and issue date of each Addenda)*;
- (b) We offer to conform with the Bidding Document and in accordance with the response times specified in the Statement of Requirements, Bills of Quantities or Terms of Reference the following Goods or Services under a framework contract arrangement *(insert a brief description of the Goods or Services. Amend wording and attach relevant details if alternative response times are is proposed)*;
- (c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Goods or Services with the exception of any guaranteed minimum value;
- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is: *(insert the total bid price in words and figures, indicating the various amounts and the respective currencies)*;
- (e) The discounts offered and the methodologies for their application are:  
Unconditional discounts. If our bid is accepted, the following discounts shall apply. *(Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.)*  
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *(Specify precisely the method that shall be used to apply the discounts)*;  
Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *(Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.)*  
Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *(Specify in detail the method that shall be used to apply the discounts)*;
- (f) Our bid shall be valid for a period of *(specify the number of calendar days)* calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1
- (h) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *(insert amount and currency in words and figures of the performance security)* for the due performance of the Contract;

## Part 2: Section 6. Statement of Requirements

- (i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries (*insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor*);
- (j) We undertake to abide by the Code of Ethical Conduct in Procurement during the procurement process and the execution of any resulting contract;
- (k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the EAC;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by any of the public procurement regulatory authority in any of the Partner States.
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: (*insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."*) )

Name of Recipient	Address	Reason	Amount & Currency

- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Signed: (*signature of person whose name and capacity are shown below*)

Name: (*insert complete name of person signing the bid*)

In the capacity of (*insert legal capacity of person signing the bid*).

Duly authorised to sign the bid for and on behalf of: (*insert complete name of Bidder*)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (*insert date of signing*)

## Part 2: Section 6. Statement of Requirements

*(This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction).*

### Price Schedule for Goods or Services

Date: *(insert date (as day, month and year) of bid submission)*

Procurement Reference No: *(insert Procurement Reference number)*

Name of Bidder: *(Insert the name of the Bidder)*

1	2	3	4	5	6	7	8
Item No.	Goods or Services	Country of origin	Percent of East African origin <sup>1</sup>	Estimated Quantity (No. of units)	Unit price <sup>2</sup>	Import Duties, Sales and other taxes per unit <sup>2</sup>	Total Price
<i>(insert number of item corresponding to Statement of Requirements)</i>	<i>(insert brief description name of Goods or Services)</i>	<i>(insert country of origin of the item)</i>	<i>(if the margin of preference applies, insert percentage of East African origin for this item)</i>	<i>(insert estimated number of units of this item to be purchased)</i>	<i>(insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable (if applicable))</i>	<i>(insert all import duties, taxes paid or payable in East Africa/Tanzania on this item)</i>	<i>(insert the total price for this item, which should equate to columns 5x(6+7)</i>

Signed: *(signature of person whose name and capacity are shown below)*

Name: *(insert complete name of person signing the bid)*

In the capacity of *(insert legal capacity of person signing the bid)*

Duly authorised to sign the bid for and on behalf of: *(insert complete name of Bidder)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(insert date of signing)*

*(This Bid Security should be on the letterhead of the issuing **Financial Institution** and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS).*

<sup>1</sup> In accordance with margin of preference ITB Clause 35, if applicable

<sup>2</sup> In accordance with ITB Clauses 14 and 15



### Bid Security

Date: (insert date (as day, month and year) of bid submission)

Procurement Reference No.: (insert Procurement Reference number)

To: ***The East African Community***

Whereas *(insert complete name of Bidder)* (hereinafter “the Bidder”) has submitted its bid dated *(insert date (as day, month and year) of bid submission)* for Procurement Reference number *(insert Procurement Reference number)* for the supply of *(insert brief description of the Goods or Services)*, hereinafter called “the bid.”

KNOW ALL PEOPLE by these presents that WE *(insert complete name of institution issuing the Bid Security)*, of *(insert city of domicile and country of nationality)* having our registered office at *(insert full address of the issuing institution)* (hereinafter “the Guarantor”), are bound unto *the East African Community* (hereinafter “the EAC”) in the sum of *(specify in words and figures the amount and currency of the bid security)*, for which payment well and truly to be made to the aforementioned EAC, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *(insert day in numbers)* day of *(insert month)*, *(insert year)*.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the EAC, during the period of bid validity, fails or refuses to:
  - (a) sign the Contract in accordance with ITB Clause 43; or
  - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
  - (c) accept the correction of its bid by the EAC, pursuant to ITB Clause 31;we undertake to pay the EAC up to the above amount upon receipt of its first written demand, without the EAC having to substantiate its demand, provided that in its demand the EAC states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.
3. This security shall remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

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

Signed: *(insert signature of person whose name and capacity are shown below)*

Name: *(insert complete name of person signing the Security)* In the capacity of *(insert legal capacity of person signing the Security)* Duly authorised to sign the Security for and on behalf of: *(insert complete name of the Financial Institution)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(insert date of signing)*

## Part 2: Section 6. Statement of Requirements

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*(This Authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an Authorisation. It should be included by the Bidder in its bid, if so indicated in the BDS).*

### Manufacturer's Authorisation

Date: *(insert date (as day, month and year) of bid submission)*

Procurement Reference No.: *(insert Procurement Reference Number)*

To: ***The East African Community***

WHEREAS *(insert complete name of Manufacturer)*, who are official manufacturers of *(insert type of Goods manufactured)*, having factories at *(insert full address of Manufacturer)*, do hereby authorise *(insert complete name of Bidder)* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *(insert name or brief description of the Goods)*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

Signed: *(signature of person whose name and capacity are shown below)*

Name: *(insert complete name of person signing the Manufacturer's Authorisation)*

In the capacity of *(insert legal capacity of person signing the Manufacturer's Authorisation)*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *(insert complete name of Manufacturer)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(insert date of signing)*

## **Section 5 Eligible Countries**

**Procurement Reference Number:**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the EAC prohibits commercial relations with that country, provided that the EAC is satisfied that such exclusion does not preclude effective competition for the provision of Goods or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the EAC prohibits any import of Goods or Services from that country or any payments to persons or entities in that country.

**Section 6 Statement of Requirements**

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**Part 2: Section 6. Statement of Requirements**

**1. List of Goods or Services**

**Procurement Reference Number:** \_\_\_\_\_

The quantity shown below is the estimated quantity which will be purchased under the contract. Goods or Services will be purchased by call-off orders in accordance with the contract.

The EAC shall purchase Goods or Services with a minimum value of: \_\_\_\_\_.

Item number	Brief Description of Goods or Services	Estimated Quantity	Unit of Measure

The attached commodity specific conditions will form an integral part of any resulting contract.

**Part 2: Section 6. Statement of Requirements**

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**2. Delivery and Completion Schedule**

**Procurement Reference Number:** \_\_\_\_\_

The response time shall commence from the date of each call-off order. The Provider shall meet the response times for any call-off order, subject to the limitations in the contract.

Call-off orders may be issued at any time during a period of: \_\_\_\_\_.

<b>Item number</b>	<b>Brief Description of Goods or Services</b>	<b>Response Time (days/wks/mths)</b>	<b>Delivery Point/ Site</b>

## Part 2: Section 6. Statement of Requirements

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### 3. Terms of Reference and Technical Specifications

**Procurement Reference Number:**

*Column b states the minimum terms of reference and technical specifications of the item(s) required by the EAC.*

*The Bidder is to complete column c with the terms of reference and technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.*

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
<i>a</i>	<i>b</i>	<i>c</i>
1		
2		
3		
4		
5		
6		
7		

The detailed technical evaluation will examine the terms of reference and technical specification of the items offered in column c and determine whether this meets the minimum specifications or terms of reference in column b. Bidders must complete column c or the bid will be rejected. **For Goods, bidders are required to include technical literature to support the details provided in column c.**

**Part 2: Section 6. Statement of Requirements**

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**4. Drawings**

**Procurement Reference Number:**

List of related Drawings		
Drawing number	Drawing name	Purpose



## Part 2: Section 6. Statement of Requirements

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### 5. Inspections and Tests

Procurement Reference Number:

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the provider;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

## Section 8. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC clause reference</b>	<b>Special Conditions</b>
	The Procurement Reference Number is: <b>EAC/FW/2018/2019/00001</b>
<b>GCC 1.1(i)</b>	The procuring entity is. <b>EAC</b>
<b>GCC 1.1 (g)</b>	The Eligible Countries are those listed in Section 5 of the Bidding Document.
<b>GCC 1.1 (o)</b>	The Site(s) is/are: <b>EAC</b>
<b>GCC 1.1</b>	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>(p) “Framework Contract” means a contract arrangement for an estimated quantity or minimum value of Goods or Services at fixed rates, where actual quantities are purchased by means of call-off orders and payment is made for the actual quantities delivered.</li><li>(q) “Call-Off Order” means an order issued by the EAC for the purchase of specified quantities of the Goods or Services under a framework contract.</li><li>(r) “Response Time” means the period for delivery of the Goods or Services, calculated from the date of a call-off order.</li></ul>
<b>GCC 2.1(g)</b>	The other documents forming part of the Contract are the call-off orders issued under the Contract.
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: 2000
<b>GCC 5.1</b>	The language shall be: <b><i>English.</i></b>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association be jointly and severally liable.
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, and the issue of call-off orders, the EAC’s address shall be:</p> <p>Attention: <b>The Secretary Procurement Committee</b></p> <p>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b></p> <p>Floor/Room number: <b>Ground Floor, Room G113</b></p> <p>Town/City: <b>Arusha</b></p> <p>PO Box No: <b>1096</b></p> <p>Country: <b>Tanzania</b></p> <p>Facsimile number: <b>+255 27 2162190</b></p> <p>Tel: <b>+255 27 2162100</b></p> <p>Email: <b><u>eacprocurement@eachq.org</u></b></p>

## Part 2: Section 6. Statement of Requirements

GCC clause reference	Special Conditions
	<p>For <b>notices</b>, including call-off orders, the Provider's address shall be:</p> <p>Attention: <b>The Secretary Procurement Committee</b></p> <p>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b></p> <p>Floor/Room number: <b>Ground Floor, Room G113</b></p> <p>Town/City: <b>Arusha</b></p> <p>PO Box No: <b>1096</b></p> <p>Country: <b>Tanzania</b></p> <p>Facsimile number: <b>+255 27 2162190</b></p> <p>Tel: <b>+255 27 2162100</b></p> <p>Email: <b><a href="mailto:eacprocurement@eachq.org">eacprocurement@eachq.org</a></b></p>
GCC 9.1	The Governing law shall be the law of Tanzania.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <b>by amicable settlement or otherwise as per the provisions of the East African Court of Justice</b>
GCC 11.1	Notwithstanding the provisions of GCC 11.1, the quantities specified in the Statement of Requirements are estimated and are not purchased by this contract. The quantity of Goods or Services to be provided shall be as specified in call-off orders.
GCC 12.1	<p>The Delivery of the Goods and Services shall be in accordance with each call-off order. Delivery and Completion shall be within the response times specified in the Bills of Quantities and Delivery and Completion Schedule specified in the Statement of Requirements, calculated from the date of each call-off order.</p> <p>The shipping and other documents to be furnished by the Provider for each call-off order are:</p>
GCC 15.1	Notwithstanding the provisions of GCC 15.1 and GCC 1.1(d), the Contract Price specified in the Agreement shall be the estimated price payable to the Provider and the actual price payable to the Provider shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in call-off orders, subject to any minimum value specified in the Statement of Requirements.
GCC 15.2	The price adjustment shall be: <b>N/A</b>
GCC 16.1	Payment shall be made in full for each call-off order following delivery of the Goods or Services specified in the call-off order and submission of an invoice and the documents listed in clause 12.1.
GCC 16.3	The payment period shall be: <b>30 working days after delivery and certification of the invoice</b>
GCC 16.4	The currency(ies) for payments shall be: <b>USD</b>
GCC 17.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following:
GCC 17.2	The EAC shall be responsible for all taxes, import duties and levies imposed by law in

## Part 2: Section 6. Statement of Requirements

GCC clause reference	Special Conditions
	Tanzania on the Goods or Services except for the following:
GCC 18.1	A Performance Security SHALL NOT be required. The amount of the Performance Security shall be: N/A The currency shall be:
GCC 18.3	The forms of acceptable Performance Securities are: N/A
GCC 18.4	Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract. The Performance Security shall be reduced in value following completion of the Provider's obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <b>The Secretary Procurement Committee</b> <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b>
GCC 24.1	The insurance coverage shall be: <b>Comprehensive – CIP EAHQ STORES ARUSHA</b>
GCC 25.1	The INCOTERM shall be: 2000
GCC 26.2	The location for conducting inspections and tests shall be: <b>EAC STORES ARUSHA</b>
GCC 27.1	Liquidated damages <b>shall not</b> apply if the provider fails to deliver any or all of the goods and services specified in any call-off order within the response times specified in the statement of requirements. Notwithstanding the provisions of GCC 27.1, the amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the provider has failed to deliver the goods or perform the services. The liquidated damage shall be: .....% of the value of the call-off order per week. The maximum amount of liquidated damages shall be: ..... % of the value of the call-off order.
GCC 28.3	The period of validity of the Warranty shall be: <b>90 working days</b>
GCC 28.5	The period within which the Provider shall repair or replace defective Goods or Services shall be:
GCC 30.1	The amount of aggregate liability shall be: <b>the contract amount</b>

Section 9 Contract Forms

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## **Agreement**

### **For a Framework Contract**

**Procurement Reference No:**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
between \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter “the EAC”), of the one part, and \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter “the Provider”), of the other part:

WHEREAS the EAC invited bids for certain Goods and Related Services, viz.,  
\_\_\_\_\_ and has  
accepted a Bid by the Provider for the provision of those Goods and Related Services in  
the sum of \_\_\_\_\_ (hereinafter “the Contract  
Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the EAC to the Provider as indicated in this Agreement, the Provider hereby covenants with the EAC to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The EAC hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The quantities of Goods specified in the Statement of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The EAC shall order from the Provider all the Goods specified in the contract that are required to be purchased by the EAC during the period stated below, unless any Goods are urgently required in an emergency situation and the Provider is unable to deliver such Goods within the period required by the EAC.
6. The EAC guarantees to order at least the value of Goods specified as the minimum value in the Statement of Requirements.
7. Any Goods to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the EAC as Notices in accordance with GCC Clause 8, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 8.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this

## Part 2: Section 6. Statement of Requirements

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period, shall be governed by the Contract in the same way as if it had been completed during that period.

9. Call-off orders are subject to the following limitations and exceptions:

- (a) where the value of a call-off order is less than 2½% of the contract price, the Provider is not obliged to provide the Goods, provided that the Provider gives the EAC a notice, within three working days of the date of the call-off order, stating its intention not to provide the Goods;
- (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Provider shall not be bound by the response times specified in the Statement of Requirements, provided that the Provider gives the EAC a notice, within three working days of the date of the call-off order, stating its inability to deliver the Goods within the response time and specifying the delivery period which will apply.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the EAC)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Provider)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Call-Off Order**  
**Under a Framework Contract**

**Procurement Reference No:** \_\_\_\_\_

**Call-Off Order Reference No:** \_\_\_\_\_

**Provider:** \_\_\_\_\_

**Date of Call-Off Order:** \_\_\_\_\_

The EAC issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Goods detailed on the attached List of Goods and Price Schedule, in accordance with the response times specified in the contract.

The total value of this call-off order is \_\_\_\_\_.

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Goods, in accordance with the terms and conditions of the contract.

**Authorised by:**

Signature:	
Name:	
Position:	



## Part 2: Section 6. Statement of Requirements

### List of Goods and Price Schedule

Procurement Reference No: EAC/FW/2018-2019/00001

Call-Off Order Reference No: \_\_\_\_\_

Item No	Description of Goods	Quantity	Unit of Measure	Unit Price	Total Price
Other additional costs					
Subtotal					
VAT @ %					
Total Price					

## Part 2: Section 6. Statement of Requirements

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*(The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution)*

### Performance Security

Date: *(insert date (as day, month, and year) of Performance Security)*

Procurement Reference No: *(insert Procurement Reference Number)*

To: ***the East African Community***

WHEREAS *(insert name complete of Provider)* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *(insert number)* dated *(insert day, month and year)* to supply *(brief description of the Goods and Related Services)* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *(insert type of security)* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *(insert complete name of Guarantor)*, legally domiciled in *(insert complete address of Guarantor)*, (hereinafter the “Guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *(insert currency and amount of guarantee in words and figures)* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *(insert currency and amount of guarantee in words and figures)* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *(insert number)* day of *(insert month)*, *(insert year)*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *(insert complete name of person signing the Performance Security)*

In the capacity of *(insert legal capacity of person signing the Performance Security)*

Signed: *(signature of person whose name and capacity are shown above)*

Duly authorised to sign the Performance Security for and on behalf of: *(insert complete name of Financial Institution)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(insert date of signing)*

## Part 2: Section 6. Statement of Requirements

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*(The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution)*

### Advance Payment Security

Date: *(insert date (as day, month, and year) of Payment Security)*

Procurement Reference No.: *(insert Procurement Reference Number)*

To: ***the East African Community***

In accordance with the payment provision included in the Contract, in relation to advance payments, *(insert complete name of Provider)* (hereinafter called “the Provider”) shall deposit with the EAC a security consisting of *(indicate type of security)*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *(insert currency and amount of guarantee in words and figures)*.

We, the undersigned *(insert complete name of Guarantor)*, legally domiciled in *(insert full address of Guarantor)* (hereinafter “the Guarantor”), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the EAC on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *(insert currency and amount of guarantee in words and figures)*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *(insert day, month and year)*.

Name: *(insert complete name of person signing the Payment Security)*

In the capacity of *(insert legal capacity of person signing the Payment Security)*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signed: *(signature of person whose name and capacity are shown above)*

Duly authorised to sign the Payment Security for and on behalf of: *(insert complete name of the Financial Institution)*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(insert date of signing)*

## Part 2: Section 6. Statement of Requirements

### a. Goods ANNEX I – PRICE SCHEDULE

*Orders shall be made as and on need basis during the Framework contract period. The delivery period shall be within 4 weeks upon issuance of a Local Purchase Order by EAC.*

#### LOT 01: BINDING AND SUPPLIES

CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$
BIN001	BINDING SPIRALS: 6MM	BOX	20		
BIN002	BINDING SPIRALS: 8MM	BOX	20		
BIN003	BINDING SPIRALS: 10MM	BOX	20		
BIN004	BINDING SPIRALS: 12MM	BOX	20		
BIN005	BINDING SPIRALS: 14MM	BOX	20		
BIN006	BINDING SPIRALS: 16MM	BOX	20		
BIN007	BINDING SPIRALS: 18MM	BOX	10		
BIN008	BINDING SPIRALS: 20MM	BOX	10		
BIN009	BINDING SPIRALS: 22MM	BOX	10		
BIN010	BINDING SPIRALS: 25MM	BOX	10		
BIN011	BINDING SPIRALS: 28MM	BOX	10		
BIN012	BINDING SPIRALS: 32MM	BOX	10		
BIN013	BINDING SPIRALS: 38MM	BOX	10		
BIN014	BINDING SPIRALS: 44MM	BOX	10		
BIN015	BINDING SPIRALS: 45MM	BOX	10		
BIN016	BINDING SPIRALS: 50MM	BOX	10		
BIN017	BINDING COVERS.	REAM	150		
BIN018	BINDING TAPES: 2"	ROLL	40		
BIN019	BINDING TAPES: 1.5"	ROLL	20		
BIN020	BINDING TRANSPARENCIES.	REAM	150		
BIN021	CELLO TAPES: 1"	ROLL	50		
BIN022	CELLO TAPES: 2"	ROLL	40		
BIN023	FILE FASTENERS - 1X50	BOX	50		
BIN024	GLUE STICK 1X25	PIECES	50		
BIN025	LAMINATING POUCH	REAM	05		

## Part 2: Section 6. Statement of Requirements

	(A4)				
BIN027	MASKING TAPES: 1"	ROLL	50		
BIN028	MASKING TAPES: 2"	ROLL	30		
BIN029	OFFICE GLUE (LIQUID)	BOTTLE	20		
BIN031	PARCEL TAPES: 2"	ROLL	150		
BIN032	RUBBER BAND	PACKET	25		
BIN033	SISAL TWINE ROLL	ROLL	20		
BIN034	STEPPLING MACHINE: GIANT.	PIECES	30		
BIN035	STEPPLING MACHINE: MED.	PIECES	100		
BIN036	SUPER GLUE	PACKET	20		
TOO001	BIRO PENS: BLACK - (1x50)	PIECES	100		
TOO002	BIRO PENS: BLUE (1X50)	PIECES	100		
TOO003	BIRO PENS: RED (1X50)	PIECES	10		
TOO004	CALCULATORS (12 DIGITS)	EACH	50		
TOO005	DESK ORGANIZER	SET	50		
TOO007	DRAWING PINS (T/ TACKS)	PACKET	50		
TOO008	DUST BINS / WASTE BASKET.	PIECES	50		
TOO012	HIGHLIGHTER MARKERS 1X4	PACKET	100		
TOO013	IDENTI - PENS.	PIECES	100		
TOO014	IN / OUT OFFICE TRAYS	PIECES	50		
TOO016	MARKER PENS BLACK - (1x12)	PIECES	20		
TOO017	MARKER PENS BLUE - (1 x12)	PIECES	20		
TOO018	MARKER PENS GREEN - (1X12)	PIECES	20		
TOO019	MARKER PENS RED - (1X12)	PIECES	20		
TOO020	MARKERS " WHITE BOARD "	PIECES	20		
TOO021	NAME BADGES - 1X50	BOX	150		
TOO022	OFFICE PIN TRAY	PIECES	10		
TOO023	OFFICE PINS - STAINLESS.	PACKET	20		
TOO024	PAIR OF SCISSORS (ST.LESS	PAIR	50		
TOO025	PAPER CLIPS L/SIZE.	BOX	200		
TOO026	PAPER CLIPS M/SIZE -.	BOX	300		
TOO027	PENCIL ERASERS	PIECES	100		

## Part 2: Section 6. Statement of Requirements

TOO028	PENCIL SHARPENERS	EACH	100		
TOO029	PENCILS 1X12 PCS BOX	EACH	1000		
TOO030	PLASTIC RULER	EACH	10		
TOO031	PUNCHING MACHINES: H/D.	EACH	20		
TOO032	PUNCHING MACHINES: MED.	EACH	50		
TOO033	STAMP PAD INK	BOTTLE	10		
TOO034	STAMP RACK HOLDER	PACKET	10		
TOO035	STAPLER PINS: 23D X17	PACKET	20		
TOO039	STAPLER PINS: NO.66/11/14	PACKET	30		
TOO040	STAPLER PINS: NO. 56 - 26/6	PACKET	500		
TOO043	STEPPLES REMOVER	EACH	50		
TOO044	TABLE SHARPENERS	EACH	30		
TOO045	WHITE BOARD BRUSH ERASER	EACH	20		
TOO046	WHITE OUT CORR. PENS.	EACH	50		
TOO047	WHITE OUT FLUID- 1X10	EACH	50		
TOO049	STAMP PAD PELIKAN	EACH	20		
TOO050	DESK COPY HOLDER	EACH	20		
TOO052	EXECUTIVE PENS	EACH	40		
TOO053	STAFF ID CLIPS	NUMBER	500		
TOO054	STAFF ID PRINTING CARDS	NUMBER	500		

### LOT 2: ELECTRICAL AND LOCKS

CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$
ELE001	AA SIZE DURACELLS.	EACH	100		
ELE002	BULBS	EACH	20		
ELE002A	BULBS " SCREW"	EACH	20		
ELE004	EXTENSION SOCKETS- 4ways	EACH	200		
ELE007	FLUORESCENT CHOCKS (2FT)	EACH	50		
ELE008	FLUORESCENT CHOCKS (4FT)	EACH	50		
ELE009	FLUORESCENT LIGHTS (2FT)	EACH	50		
ELE010	FLUORESCENT LIGHTS (4FT)	EACH	100		
ELE011	SOCKETS (DOUBLE)	EACH	10		

## Part 2: Section 6. Statement of Requirements

ELE012	SOCKETS (SINGLE)	EACH	10		
ELE013	TUBE LIGHT STARTERS	EACH	200		
ELE016	FLOURESCENT COMPL. 2FT	EACH	20		
ELE017	ORDINARY TOP PLUGS 13A.	EACH	10		
ELE018	Top Plugs 15Amps	NUMBER	10		
ELE019	Single Socket 15Amps	NUMBER	10		
ELE020	Single Mould Box	NUMBER	10		
ELE021	GP BATTERY 23AE	NUMBER	20		
ELE022	DURACELL AAA	NUMBER	60		
ELE023	DURACELL 9V	NUMBER	40		
ELE024	FITTING COMPLETE 2FT FOR LIFTS	NUMBER	10		
ELE025	LAMP 4PIN 2D 38W	NUMBER	50		
ELE026	DOUBLE SURFACE MOULD BOX	NUMBER	10		
ELE027	INSULATING TAPE	NUMBER	10		
ELE028	BULB 150W	NUMBER	20		
ELE029	BULB 70W	NUMBER	20		
ELE030	PLC BULBS	NUMBER	20		
ELE031	Fluorescent Tubes 2Ft G14 For Lifts	NUMBER	20		
ELE032	DP Switch	NUMBER	20		
ELE033	Electronic Chocks FIT 8 3x18, 4x18	NUMBER	20		
ELE034	Chock Helvar EL 2x36	NUMBER	20		
ELE035	Chock QuickTronic 4X18	NUMBER	20		
ELE036	Cable Ties	NUMBER	20		
ELE037	Lamp 2D 2Pin	NUMBER	30		
ELE038	Switched Socket 1G 1W	NUMBER	20		
ELE039	Switched Socket 1G 2W	NUMBER	20		
ELE040	Switched Socket 2G 1W	NUMBER	20		
ELE041	Switched Socket 2G 2W	NUMBER	20		
ELE042	Lamp 2D 2Pin 38W	NUMBER	20		
ELE043	Lamp 2Pin 18W	NUMBER	20		
ELE044	Bulkhead Fitting	NUMBER	10		
ELE045	Photo Cell Light	NUMBER	10		
ELE046	Tronic Energy Saver 55W-11W Pin	NUMBER	50		
ELE047	Tronic Energy Saver 55W-11W Pin Screw	NUMBER	50		
ELE048	Switch 3Gang 1Way	NUMBER	10		
ELE049	Electronic Ballast 4Ft	NUMBER	30		
BUI001	DOOR CLOSER	SET	10		
BUI004	YALE SECURITY LOCKS	EACH	30		

## Part 2: Section 6. Statement of Requirements

BUI005	Cylinder Locks	NUMBER	30		
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LOT 3: STATIONERY					
CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$
PAP004	BOX FILES.	EACH	1500		
PAP005	BOX FILES WITH LID.	EACH	50		
PAP006	BUSINESS CARD HOLDERS:E	EACH	50		
PAP007	BUSINESS CARD HOLDERS:M	EACH	50		
PAP010	COLOURED PAPERS (A4) BL.	REAM	20		
PAP011	COLOURED PAPERS (A4) GR.	REAM	20		
PAP012	COLOURED PAPERS (A4) YEL	REAM	20		
PAP013	COLOURED PAPERS (A4):PIN	REAM	20		
PAP014	COUNTER BOOK .1Q	EACH	150		
PAP015	COUNTER BOOK .2Q	EACH	150		
PAP016	COUNTER BOOK .3Q	EACH	100		
PAP017	COUNTER BOOK .4Q	EACH	100		
PAP020	DOCUMENT WALLET	EACH	10000		
PAP021	EMBOSSSED PAPERS	REAM	100		
PAP030	FLIP CHARTS (WHITE PAPER)	PER KILOGRAM	20		
PAP034	PHOTOCOPIER PAPERS (A3)	REAM	10		
PAP035	PHOTOCOPIER PAPERS (A4) 80gsm	REAM	6000		
PAP036	PLASTIC FILE-A4 ALPHA H207	PIECES	4000		
PAP037	PLASTIC FOLDERS A4-	PIECES	4000		
PAP039	PUNCHED PLASTIC FOLDERS	PER KILOGRAM	10		
PAP041	REMOVABLE YELL. STICKER - 3x3	EACH	1000		
PAP042	RING BINDERS (PLASTIC)	EACH	500		
PAP043	SHORTHAND NOTEBOOK - 70sheets	EACH	3000		
PAP045	SPRING FILES	EACH	250		
PAP046	STORES LEDGER BOOKS	EACH	10		
PAP048	SUSPENSION FILES - 1X50	EACH	200		
PAP049	TELEPHONE INDEX BOOK	EACH	50		
PAP050	VEHICLE LOG BOOKS	EACH	50		



## Part 2: Section 6. Statement of Requirements

PAP051	WRITING PADS A4 IMPORTED - 70sheets	EACH	3000		
PAP054	FILE DIVIDER (A-Z)	EACH	200		
PAP055	FILE DIVIDER (1-10)	EACH	200		
PAP056	MAGAZINE RACKS	EACH	100		
PAP059	COSMIC REPORT BINDER	NUMBER	200		
PAP060	SIGNATURE BOOKS	NUMBER	50		

### LOT 4: OFFICE CONSUMABLES

CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$
CON001	AIR FRESHENER -300ml	EACH	300		
CON002	BISCUITS - 400gm	PACKET	250		
CON003	COCOA-100gm	TINS	200		
CON004	COFFEE TINS- (24 @CTN)50g	CTN	30		
CON006	DRINKING WATER	CARTON	6000		
CON007	HAZE STICK-UP	EACH	10		
CON008	INSECTICIDE (DOOM) 300GM	TINS	60		
CON009	LIQUID SOAP - 1Ltr	BOTTLE	100		
CON010	NAPKIN TISSUES- (40@CTN)	CTN	50		
CON011	NIDO MILK - (24@CTN) 400gm	CTN	120		
CON012	POWDERED SOAP- (24X500g)	CTN	10		
CON013	SOFT TISSUES- VELVEX - 2ply x 30@ctn	CTN	50		
CON015	SUGAR (50 KGS)	KILOGRAMS	60		
CON016	SUPABRITE HANDY CLEANER	EACH	50		
CON017	SUPABRITE-KIT. CLEANER	EACH	100		
CON018	TEA BAGS - (12@CTN)	CTN	120		
CON019	MINERAL WATER 20LT GAL.	GALLON	200		
CON020					
CON021	Assorted Sweets - (12Pkt@Box)	BOX	20		
CON022	DISPOSAL CUPS- White Plastic 1x50	PACKET	100		
LAV001	AXION SOAP - 300gm	TINS	60		
LAV002	BLEACHING AGENT- 1Ltr	BOTTLE	30		
LAV003	DETOL SOAP - 100gm	PIECES	50		
LAV004	HAND WASH DISPEN.	GALLON	5		

## Part 2: Section 6. Statement of Requirements

	SOAP- 5Ltr				
LAV005	HARPIC FLASHMATIC-125ml	EACH	20		
LAV006	HARPIC-TOILET CLEANER - 500ml	EACH	30		
LAV008	TOILET GUEST SOAP-25g	PIECES	100		
LAV011	VIM BOTTLES - 500gm	EACH	50		
LAV012	TOILET PAPER SUPER SOFT (White)	CTN	500		
LAV013	Super Chlorine	LITRE	40		
LAV014	Algricide Magic	LITRE	40		

### LOT 5: COMPUTER CONSUMABLES AND ACCESSORIES - NA

CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$

### Lot 06: Printed Stationery

	BRANDED ENVELOPES – LOGO- attach samples				
PAP029	- A3 Khaki	NO	5,000		
PAP029	- White	NO	5,000		
PAP028	- A4 Khaki	NO	10,000		
PAP027	- White	NO	10,000		
PAP026	- A5 Khaki	NO	10,000		
PAP025	- White	NO	10,000		
PAP022	- 9x4 White (Letter size)	NO	10,000		
PAP023	- Khaki (Letter size)	NO	10,000		
PAP015	LETTER HEADS – full colour with EAC logo	ream	50		
PAP027	COMPLIMENTARY SLIPS – full colour 50 sheets of (attach sample)	NO	1,500		
PAP025	BUSINESS CARDS- art mart paper not less than 200 gsm (attach sample)	NO	10,000		

## Part 2: Section 6. Statement of Requirements

PAP026	ROUTING SLIPS - full colour 50 sheets of (attach sample)	NO	1,500		
	Assorted Books A4 Size (1x3x50 NCR)	NO	200		
	Assorted Books A5 Size (1x3x50 NCR)	NO	200		

### PROMOTIONAL MATERIALS

LOT 07: PROMOTIONAL ITEMS attach samples					
	POLO SHIRTS – branded with logo	NO	1,000		
	ROUND NECK T-SHIRTS – branded with logo	NO	1,000		
	CAPS-branded	NO	1,000		
	CONFERENCE BADGES	NO	1,000		
	EXECUTIVE COTTON SHIRTS – branded with logo		500		
	NECK TIES – EAC branded		500		
	LADIES’ SCARVES – EAC branded		500		
	KHANGA – EAC Branded		500		
	REFLECTOR JACKET- branded with logo		200		
	MEDIA HALF JACKET - branded with logo, 100 cotton material with two pockets		300		
	WRIST BANDS – branded with logo, 100 AAA grade silicon.  Size: 12mm x thickness 2mm		1000		
	LARGE UMBRELLAS – branded with logo		200		

LOT 08: PROMOTIONAL ITEMS attach samples					
	LEATHER BAGS-branded	NO	500		
	LEATHER DOCUMENT FOLDERS	NO	500		
	PAPER DOCUMENT FOLDERS	NO	500		
	PAPER BAGS-branded	NO	500		
	TOTE BAGS - Branded		500		
	A5 NOTE BOOKS – branded		500		
	FLASH DISKS – branded		500		

LOT 09: PROMOTIONAL ITEMS attach samples					
	KEY HOLDERS - branded	NO	1,000		
	PENS – branded	NO	1,000		
	LAPEL PINS - branded	NO	500		
	Ceramic Coffee Mugs - branded		200		

LOT 10: CORPORATE PROMOTIONAL ITEMS – attach samples					
	<u>EAC STANDARD POLE FLAGS -</u> (Printed in full colour out of bunting water resistant material with EAC Logo as per the given sample. Size	NO	200		

## Part 2: Section 6. Statement of Requirements

	60" x 35")				
	<u>EAC CUSTOMS POLE FLAGS:</u> Printed in full colour out of bunting water resistant material with EAC Customs Union Logo as per the given sample. Size 60" x 35"	NO	200		
	<u>EAC TABLE FLAGS COMPLETE WITH POLISHED WOODEN STANDS:</u> Printed in full colour out of bunting water resistant material with EACJ/A Logo as per the given sample. Size 10" x 6"	NO	200		
	<u>EAC CAR FLAGS:</u> Double face printed in full colour out of bunting water resistant material with EAC/J/A Logo, double stitched at the ends with decorated Red threads as per the given sample. Size 12" x 8"	NO	100		
	<u>EAC SCARVES:</u> Printed in full colour out of blue silk stripped material with EAC/J/A Logo as per the given sample. Size 27" X 27"	NO	500		
	<u>EAC Neck Ties:</u> Printed in full colour out of blue silk stripped material with EAC Logo.	NO	500		
	<b>LOT 11 COMMUNITY MAGAZINES</b>				
	COMMUNITY MAGAZINES <ul style="list-style-type: none"> <li>• Full Color,</li> <li>• size: A4</li> <li>• 28 pages including the cover pages</li> <li>• Paper: Art paper 180 gsm</li> <li>• Printed quarterly</li> <li>• Attach samples</li> </ul>	NO	6,000		
	<b>LOT 12 EAC TREATY AND OTHERS</b>				
	EAC TREATY Booklets <ul style="list-style-type: none"> <li>• Size A5</li> <li>• Cover Glossy 300 GSM, full colour, as per design specifications i.e. EAC logo, title, background sea blue</li> <li>• Inside paper Glossy 80 gsm</li> <li>• Printing black and white, double sided</li> <li>• No. of Pages -120</li> </ul> Cost should include delivery to East African Community Premises in Arusha		3,000		
	VARIOUS INTEGRATIONS BOOKLETS <ul style="list-style-type: none"> <li>• Full Color,</li> <li>• size: A5</li> <li>• 40 pages including the cover pages</li> </ul>		5,000		

## Part 2: Section 6. Statement of Requirements

	<ul style="list-style-type: none"> <li>Paper: Art paper 180 gsm</li> <li>Printed quarterly</li> </ul> <p>Attach samples</p> <p>Cost should include delivery to East African Community Premises in Arusha</p>				
	<b>Lot 13 BANNERS</b>				
	<p><b>BANNERS</b> - Material PVC Flex(all complete with ropes, end biding and eye lets):</p> <p>Banner Type: <b>Double-sided hanging banner</b>  Dimensions: 4M x 2M  Material: Vinyl PVC  Printing: Full Color  <b>Quantity: 50 Pieces</b></p> <p>Banner Type: <b>Single-sided hanging banner</b>  Dimensions: 6M x 1M  Material: Vinyl PVC  Printing: Full Color  <b>Quantity: 50 Pieces</b></p> <p>Banner Type: <b>Roll-up Banner</b>  Dimensions: 33" X 79"  Material: Vinyl PVC Heavy Duty  Base: Metal strong base  Printing: Full Color  <b>Quantity: 50 Pieces</b></p> <p>Banner Type: <b>Drop Down Banner</b>  Dimensions: 1.5x3.5mtrs  Material: appropriate material  Base: Metal strong base  Printing: Full Color  <b>Quantity: 20 Pieces</b></p>				
	<b>LOT 14: PRINTING</b>				
	<p>Calendars, Diaries, Rules, Brochures booklets,</p> <p><b>Branded EAC Wall calendar</b>  A2 size portrait (59.4cm x 42cm)  One month per page  Top side spiral binding, drilling hole for easy placement  135 gsm art bright gloss or elegant matt coated paper  12 single side pages for 12 months  Right blue and white  1 Cover page fully customized (visual reflecting the theme of the Calendar and the Logo of</p>				

## Part 2: Section 6. Statement of Requirements

	EACJ/A)  <b>DESK CALENDAR</b> Table tent A5 size landscape (21cm x 14.8cm) One month per page Top side spiral binding, drilling hole for easy placement 200 gsm art bright gloss or elegant matt coated paper 12 single side pages for 12 months  <b>SAMPLES ARE REQUIRED FOR ASSESSMENT</b>				
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**NB: There are no guarantees on the quantities and amounts indicated in all the Lots. They are just estimates and can be lower or more than indicated.**

### ***EVALUATION GRID***

<b>Contract title :</b>	<b>INVITATION TO TENDER FOR THE SUPPLY OF STATIONERY AND OTHER OFFICE SUPPLIES AND SERVICES – FY 2018/2019</b>
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Preliminary Evaluation

#### **A) ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID**

	Mandatory requirement ( Eligibility criteria)	C/NC
	Documents that must be submitted with the QUOTATIONS are: <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Certificate of Registration</li> <li>• Business Licence</li> <li>• Tax identification references/ Numbers</li> <li>• Tax Compliance Certificate</li> <li>• Consortium agreement and Manufacturers authorisation letter ( Only if relevant)</li> </ul>	

## Part 2: Section 6. Statement of Requirements

	<ul style="list-style-type: none"> <li>• Delivery period if necessary</li> <li>• Bid Validity</li> <li>• Properly signed bid with power of attorney</li> <li>• Site visit where applicable</li> <li>• Completed due diligence form</li> </ul>	
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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)

	1	2	3	4	5	6
Name of Bidder						
<i>Eligibility criteria</i>						
<i>{Complete criteria as per solicitation document}</i>						
<b>Conclusion</b>	<i>C/NC</i>	<b>C/NC</b>	<b>C/NC</b>	<b>C/NC</b>	<b>C/NC</b>	<b>C/NC</b>

### **KEY:**

C-Compliant

NC- Non-Compliant

This preliminary examination eliminated ..... bidders because they lacked.....

### **TECHNICAL EVALUATION CRITERIA:**

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

		<b>Bidders</b>				
Name of bidders	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>1</b>		<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Evaluation Criteria</b>						
<b>Conformity to minimum Technical specifications (MUST)</b>	R/NR					

## Part 2: Section 6. Statement of Requirements

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<b>Conclusion</b>	R/NR	R/NR	R/NR	R/NR	R/NR	R/NR

### **KEY:**

**R- Responsive**

**NR-Non-responsive**

**This evaluation stage eliminated ..... bidders because of.....**

### **SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:**

No.	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected Amount	Exchange Rate	Converted Total	Evaluated Total	Rank

### **Technical Evaluation Criteria**

- Evaluation will be based on specifications where given above
- By sample- please attach samples where applicable most especially for printing work.
- Quality of work
- Past performance
- Indicate the trade name of the item you are to supply where applicable

### **Financial Evaluation**

- Prices in USD will form the basis for financial evaluation

**NB:** EAC is not obliged to award to the lowest bidder

Bidding for half or partial lots will not be acceptable.



## **b. Services: Annex 11**

### **LOT 1: PROVISION OF RESIDENTIAL SECURITY SERVICES**

#### **Terms of Reference for the provision of Security Guard Services**

##### **Provision of Security & Safety Services at EAC**

- **OBJECTIVE:** The EAC Security Division on behalf of the East African Community is soliciting the services of a single qualified Company for the provision of high quality, exclusive, comprehensive and professionally managed services for the provision of security to the EAC Headquarters' Complex and EAC Executive Residencies.
- **PURPOSE** Under the guidance and supervision of the EAC Security Assistants, security guards will provide the following services:

#### **1. Compound security**

- a) The EAC Headquarters Complex is a four-storey Complex located within the following boundaries:

North and Northern East: EAC CLOSE – a Cul-de-Sac or residential road separating EAC Headquarters' compound and Sekei Residential housing estate.

South: the EAC Headquarters' compound is bordered by AICC Complex;

East: the compound is bordered by Themis River;

West: the compound is delimited by Mount Meru Regional Hospital.

- b) Fire extinguishers are installed on all the floors of the complex and several fire exits are located accordingly.
- c) The compound in general including car park yards and the perimeter to be kept under strict watch by Security Guards on duty.
- d) The fire exit doors to be kept latched at all times.
- e) Lock up procedure must be a part of the daily work routines.
- f) Time work is 06:00 – 18:00 hours and 18:00 – 06:00 hours.

#### **2. Gate security**

- a) Gates are to be kept closed at all times unless opened to permit entry/exit of vehicles.
- b) Security Guards are to guard the gates on 24/7 basis.
- c) Security Guards to ensure all visitors entering/leaving the EAC Headquarters premises are frisked properly. Any dangerous weapons like handgun, firearm, knives or prohibited weapon of any kind regardless whether the owner is licensed to carry the same or not to be confiscated at the gate with proper

## Part 2: Section 6. Statement of Requirements

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documentation. The weapons should be returned when the visitor leaves the office.

**d)** If anyone is found trying to sneak out EAC properties, security guards are required to inform the Security Assistant on duty immediately.

**e)** After identification of the visitor, the guard should ensure calling the staff and inform and then if required, escorting the visitor to the staff's office.

**f)** Security Guards to ensure proper maintenance of patrolling, briefing, handing over and taking over registers.

**g)** The Security Guard at the gate must keep a record of the movement of vehicles.

**h)** Security Guards to ensure that the gate is kept free from any obstructions.

**i)** Security Guards must be alert and vigilant and also keep a close watch on the outer perimeter.

**j)** Any unusual activity such as parking of vehicle or loitering of an individual near the gate to be immediately checked. If still in doubt, notify the Security Assistant on duty for necessary action.

**k)** Lighting at the gates to be checked at night. In case a blind spot exist near the gate, notify the Security Assistant for taking corrective action.

**l)** At no point of time, should the gates be left unguarded/ open even for a short period of time. In case it becomes necessary to leave the gate, ensure that a reliever is there on guard before leaving.

**m)** Security Guards to inform immediately the Security Assistant regarding security related incidents.

### 3. Executive Residence Security

a) Security personnel for residences of **up to nine (9)** Executives in Arusha, Tanzania

b) General guard monitoring

c) Raise a Manual Panic Alarm allowing and call for help should need arise. (24 hrs Emergency Response and Back Up Services)

d) Inform the Control Room immediately in case of any unusual incident for further guidance and assistance.

### 4. Senior Corporate Customer Services

Including but not limited to;

- Road side services in case staff are involved in accidents
- Escort to ones residence during late hours
- Incident investigations and reports
- Police assistance with filing cases
- Free advice or surveying of security requirements
- Fire and armed robbery logistics support to save time

### 5. Procedures to be followed during demonstration/threatening intruders

a) Contain the situation by gathering information, plan and prepare.

## Part 2: Section 6. Statement of Requirements

- b) Call police
- c) Assess the crowd/intruders behaviour
- d) Avoid taking any risk.
- e) Inform Security Assistant /Security Officer immediately and staff about the situation

### 6. Responsibilities of Security Guards pertaining to emergencies (fire, bomb explosion etc.)

- a) On receipt of the information regarding any emergency incident, press alarm buttons/blow whistle/ring bell and assist in alerting all staff.
- b) Inform the administration about the intensity of incident and follow evacuation plan.
- c) Call fire brigade and keep the area free for the fire brigade.
- d) Guide fire brigade to the place of fire on arrival.
- e) Shut off power and gas in case of any emergency after working hours and inform the Fire brigade/ Security Assistant immediately.
- f) If possible, try to extinguish the fire with hand-held extinguishers.
- g) Cordon off the area from the outsiders so as to avoid confusion and theft of EAC property during the confusion. Allow only authorized person into the restricted areas.
- h) Ensure no one moves towards the building.
- i) Carry out traffic control of people and vehicles.
- j) Carry out mob control.
- k) Take charge of important documents.
- l) Assist in the evacuation of the staff
- m) Any other task as may be assigned by the Security Assistant.

- **SIZE OF GUARD FORCES:** The Contractor shall provide security services and protection to the personnel and premises of both the EAC Headquarters Complex and Executive Residencies. The following table reflects such requirements:

ASIGNED POST	NUMBER OF GUARDS	
	DAY SHIFT	NIGHT SHIFT
MAIN ENTRANCE	2	1
VIP ENTRANCE/GATE	1	1
INNER CHECK VALVE	1	1
SERENGETI ENTRANCE	1	0
KILIMANJARO WING - AICC	1	1
EXECUTIVE RESIDENCIES	9	9
TOTAL	15	13
GRAND TOTAL		28

- **COMPETENCIES**

**Professionalism:**

## Part 2: Section 6. Statement of Requirements

- Knowledge of security management and practices
- Management of visitors
- Punctuality and Discipline
- Ensuring fair and non-discriminatory treatment to all irrespective of gender, religion, ethnicity, age etc.

**Knowledge in operation of communication equipment:** Good knowledge in the operation and procedures of communications (Satellite Phones, mobile phones, VHF hand held radios and HF radios, Emergency Response and Back Up Systems).

### ➤ QUALIFICATIONS OF GUARDS

**Education:** Form VI level or equivalent

**Work Experience:** Minimum 5 years or more experience in security related fields

**Languages:** Able to understand and communicate and write in English.

#### Submission of Proposals:

##### i. Technical Proposal

- a) Technical Proposal in one original and two copies
- b) Administrative requirements including; firm profile, registration and license documents, Tax registration, power of attorney(where applicable), contact details, evidence of experience in similar tasks
- c) CVs of Personnel/Guards

##### ii. Financial Proposal

- d) Full cost in USD and breakdown of reimbursable, Taxes and duties and any other related costs
- e) One original

**Note that the bidding will be a two stage two envelope.**

### A) DETAILED TECHNICAL EVALUATION

Technical evaluation criteria will be based on the quality cost based system of scoring as indicated below:

Point rated evaluation	Maximum Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract ( attach copies of LPOs and/or contracts where applicable)	20	
Equipment:		
Motor vehicles (Minimum 6)	5	
Panic Alarm systems	5	
Cycles( Minimum 6)	2	
Firearms	2	
Scanners and hand held metal detectors	5	
Radios and any other relevant equipment	10	
Sniffer dogs	2	

## Part 2: Section 6. Statement of Requirements

Experience and qualification of Managing Director, Managers, Supervisors and guards( Attach signed C.Vs of guard supervisors and guards)	10	
Insurance policy (attach cover note and proof of insurance arrangements)- Fidelity cover for security company staff against theft	10	
Senior Corporate Customer services (road side services, incident investigation, fire and armed robbery support)	5	
Presence within the five EAC partner states ( Burundi, Rwanda, Kenya, United Republic of Tanzania, Uganda and South Sudan)	5	
Guard salary structure (attach)	2	
Provision of relief personnel	2	
Days off and annual/ sick leave	2	
Training programs (customer care etc.)	3	
Methodologies of the guarding system and patrol arrangements indicate clearly the guard supervision system	10	
<b>Optional Physical visits or inspection for due diligence to confirm details given by the bidder/s</b>		
<b>Total scores</b>	<b>100%</b>	<b>Minimum scores 70%</b>
<b>Pricing Residence Day Night Monthly charge</b>		
<b>Pricing Annual charge</b>		
<b>Discounts if any</b>		

## Part 2: Section 6. Statement of Requirements

### LOT 2: COURIER SERVICES – Local, Regional and International

#### The scope of work

- Collection and delivery of letters, parcels, packages from EAC Headquarters to various destination ranging from towns in Tanzania, Capital cities and towns of EAC Partner States (Uganda, Kenya, United Republic of Tanzania, Burundi, Rwanda and the Republic of South Sudan), in the rest of Africa and overseas.
- The collection point is EAC Headquarters Complex.
- Occasionally the courier may be required to collect EAC parcels from Partner States capitals (Rwanda, Uganda, Tanzania, Kenya, Tanzania and South Sudan) for distribution.

Point Rated	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract	10	
Range of products offered	10	
Qualifications and experience of personnel	5	
Relevant experience of personnel and available personnel. ( Attach C.Vs)	5	
Location and availability of offices in the East African Region	5	
Handling of extra-large parcels	5	
Evidence of range of handling equipment	5	
Billing of deliveries	5	
Packaging and marking (indicate packaging used)	10	
Handling of undelivered cargo	10	
Tracking/tracing systems and feedback mechanism on cargo delivery	10	
Mode of communication and transportation	10	
Shipment insurance and security( Attach copy of Insurance cover notes)	10	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Score 70%</b>
<b>Price schedule</b>		
Price schedule for local deliveries and Zanzibar		
Price schedule for regional deliveries ( within EAC)		
Price Schedule for deliveries in the rest of Africa		
Price schedule for overseas deliveries outside Africa		
Any discounts offered		

**NB: Site visits can be arranged on request**

## Part 2: Section 6. Statement of Requirements

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### LOT 3: Provision of Catering Services for Conference and EAC Meetings

#### Scope of work

- To provide catering services for various meetings to be facilitated by the East African Community
- The meetings are conducted within EAC and EAC Complexes, Arusha, Tanzania
- The bidders are expected to demonstrate and prove compliance to all health requirements
- The Menu- Mid Morning and Mid Afternoon tea/coffee served with light snacks(variety)
- Lunch- Buffet style
- Provision of Halal food products
- Provision of well-dressed service tables
- Provision of table clothes for the Main Conference Hall

Point Rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no	20	
Qualifications of key personnel	10	
Relevant experience of key personnel	10	
Cooking/ Serving equipment	20	
Registration certificate for food premises	10	
Salaries/ wages of and benefits of employees	10	
Insurance policy	5	
Health certificate	5	
Number of waiting people to be provided	10	
<b>Total scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Pricing schedule</b>		
Price/ Cost schedule for Mid morning and Mid Afternoon tea and Coffee and variety of Snacks, plus Lunch- Buffet style		
Price/ Cost schedule for Lunch- Buffet style only		
Price/ Cost schedule for Mid morning/ afternoon Tea and Coffee, plus Snacks only		

## Part 2: Section 6. Statement of Requirements

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### **LOT 4: INSURANCE Brokerage**

The Broker shall ensure sums insured can be adjusted after valuations. The adjustments may involve refunds or additional payment of premiums. EAC reserves the right at its discretion, to reject any insurance policy document or part thereof deemed to have not incorporated all items, terms and conditions set. This right may be exercised at any time subject to the law and principles that govern insurance. Bidders should express their offers in rates or percentage rates.

#### **TYPES OF COVERS AT EAC TO BE HANDLED BY THE BROKER:**

1. Motor vehicles;
  - The Community operates a fleet of about 30 motor vehicles as indicated in the list below.
  - The Vehicle should be insured with Comprehensive cover for a year
  - The vehicles should be insured with COMESA cover for a year
  - EAC Motor Vehicles travel across the Six partner states and the cover is expected to extend to all such areas
2. EAC headquarters building including fittings and fixtures **valued at USD 21,011,679.30**  
Site visit a may be considered
3. Fidelity guarantee
4. Money (cash in transit)
5. Electronic equipment /all risk for e.g. laptop, PCs, ipads, phones, CCTV etc.

#### **TERMS OF REFERENCE**

- (i) Negotiate and obtain Insurance Covers for EAC assets and potential legal/contractual liabilities from reputable insurance Companies at competitive terms and conditions and ensure that policy documents are delivered to EAC.
- (ii) Getting quotations from underwriters on the premium payable for the policy aforesaid and recommending to EAC the most suitable underwriter.
- (iii) Analyze, review and scrutinize the Policy Document and any Endorsements therein, and if the entire Policy Document is found to be satisfactory, such document shall be deposited with the EAC within 30 Days within of concluding all negotiations of Insurance.
- (iv) Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of EAC from time to time subject to the law and principles that govern insurance.
- (v) Negotiating with qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy.
- (vi) Ensure motor vehicles are insured and insurance Certificates availed before expiry of Existing covers.
- (vii) Ensure immediate appointment of Loss adjusters and motor vehicle assessment and authorization of accident repairs upon receipt of all claim supporting Documents.
- (viii) Advise EAC on sources and options for premium financing on favorable terms and conditions, if so required.
- (ix) Coordination of loss evaluation with the insurance Loss adjusters and negotiating for the most Economical compensation proposal values.
- (x) Advising, reporting, handling all claims and monitoring of the Claims and Pursue claims arising out of the insured perils and ensure prompt and expeditious settlement and perform an annual Loss Review and presenting a semi-annual loss report.



## Part 2: Section 6. Statement of Requirements

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- (xi) Provide prompt and satisfactory service on the general management of the policies, claims, reviews and other technical advice.
- (xii) Arrange the immediate placement of our risks with insurers/co-insurers and undertake a periodic technical rating of such insurers/company – insurers, and advise EAC accordingly.
- (xiii) Provide such other services as may be related or ancillary to the due performance of the above work.
- (xiv) Ensure continual communication updates between insurer and the Insured is maintained on all matters related to the policies

### QUALIFICATIONS AND EVALUATION

Financial Proposals in preparing the financial proposals, Brokers are expected to take into account requirements and conditions outlined in Request for Proposal documents.

All costs associated with proposal should be indicated including:

- a) Premium payable
- b) Taxes, duties and other levies.
- c) Premium costs must be expressed in percentage rates of cost in USD

Additional information in the financial proposal will include the following:

- a) Basic scope of cover sample policy and all relevant clauses must be attached.
- b) Excess/deductibles/Minimum Charges
- c) Total premium payable
- d) Recommended lead underwriters and co-insurers if any
- e) Market/financial strength of the underwriter supported by copies of last 3 years audited accounts.

### EVALUATION CRITERIA

Evaluation of Proposal: The evaluation shall be carried out in three stages i.e. Mandatory Requirements, technical and financial evaluation. Technical shall carry 70% while Financial shall carry 30%. Only firms meeting all the mandatory requirements shall proceed for Technical Evaluation.

**1) Mandatory Requirements** – Only firms meeting all that mandatory requirements shall proceed for further evaluation.

- i) Certificate of Registration / Incorporation with Registrar of Companies
- ii) Current registration certificate with Association of Insurance Brokers of Tanzania (AIBT)
- iii) Valid tax compliance certificate
- iv) Detailed company profile showing company location, history, and organization structure

**2) Technical Evaluation-** Only firms obtaining a pass mark of 70% will proceed for financial evaluation.

- i) Must give current recommendation letters from reputable clients wherein they have provided Insurance Brokerage Services with a contract sum of at least Tshs. 500 million each per year within the last five years **(20 marks)**
- ii) Financial position – 3 years audited accounts dully filed with Registrar of Companies **(5 marks)**

## Part 2: Section 6. Statement of Requirements

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- iii) Detailed CVs of top and technical staff with at least 5 of them having Professional qualifications in Insurance (ACII/COP/Diploma in Insurance/CII) and membership with professional Insurance body (Insurance Institute of Tanzania or its equivalent). Attach evidence of Professional certificates and membership. **(20 Marks)**
- iv) Provide Fidelity Guarantee Insurance cover with sum Insured of minimum of TZS 50,000,000/-. (10 marks)
- v) proof evidence of Minimum paid up share capital of TZS 12,100,000/- (5 marks)
- v) Must have an annual premium turnover of at least 4 Billion in the last financial year (10 marks) –
- vi) Professional valid membership with association of Insurance brokers of Tanzania **(5 marks)**
- vii) Must have a valid professional indemnity Insurance cover for minimum of Tshs. 2 billion **(10 marks)**
- viii) Must be registered with the Insurance Regulatory Authority for current year 2016 and a copy of the current license be submitted **(10 marks)**
- x) Tenderers/brokers are to obtain quotations from Insurance Company that meets the following mandatory conditions **(5 marks)**.  
The tenderer must ensure that the proposed Underwriter also submits the mandatory requirements either through the tenderer or directly to the procuring entity before the closing of the tender.

### 4.3 CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 1 Must be registered with the Insurance Regulatory Authority for the current year and a copy of the Current license submitted as evidence.
- 2 Must have annual gross premiums turnover in previous year of at least Tshs. 40 billion with 50+% of this being from non-motor policies
- 3 Must have paid up capital of at least Tshs. 6 Billion
- 4 Must give current recommendation letters from a reputable clients wherein they have provided Insurance Services with a contract sum of at least Tshs. 500 million each per year within the last 5 years
- 5 Must give evidence of claim payments worth over Tsh. 10 million (copies of cheques or payment schedules made to any five corporate clients within the last financial years (2014 to date) indicate turnaround period for each claim.
- 6 Must submit a copy of the audited accounts for three previous years (2013/2014, 2014/2015 and 2015/2016) duly filed with the Registrar of Companies. Proof of filing will be required.
- 7 Must provide detailed company profile
- 8 Must submit detailed CVs of at least 5 (five) top and technical staff with evidence of Professional qualifications and membership to professional bodies.
- 9 Must submit copies of the following documents: PIN certificate, Valid Tax Compliance Certificate, Certificate of Registration/Incorporation.
- 10 Must be a current member of Association of Tanzania Insurers (ATI) and submit copy of membership certificate
- 11 Must have solvency margin of not less than 150% in the previous year. Provide evidence

## Part 2: Section 6. Statement of Requirements

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**12** Certification by Quality Assurance body e.g. ISO certification and/or having a Professional service award within the last 5 years will be added advantage to Underwriter – Provide evidence

## **Part 2: Section 6. Statement of Requirements**

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### **LOT 5: MAINTENANCE AND REPAIR OF MOTOR VEHICLES AND SUPPLY OF SPARE PARTS AND ACCESSORIES (MOTOR VEHICLE MAKES TOYOTA, MERCEDES BENZ AND NISSAN)**

- The Community operates a fleet of about 30 motor vehicles.
- The vehicle shall undergo routine maintenance as per recommended mileage requirements.
- Garages are expected to take utmost care for EAC cars during maintenance of repairs.
- Security measures are of great essence.
- Garages shall maintain insurance against burglary or fire.
- Garages are expected to have all the necessary tools and equipment.

#### **1 INTRODUCTION**

1.1 EAC intends to procure professional services of the highest from experienced and professional MOTOR VEHICLE REPAIRS AND SUPPLIERS OF SPARE PARTS AND ACCESSORIES dealers (operating within EAC Partner States) for the motor vehicle repairs services and supply of spare parts and accessories. The services of the dealer will be accessible by EAC within and outside the EAC headquarters. See appendix A for list of services and goods.

1.2 The fleet of vehicles of EAC are Mercedes Benzes, Toyotas, Nissans, Ford and Land Rovers.

1.3 Tenderers will meet all costs associated with preparation and submission of their applications.

1.4. It is EAC's policy to require that tenderers observe the highest standards of professional ethics during the selection and execution of such contracts

#### **2 Technical Proposals**

In preparing the technical proposal, candidates are expected to examine the documents comprising this invitation to tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

2.1 Candidates are required to meet the compliance criteria stipulated therein. Those who do not meet the requirements need not submit tenders. Only tenders which fulfil these requirements will be considered for detailed evaluation.

#### **3.0 TENDER EVALUATION**

##### **3.1 General**

Candidates shall not contact the EAC on any matter relating to their tender from time of the opening of the tenders to the time the evaluation is finalised and official communication is sent to respective. Any effort by the candidates to influence EAC in the tender evaluation shall result in rejection of their tender.

##### **3.2 Evaluation of Technical Proposals**

3.3 EAC will examine the bids to determine whether they are complete and generally in order to be determined as sufficiently responsive.

3.4 EAC will carry out the evaluation of the Technical Proposals, on the basis of their responsiveness to the Terms of Reference.

## Part 2: Section 6. Statement of Requirements

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3.5 Tenderers who will qualify according to the selection criteria will be invited to submit their quotations for the supply of goods/services as and when required by EAC

3.6 EAC reserves the right to accept or reject any or all Tenders without the obligation to assign any reasons for its decision thereof.

### 5.0 TERMS AND CONDITIONS OF BUSINESS

5.1 Tenderers should accept EAC's official Orders for provision of services or supply of goods.

5.2 Payment terms will be thirty (30) days after date of delivery and Invoicing.

5.3 Applicants for motor vehicle repair services conducted at their premises will meet all the requirements stipulated in the attached Terms & Conditions of Motor Vehicle Repair Contract.

5.4 EAC reserves the right to visit the physical garage /workshop premises to assess its capability to deliver the said services as a measure of post-qualification.

5.5. The Language to submit documents is **English**.

### SECTION 1 (B)

#### TERMS AND CONDITIONS OF CONTRACT APPLICABLE TO MOTOR VEHICLE REPAIR SERVICES

##### 1.0 LEGAL REQUIREMENTS

The Contractor **MUST** comply with the following legal requirements:-

- (a) Business must be conducted on legally owned or legally leased premises with documented proof of this condition.
- (b) Must Possess valid legal licence to conduct vehicle repair business within the premises in (a) above.
- (c) Must possess valid Business certificate of incorporation.
- (d) Must possess valid business insurance cover within the business premises against the following:
  - 
  - (i) Theft of property, vehicles or vehicle parts and accessories
  - (ii) Damage to property, vehicles or vehicle parts due to fire.
  - (iii) Accidental damage to property or vehicles, while under repairs.
- (e) Must provide a copy of VAT registration certificate or exemptions certificate where applicable.

##### 2.0 SECURITY

The Contractor must provide adequate security and operate within: -

- (a) Secure workshop / garage, surrounded by stone walls with lockable metallic gates.
- (b) The premises must be manned by guards of a reputable Security firm.

##### 3.0 FINANCIAL CAPABILITY

3.1 The Contractor should have the resources and the financial capability to provide vehicle repair services within the agreed repair periods.

## **Part 2: Section 6. Statement of Requirements**

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- 3.2 The Contractor should have documented proof of ability to acquire spare parts and perform vehicle repair services, before payments are made for the services provided. The proof will be in the form of a company statement or latest Bank statement.

### **4.0 WORKSHOP FACILITIES AND CAPABILITY**

- 4.1 The Contractor should possess the following workshop facilities, equipment and working tools as minimum requirements for motor vehicle repairs including: -
- (i) Air Compressor (at least 200 psi) and spray painting capability.
  - (ii) Arch welding and Gas welding sets.
  - (iii) Service pit or ramp.
  - (iv) At least 2 sets of Complete Automotive Mechanics' tool boxes.
  - (v) Working space to accommodate at least four saloon vehicles being worked on at the same time.
  - (vi) Other workshop equipment and fittings including work benches and bench vices.
- 4.2 The workshop should have a team of qualified workers (Mechanics); At least two mechanics with a Government Trade test grade I certificate among experienced mechanics should comprise the Contractors staff list.
- 4.3 The Contractor should have at least a telephone facility or fax to enhance effective communication.

### **5. SPARE PARTS**

- 5.1 Genuine new spare parts shall be fitted on vehicles during repairs.
- 5.2 The defective old parts replaced from the vehicles will be provided accompanied with a delivery note enlisting the parts at the time of release of the repaired vehicle.
- 5.3 No second hand spare parts shall be fitted/used on the vehicles during repairs.
- 5.4 Prices charged on the new spare parts used in the repairs should be competitive in the open market. The EAC has the right to challenge non-competitive applied prices and shall demand for appropriate credit note amounts where necessary.
- 5.5 Discounts offered on parts will consistently be applied in invoices on spare parts supplied and/or used in repair of vehicles.

### **6.0 TERMS OF BUSINESS**

- 6.1 The Contractor shall accept to honour Purchase Orders of East African Community (EAC) subject to all the terms and conditions therein.
- 6.2 The Contractor shall accept to release repaired vehicles with certified invoices.
- 6.3 The invoices shall be paid within thirty (30) days from the date of submission.
- 6.4 No vehicles shall be released without a delivery note, the repair invoice and the old parts duly listed on the delivery note.

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- 6.5 The Contractor shall accept full responsibility of EAC vehicles and any valuable items or documents in the vehicles under repair.
- 6.6 The vehicles will be released against a letter of authority to collect the vehicle together with all the items listed in it. The letter shall be signed by an officially authorised EAC officer, and duly stamped with official Company seal/stamp.
- 6.7 For repair costs expected to exceed one thousand US dollars (US \$ 1,000.00), the contractor shall notify the Company in writing before authority to go ahead with the repair work is given in writing.
- 6.8 Warranty - The Contractor shall guarantee good workmanship and quality repair services. For major repairs and overhauls, premature failures of major components shall be rectified at the Contractor's expense to a level acceptable to the company.
- 6.9 In case of a standard engine, Gearbox or Differential unit overhauls a guarantee to cover mileage not less than 10,000 Km should be given.

### **7.0 QUALITY OF REPAIRS**

The Contractor shall do high quality repairs of professional standards. Repeat repairs shall be done at the cost of the contractor and where notoriety is observed the contractor shall risk the contract being withdrawn and the company shall be liable to consequential damages.

#### **7.1 Accurate diagnosis**

The contractor shall make accurate diagnosis to eliminate requisitioned defects and take responsibility to fit correct genuine parts. Where wrong diagnosis is done to cause fitting of wrong parts, the contractor shall rectify the error at their own cost and charge the genuine cost corresponding to the requisitioned works.

#### **7.2 Workmanship**

The contractor must assure good workmanship and any damage or losses due to poor workmanship shall be borne by the contractor.

### **8.0 Inspection and Tests**

EAC reserves the right to inspect and/or test the vehicles in the Contractor's premises to confirm the quality of repairs and spares used. The Contractor shall ensure that the tyre and battery serial number, make and size records at the time of entry of the vehicles tallies with the records at the time of release.

### **9.0 Probation Period**

There will be a probation period of six (6) months or a period within which at least four vehicles have been successfully repaired, whichever is greater.

### **10.0 Termination of Contract**

The Company reserves the right to terminate the contract without notice and without obligation to assign any reason for the decision.

### **11.0 Period of Contract**

## **Part 2: Section 6. Statement of Requirements**

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The contract will run for a period of **One (1)** year from the date of your Acceptance Letter renewable upon satisfactory performance.

### **12.0 Storage of vehicles**

During the repair of vehicles, the Contractor shall be expected to safely retain the vehicle at the garage/workshop premise until the repairs are complete. Storage charge claims should not arise at any time during the contract.

### **13.0 Mileage and Fuel Records**

The speedometer and the fuel gauge readings shall be recorded, and the Contractor will account for any changes of such readings at the time of release of the vehicle. Unauthorized mileage covered while the vehicle is booked in for repair will be charged to the Contractor at the prevailing Official Company charges (Charge out rates).

### **14.0 Documents to be submitted**

Copies of the following document should be submitted with your proposal: -

1. A copy of the current valid Trade licence
2. A copy of Registration certificate
3. A copy of the business PIN/TIN registration certificate
4. A copy of VAT registration certificate or exemption document.
5. Certificate of Insurance of business against damage to property, fire, theft and general damages.
6. Copies of last 3 annual audited account reports
7. All other requirements earlier indicated in the document.

### **16.0. Contract Interpretation**

This contract shall be interpreted in accordance with relevant laws where the contractor is based.

### **17.0. Nature of Business**

Specify and give details of the services you wish to render and the town/Area location of your interest (Description of goods or services, name of firm, State whether franchise/appointed agent or dealer/manufacturer, Postal and physical address of registered office and branches).

**17.1.** All tender documents to be initialled and signed by authorised person on all pages and to be stamped on first page and financial and technical quotation parts.

**17.2.** State the number of employees in the firm and how many are technical, semi-skilled and support staff.

### **List of Services and goods**

1. General Service and repair of motor Vehicles
2. Engineering fabrications, fitting and machining of parts and supply of fasteners
3. Upholstery cleaning
4. Supply of motor vehicle parts and accessories
5. Supply of tools and related hardware and accessories
6. Tyre fitting, wheel balancing and wheel alignment
7. Automotive electrical & electronic repairs and radio repair services
8. Motor vehicle body building, panel beating and spray painting.

### **Price schedule for Maintenance of motor vehicles**



## Part 2: Section 6. Statement of Requirements

PRICE SCHEDULE			
		<b>M/Benz E320/E350/GL 500</b>	
		<b>Please indicate the following</b>	<b>Price – Tshs./USD/etc. (to remain constant throughout contract period)</b>
1		Labour charge	
2		Greasing	
3		<b>Changing oil</b>	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		<b>Toyota L/Cruiser</b>	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		<b>Nissan Patrol</b>	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		<b>Toyota Prado</b>	

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1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		<b>M/Benz E240</b>	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		<b>Toyota - Prado</b>	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	

## Part 2: Section 6. Statement of Requirements

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Point Rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no	10	
Number and qualifications of key personnel ( attach CV)	15	
Relevant experience of key personnel	15	
Security measures within the garage premises	15	
Insurance against fire, burglary, comprehensive garage number plates	15	
Layout- service bays, cleaning bay, engine room, panel beating area, parking area etc.	10	
Equipment and facilities e.g. inspection kits, tool boxes, electric hydraulics hoists, compressed air equipment, breakdown, fire extinguishers	20	
Size and space available for parking and servicing motor vehicles.	10	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Score 70%</b>

## Part 2: Section 6. Statement of Requirements

### LOT 6: REPAIRS AND MAINTENANCE OF AIR CONDITIONERS

- (a) Service and repair and (including stand-by attention and replacement of parts, where necessary) of all IT equipment; and
- (b) Preventive maintenance for the following equipment.
- (c) Provide technical advice on proper maintenance of equipment
- (d) Routine maintenance (provide maintenance schedule)

S/NO.	Item description	Quantity	unit	Unit price	Total
I	Indoor SMMS	45	Units		
II.	Outdoor MMY	7	PCs		
III.	Water Chiller	1	PC		
IV.	Package Unit	1	PC		
V.	A.H.U	1	PC		
VI.	Split Unit	4	PAIRS		
<b>DATA CENTRE</b>					
I.	Split unit	4			
II.	Standing ACs	2			
<b>KILIMANJARO DATA CENTER</b>					
I.	Split unit	3			

#### KEY AREAS TO BE CHECKED,

1. 14HP – Door (MMY) Compressor
2. Outdoor (MMY) control cards
3. Indoor (SMMS) Control cards
4. Outdoor (MMY) Pressure Control cards
5. Chiller pressure Control Sensor
6. 78KW Chiller Compressor
7. Refrigerator Gas
8. Chiller water Pump
9. Control Contractor

<b>EVALUATION CRITERIA FOR THE KITCHEN TENDER</b>		
<b>Point rated Evaluation</b>	<b>Scores</b>	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone ( General experience of the firm)	30	
Knowledge of the area of assignment	10	
Understanding of the assignment/organizational capability	10	
Indicate the Maintenance Schedule	10	
Tools and equipment proposed for the assignment and their quality	10	
Evidence of site visit	10	
Specific qualifications and experience of key personnel i.e. certificate( Attach CVs)	20	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Price/ Cost schedule</b>		

## Part 2: Section 6. Statement of Requirements

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### LOT 7: Repairs and Maintenance of Servers and Core Network Devices

- (a) Service and repair and (including stand-by attention and replacement of parts, where necessary) of all IT equipment; and
- (b) Preventive maintenance for the following equipment
- (c) Maintenance of VMware Virtual Servers and Dell Equallogic Storage Environment.
- (d) Must be Cisco Authorised Dealer and Letter of Authorisation must be attached.
- (e) Must be Dell Authorised Dealer and Letter of Authorisation must be attached.
- (f) Must be VMware Authorised Dealer and Letter of Authorisation must be attached.
- (g) Provide technical advice on proper maintenance of equipment
- (h) Routine maintenance
- (i) List of items to be covered
- (j) Some items may be procured during the financial year – Additions and may be prorated accordingly.
- (k) The exact licenses that we require in each LOT for the CORE servers/devices not covered under CISCO SmartNet
- (l) The types of maintenance—quarterly, regular updates/upgrades, etc;

**The technical evaluation criterion for the above is given below:**

Point rated Evaluation	Scores	
List of current and previous similar assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone (General experience of the firm)  Attach LPOs, LSOs or contracts	20	
Knowledge of the area of assignment	10	
Understanding of the assignment/organizational capability <ul style="list-style-type: none"><li>Provide a detailed support plan indicating the various services offered during the contract execution</li></ul>	10	
Indicate the Maintenance Schedule	10	
Tools and equipment proposed for the assignment and their quality	10	
List and type of chemicals to be used during cleaning	10	
Specific qualifications and experience of key personnel i.e. certificate( Attach CVs) Proposed staff must have necessary professional certifications namely VMware vSphere certification Dell EqualLogic certification Dell Servers certification Dell Blade enclosure certification Attach CVs and certificates of the staff.	20	

## Part 2: Section 6. Statement of Requirements

Manufacturer's Authorization Letter	5	
Smartnet/Warranty Cover policy	5	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Price/ Cost schedule</b>		

<b>LOT 7: Servers and <u>Core</u> network devices</b>				
3.1	Servers	IBM, DELL and Compaq servers		
	PE R520	5JVJ5J	1	
	PE M1000E Chasis	J7XNJ5J, 58XNJ5J	2	
	PE M910	HS3BJ5J, FS3BJ5J, JS3BJ5J, GS3BJ5J	4	
	Equallogic PS 6100E	18XNJ5J, 28XNJ5J	2	
	Equallogic PS 6100XV	48XNJ5J, 38XNJ5J	2	
	Force 10 S25N-S50N	CNJQ9T1	1	
	Power connect 6224	2MNQ9T1	1	
	Power connect 6220	82YNJ5J, 92YNJ5J, B2YNJ5J, 72YNJ5J, G2YNJ5J, F2YNJ5J, D2YNJ5J, C2YNJ5J	8	
	Power Vault TL 2000	DG0TXS1	1	
	Dell KVM1081AD	HWQFMW1	2	
3.2	<b>Routers, Hubs &amp; Switches</b>			
	Cisco Switch 5609 core	WS-C6509-E	2	
	Cisco Router	2911/K9	2	
	Cyberoam	CR1500ia	1	
	Cisco Switch 3750E-Series	WS-C3750E-24PD-5	30	
	Cisco Switch 3750E-Series	WS-C3750E-48PD-5	10	
	Cisco Indoor Wireless	AIR-AP1252AG-E-K9	50	
	Cisco Outdoor Wireless	AIR-LAP1522AG-E-K9; AIR-BR1310G-E-K9-R	10	
	Dlink Switches		10	

## Part 2: Section 6. Statement of Requirements

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The technical evaluation criterion for the above is given below:

<b>Point rated Evaluation</b>	<b>Scores</b>	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone ( General experience of the firm)	20	
Knowledge of the area of assignment	10	
Understanding of the assignment/organizational capability	10	
Indicate the Maintenance Schedule	10	
Tools and equipment proposed for the assignment and their quality	10	
List and type of chemicals to be used during cleaning	10	
Specific qualifications and experience of key personnel i.e. certificate( Attach CVs)	20	
Manufacturer's Authorization Letter	5	
Smartnet/Warranty Cover policy	5	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Price/ Cost schedule</b>		

## Part 2: Section 6. Statement of Requirements

### LOT 8: Cisco Smartnet Total Care for Vc/Tp Equipment (Communication Server)

- (a) Service and repair and (including stand-by attention and replacement of parts, where necessary
- (b) SmartNet cover on most of CISCO devices so the required maintenance aspects is minimal for this LOT;
- (c) The types of maintenance—quarterly, regular updates/upgrades, etc;
- (d) Supplier of this service MUST be Gold and demonstrate two references of similar work

### LOT 8a: Cisco Smartnet Total Care for VC/TP Equipment (Communication Server)

Line number/Qnty	Part Number/Serial Number	Description
1	FCH1817V2RR	Cisco Telepresence Content Server (Part Number : CON-ECDN-CPRO10P :Description :TCS-C220-PRO10P-K9)
1	FCH1827V12C/ FCH1827V13K	Cisco UCS C220 M3 Rack Server (Part No: CON-SNT-C220M3SF/ CON-SNT-C220M3SF Description: UCSC-C220-M3S/ UCSC-C220-M3S

### LOT 8b Supply Cisco Meeting Server to support the Video conference functionalities

Line Number	Part Number	Description	Qty
1.0	CTI-CMS1KM5-BUN-K9	Cisco Meeting Server 1000 M5 Bundle	1
1.1	CTI-CMS-1000-M5-K9	CMS 1000 M5 Server	1
1.1.1	CAB-C13-C14-AC	Power cord, C13 to C14 (recessed receptacle), 10A	2
1.1.2	VMW-VS6-CVSTD-K9	Embedded License, Cisco Collab Virt. Standard 6.x (2-socket)	1
1.1.3	CMS1K-SW-HMN	Cisco Meeting server 1000 HMN sw preload	1
1.1.4	CIT3-HD300G10K12N	300GB 12G SAS 10K RPM SFF HDD	2
1.1.5	R2XX-RAID1	Enable RAID 1 Setting	1
1.1.6	CIT3-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
1.1.7	CIT3-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	8
1.1.8	CIT3-CPU-6140	2.3 GHz 6140/140W 18C/24.75MB Cache/DDR4 2666MHz	2
1.1.9	CIT3-PSU1-770W	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	2
1.2	R-CMS-K9	Virtual Edition Cisco Meeting Server (CMS)	1
1.2.1	LIC-CMS-K9	Cisco Meeting Server Release key (encryption enabled)	1
1.2.2	LIC-CMS-PAK	Cisco Meeting Server (CMS) PAK	1



## Part 2: Section 6. Statement of Requirements

1.2.3	SW-CMS-2X-K9	Cisco Meeting Server (CMS) 2.x Software image	1
<b>2.0</b>	<b>CMS-PMP-K9</b>	Cisco Meeting Server Personal Multiparty (a la carte offer)	1
2.1	LIC-CMS-PMP+	Cisco Meeting Server Personal Multiparty a la carte	25
2.2	LIC-EXP-RMS-PMP	RMS Licensing included with PMP & SMP	7
2.3	LIC-TMS-PMP-PAK	TMS PAK for Configuration Use	1
2.4	LIC-TMS-APL-S80100	TMS Serial Number included with Base Software	1
2.5	SW-TMS-15.X-K9	TMS Base Software Image Version 15.X	1
2.6	LIC-CMS-PAK	Cisco Meeting Server (CMS) PAK	1
2.7	LIC-EXPE-PMP-PAK	Expressway Series, Expressway-E PAK	1
2.8	LIC-EXP-MSFT-PMP	Microsoft Interoperability Option	1
2.9	LIC-TMS-EX25-PMP	TMS Exchange integration for 25 Systems	1
2.1	LIC-TMS-10-INCL	Cisco TMS - included 10 System License	1
2.11	LIC-CMS-PMP-M-USER	Cisco Meeting Server (CMS) PMP License for Single Host	25
<b>3.0</b>	<b>LIC-CMS-ACU=</b>	Cisco Meeting Server (CMS) ACU License	1
<b>4.0</b>	<b>TP-SMP-K9</b>	Cisco TelePresence Shared Multiparty	1
4.1	LIC-TMS-PMP-PAK	TMS PAK for Configuration Use	1
4.2	LIC-TMS-APL-S80100	TMS Serial Number included with Base Software	1
4.3	SW-TMS-15.X-K9	TMS Base Software Image Version 15.X	1
4.4	LIC-TMS-25-PMP	Cisco TMS - Additional 25 Direct Managed Systems	1
4.5	LIC-TMS-EX25-PMP	TMS Exchange integration for 25 Systems	1
4.6	LIC-TMS-10-INCL	Cisco TMS - included 10 System License	1
4.7	LIC-EXP-SERIES	Enable Expressway Series Feature Set	2
4.8	LIC-EXP-GW	Enable GW Feature (H323-SIP)	2
4.9	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2
4.1	LIC-EXP-E	Enable Expressway-E Feature Set	2
4.11	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2
4.12	LIC-SW-EXP-K9	License Key Software Encrypted	2
4.13	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	2
4.14	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	2
4.15	LIC-EXP-TURN	Enable TURN Relay Option	2
4.16	LIC-EXP-AN	Enable Advanced Networking Option	2
4.17	LIC-TMS-STARTERKIT	TMS Starter Kit for CMS (Acano). Includes TMS 25 devices	1
<b>5.0</b>	<b>CMS-RECORDING</b>	Cisco Meeting Server (CMS) Recording and Streaming	1
5.1	CMS-REC-STARTERKIT	Cisco Meeting Server Recording & Streaming SW Starter Kit	1
5.2	LIC-CMS-PAK	Cisco Meeting Server (CMS) PAK	1
5.3	LIC-REC-STARTER	Cisco Meeting Server (CMS) Recording one Port license	1
5.4	LIC-CMS-REC-PORT	Cisco Meeting Server Recording or streaming one Port license	5
<b>6.0</b>	<b>CUWL-11X-K9</b>	Unified Workspace Licensing v. 11.x	1

## Part 2: Section 6. Statement of Requirements

6.1	NEW-UWL-11X-STD	New CUWL Standard Edition 11.x User, 1 User	300
6.2	NEW-UWL	New or Migration users for a new CUWL Deployment	1
6.3	JABBER-DESKTOP	Jabber for Desktop for PC and Mac	225
6.4	VXME-USR	Cisco VXME Users	3
6.5	JAB-SDK-K9-RTU	Jabber Software Development Kit RTU	1
6.6	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	1
6.7	LIC-EXP-GW	Enable GW Feature (H323-SIP)	12
6.8	LIC-UC-ENC	UC Encryption License	1
6.9	VXME-USR-RTU	VXME Right to Use	1
6.1	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	6
6.11	JAB-ADR-CLNT-UWL	Jabber for Android CUWL Only	90
6.12	CUCILYNC-UWL-RTU	CUCILYNC UWL Right to Use Certificate	1
6.13	JABBER-SDK	Jabber Software Development Kit	3
6.14	LIC-EXP-E	Enable Expressway-E Feature Set	6
6.15	UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2
6.16	UWL-11X-PAK	CUWL 11.x PAK	1
6.17	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	6
6.18	LIC-EXP-AN	Enable Advanced Networking Option	6
6.19	LIC-SW-EXP-K9	License Key Software Encrypted	12
6.2	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	1
6.21	UCXN-11X-UWL-STD	Unity Connection 11.x CUWL STD Users	300
6.22	JAB-ADR-RTU	Jabber for Android Right to Use	1
6.23	JAB-IPH-RTU	Jabber for iPhone Right to Use	1
6.24	LIC-EXP-DSK	Expressway Desktop Endpoint License	300
6.25	LIC-EXP-SERIES	Enable Expressway Series Feature Set	12
6.26	CUCILYNC-CLNT-UWL	Cisco Unified Comm Integration for Lync for CUWL only	30
6.27	JAB-IPH-CLNT-UWL	Jabber for iPhone CUWL Only	120
6.28	JABBER-DSK-K9-RTU	Jabber for Desktop Right to Use	1
6.29	JABBER-TABLET	Jabber for iPad and Android Tablet	90
6.3	JABBER-TABLET-RTU	Jabber for Tablet Right to Use	1
6.31	LIC-EXP-TURN	Enable TURN Relay Option	6
6.32	UCM-11X-UWL-STD	UC Manager 11.x CUWL STD Users	300
6.33	UWL-11X-STD	CUWL Standard 11.x Users - Service Use Only	300
6.34	UCAPPS-SW-11.X-K9	Version 11.x Software Kit	1
6.35	LIC-EXP-RMS	Expressway Rich Media Session	10
6.36	UC-10.X	Version 10.x	1
<b>7.0</b>	<b>CON-SNT-CTICMSM5</b>	SNTC-8X5XNBD CMS 1000 M5 Server	1
7.1	CON-ECMU-VMWVS6CV	SWSS UPGRADES Embedded License, Cisco Collab Virt. Sta	1
<b>8.0</b>	<b>CON-ECMU-RCMSK9</b>	SWSS UPGRADES Virtual Edition Cisc	1
8.1	CON-ECMU-LICCMSLG	SWSS UPGRADES Cisco Meeting Server	1
8.2	CON-ECMU-SWCM2XK9	SWSS UPGRADES Cisco Meeting Serve	1
<b>9.0</b>	<b>CON-ECMU-CMSPMPK9</b>	SWSS UPGRADES Cisco Meeting Server	1

## Part 2: Section 6. Statement of Requirements

9.1	CON-ECMU-LICMSPMP	SWSS UPGRADES Cisco Meeting Server	25
9.2	CON-ECMU-LICMUSER	SWSS UPGRADES Cisco Meeting Server	25
10.0	CON-ECMU-LICCMSCU	SWSS UPGRADES Cisco Meeting Server	1
11.0	CON-ECMU-TPSMPK9	SWSS UPGRADES Cisco TelePresence Shared Multiparty	1
11.1	CON-ECMU-LICTTERK	SWSS UPGRADES TMS Starter Kit for	1
12.0	CON-ECMU-CMSRECOR	SWSS UPGRADES Cisco Meeting Server (CMS) Recording	1
12.1	CON-ECMU-CMSRECST	SWSS UPGRADES Cisco Meeting Server	1
12.2	CON-ECMU-LICMPORT	SWSS UPGRADES Cisco Meeting Server	5
13.0	CON-ECMU-CUW1LXK9	SWSS UPGRADES Unified Workspace Licensing v. 11.x	1
13.1	CON-ECMU-UWL11XS1	SWSS UPGRADES CUWL Standard 11.x Users - Service Use O	300
13.2	CON-ECMU-LICEXPRM	SWSS UPGRADES Expressway Rich Media Session	10

The technical evaluation criterion for the above is given below:

Point rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone ( General experience of the firm)	20	
Knowledge of the area of assignment	10	
Understanding of the assignment/organizational capability	10	
Indicate the Maintenance Schedule	10	
Tools and equipment proposed for the assignment and their quality	10	
List and type of chemicals to be used during cleaning	10	
Specific qualifications and experience of key personnel i.e. certificate( Attach CVs)	20	
Manufacturer's Authorization Letter	5	
Smartnet/Warranty Cover policy	5	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Price/ Cost schedule</b>		

### **LOT 9: TENDER FOR CLEARING AND FORWARDING OF GOODS**

- From time to time the Community receives goods from overseas,
- All deliveries are made to the EAC Headquarters in Arusha
- Collects and sends personal effects from and to place of domicile for members of staff joining and leaving the Community respectively
- Goods are collected or transported to and from principally the Six Partner State countries e.g., Bujumbura, Dar-es-Salaam, Kigali, Kampala and Nairobi and South Sudan.

## Part 2: Section 6. Statement of Requirements

Point Rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no	20	
Qualifications and relevant experience of personnel ( Attach CVs)	15	
Available personnel	10	
Handling of packages, relevant equipment, and packaging material for items to be dispatched.	10	
IATA Certificate	10	
Insurance and Security ( attach copy of Insurance Cover Notes)	5	
Tracking / tracing systems and feedback mechanism on cargo delivery.	5	
Bond for customs agent	5	
Bond for Customs agent	10	
Customs License	10	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Score 70%</b>
<b>Various fees</b>		
Agency Fee		
Documentation/photocopies charges		
Customs and verification/examination		
Wharfage; 20ft container		
Wharfage; 40ft container		
Loading and Offloading		
Packaging ( Cost of boxes)		
Handling Charges		
Customs Authorized signatories		
Any other loose cargo charges		

## LOT 10: SUPPLY OF NEWSPAPERS AND VARIOUS PUBLICATIONS

### About the Supply of Newspapers/Publications

- East African Community provides English version newspapers and magazines for its various offices allocated within EAC Complex at Arusha Tanzania.

## Part 2: Section 6. Statement of Requirements

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- Provision of daily newspapers and magazines from each member countries. (Tanzania, Kenya, Uganda, Burundi, Rwanda and the Republic of South Sudan)

Point rated evaluation	Scores	
List of current and previous similar assignments indicating- Name of client, Period and duration of the contract, contact	15	

- A total up to six (8) copies of each newspaper from each Partner State are required daily;
- The supply capacity needed is to provide the latest newspapers. Newspapers from Kenya and Tanzania should be of the current day while those from other Partner States should not be more than two days old.
- The newspapers/publications will be received at the Registry, located within the EAC Complex, EACJ Wing, and Ground Floor.
- Bidder must indicate the name of all English version newspapers it can get from all member countries and its costs.
- Issuing of daily delivery Note, alongside the supply of newspapers.
- The various magazines and publications include; Time, The Economist, and Newsweek.

## Part 2: Section 6. Statement of Requirements

person and telephone no.		
<b>Capacity to supply newspapers from:</b>		
KENYA( Daily Nation, The Standard, The East African)	10	
BURUNDI	10	
RWANDA (The New Times)	10	
UGANDA (The New Vision, The Monitor)	10	
TANZANIA( The Guardian and Daily News)	10	
SOUTH SUDAN (The Southern Eye, the Juba Monitor	10	
Any other relevant regional publications	05	
Frequency and speed of supply of newspapers (Daily on time)	05	
<i>State clearly the various regional and International publications and methodology of delivery of newspapers and publications.</i>	15	
<b>Total scores</b>	<b>100</b>	<b>Minimum scores 70%</b>
<b>Pricing schedule</b>		
Newspaper price per piece per week (or monthly or yearly)		
Unit Price of Local and International publications/ Magazines e.g. Time, The Economist, Newsweek to be received in the Registry located at the EACJ wing, Ground Floor		

**LOT 11: ADVERTISING AGENT FOR BURUNDI**

## Part 2: Section 6. Statement of Requirements

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Point Rated Evaluation	Scores	
List of current and previous similar assignments indicating- Name of client, Period and duration of the contract, contact person and telephone no.	20	
Capacity to advertise with newspapers from BURUNDI (mainly Le Renouveau )	20	
Any other relevant local publications with wide circulation	10	
State clearly and attach agency Contracts or agreements or recommendations of the newspapers for placement of adverts in their newspapers as may be stipulated by EAC	50	
<b>Total scores</b>	<b>100</b>	<b>Minimum scores 70%</b>
<b>Pricing schedule:</b>		
rice per newspaper advert per size/dimension of advert i.e. Quarter, Half, Full, with and without colour, plus any other relevant newspaper		



**Part 2: Section 6. Statement of Requirements**

dimensions.		
State clearly the Commission		

## Part 2: Section 6. Statement of Requirements

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### LOT 12: ADVERTISING AGENT FOR RWANDA

<b>Point Rated Evaluation</b>	<b>Scores</b>	
List of current and previous similar assignments indicating- Name of client, Period and duration of the contract, contact person and telephone no.	20	
Capacity to advertise with newspapers from Rwanda (mainly The New Times )	20	
Any other relevant local publications with wide circulation	10	
State clearly and attach agency Contracts or agreements or recommendations of the newspapers for placement of adverts in their newspapers as may be stipulated by EAC	50	
<b>Total scores</b>	<b>100</b>	<b>Minimum scores 70%</b>
<b>Pricing schedule:</b>		
Price per newspaper advert per size/dimension of advert i.e. Quarter, Half, Full, with and without colour, plus any other relevant newspaper dimensions.  State clearly the Commission		

## Part 2: Section 6. Statement of Requirements

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### LOT 13: ADVERTISING AGENT FOR SOUTH SUDAN

Point Rated Evaluation	Scores	
List of current and previous similar assignments indicating- Name of client, Period and duration of the contract, contact person and telephone no.	20	
Capacity to advertise with newspapers from South Sudan (mainly The Juba Monitor) or any other widely used.	20	
Any other relevant local publications with wide circulation	10	
State clearly and attach agency Contracts or agreements or recommendations of the newspapers for placement of adverts in their newspapers as may be stipulated by EAC	50	
<b>Total scores</b>	<b>100</b>	<b>Minimum scores 70%</b>
<b>Pricing schedule:</b>		

## Part 2: Section 6. Statement of Requirements

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Price per newspaper advert per size/dimension of advert i.e. Quarter, Half, Full, with and without colour, plus any other relevant newspaper dimensions.		
State clearly the Commission		

## Part 2: Section 6. Statement of Requirements

### LOT 14: SUPPLY OF GROUND FUEL SERVICES

#### SPECIFICATIONS

- Unleaded gasoline products shall be a minimum of 87.0 motor octane number and shall be designed and formulated for moderate and severe fleet applications such as operations on urban roads, highway, off-road, farm
- Diesel fuel shall contain less than one-half of one percent of sulphur content.
- Vendor must provide the most current product guide/specification sheets for unleaded, unleaded premium and diesel fuels.
- Diesel oils shall be suited for naturally aspirated, turbo-charged, and after cooled diesel engines.
- Fuel with alcohol additives or extenders are unacceptable
- Vendor must show origin of fuel
- *NB: Consumption will not acceptable without official authorization in form of Fuel Order*

EAC reserves the right to reject any or all quotations received and to accept any quotations. Therefore the lowest or any quotation may not necessarily be accepted.

#### 1. Evaluation Criteria

The award criteria will be carried out according to the criteria indicated in the, check list below. The Contract will be awarded to the lowest best evaluated bidder.

#### PRELIMINARY EVALUATION GRID ON PASS/FAIL BASIS

Mandatory requirements	Pass	Fail
(a) Company Profile, Name, i) Contact person, and ii) Telephone, Mobile Number, and Email <b>And any other relevant information.</b>		
(b) Bank details, (Company Account Name, Account Number, Name of bank,)		
(c) Valid Business License.		
(d) Taxpayers Identification Number (TIN) Certificate.		
(e) Value added Tax (VAT) Certificate		
(f) Certificate of Incorporation/ Registration		
(g) Physical Business Premises and Postal address		
(j) Physical evidence of dealership or agency of Manufacturers in case of a specialized product.		

#### DETAILED TECHNICAL EVALUATION ON PASS/FAIL BASIS

Estimated quantity per month	500 litres
Contract duration	One (1) year
Geographical Location of respondent's facilities	Arusha
Number of fuel outlets	At least two
Past experience and list of Current Corporate Customers	At least two on card system
Supplier's technical facilities/ equipment and qualified Technical Staff	Card readers, clean pumps
Working hours (including weekends and public holidays)	24 hours
Fuel Card option	Show evidence

## Part 2: Section 6. Statement of Requirements

Insurance, Firefighting and protection equipment		Attach copies of Certificates of insurance
Credit Period (number of days after issue of invoice)		Minimum 30 days
Period of supplying before invoicing		30 days
Fuel with alcohol additives or extenders		Not acceptable
origin of fuel		indicate
<b>Indicative Price per Litre</b>	<b>Petroleum</b>	
	<b>Diesel</b>	

**\*PHYSICAL CHECK OF THE OUTLETS WILL BE CARRIED OUT**

**\*Consumption shall not be acceptable without official authorization in form of a fully signed Fuel Order**

## **Part 2: Section 6. Statement of Requirements**

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### **Lot 15: PROVISION OF AIR TRAVEL AND RELATED SERVICES FOR THE EAST AFRICAN COMMUNITY HEADQUARTERS IN ARUSHA, TANZANIA.**

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

#### **a) Introduction**

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

#### **b) Objective**

1. The proposed contract with the Travel Agent will cover airline ticketing and incidental services such as issuance/delivery, revalidation, re-routing, re-issuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for EAC staff (for purposes of official and non-official/personal travels) and consultants, delegates and participants attending meetings or on official business for EAC.
2. The Successful bidder (“the Travel Agent”) will be required to sign a contract with EAC to perform travel services specified under Terms of Reference and agreeing to clearly identified service levels. The contract shall be for two (2) years subject to bi-annual performance evaluation. The collective annual volume of tickets procured during the year 2017/2018 by EAC was in excess of US \$ 2,695,186 and is expected to remain at comparatively similar levels or above in the next two years.

#### **c) EAC Travel policy**

1. The Travel agent shall be given copies of EAC travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all official travel.
2. The Travel Agent is required to take into consideration the most direct and economical routing and least costly fares and to research alternate itineraries in order to provide the lowest appropriate fares. Business class tickets are limited to only Executives while staffs are to travel on economy tickets. The Travel Agent must be knowledgeable of and be prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate and be able to negotiate for discounted rates with airlines. Fares which entail restrictive conditions shall only be booked with the express approval of EAC.

#### **d) Scope of Services**

The following are the scope of services requirement for EAC:

1. The Travel Agent shall appoint dedicated personnel(s) to be responsible for EAC air ticketing and related services
2. The Travel agent shall provide travel services for 24 Hours during working days. In addition the Travel Agent shall provide an emergency 24 hour contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekends and official holidays where required.

## Part 2: Section 6. Statement of Requirements

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3. For every EAC duly approved travel request, the Agent shall immediately make reservations and prepare appropriate itineraries and quotations based on the lowest fare and the most direct routing with one free change where possible.
4. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and for these waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight and present alternative routings/quotations for consideration
5. The Travel Agent shall issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey, where necessary tickets and billing shall be modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s). The Travel Agent shall only send itineraries to EAC Travel Office and not communicate directly with delegates.
6. The Travel agent shall issue and deliver tickets or e-tickets, based upon proper authority from EAC in the case of official travel. Tickets shall routinely be provided as per travel policy unless required otherwise.
7. The Travel Agent shall accurately advise EAC of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
8. The Travel Agent shall provide an information service to notify EAC and the traveller of such events as airport closings, cancelled or delayed flights and strike situations as well as of political or safety conditions, which may affect travel to any particular destination.
9. The Travel Agent shall provide official travellers with last seat availability, advance seat assignments and advance booking passes on all airlines for which the Travel Agent can offer these services.
10. The Travel agent shall provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing, or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
11. The Travel Agent shall provide the EAC Travel Office a complete electronic ticket for each traveller which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
12. The Travel Agent shall carry out investigations on any complaints from travellers and follow ups
13. The Travel Agent may, as an ancillary service, provide personal travel services to EAC Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of EAC. EAC assumes no financial liability for such services.
14. The Travel Agent shall maintain computerized profiles of all frequent travellers, as designated or defined from time to time by EAC, setting forth the traveller's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travellers travel arrangements.

e) **Management reports**

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

f) **Service Standards**



## Part 2: Section 6. Statement of Requirements

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1. The Travel Agent shall provide the necessary Personnel to provide prompt, courteous and efficient service to EAC. The number of assigned or dedicated personnel shall be sufficient to meet all services requirements under this Terms of Reference.
2. The minimum travel experience for the dedicated Travel Agent personnel assigned to this account shall be 3 years. Pre-employment screening may be requested by EAC to test language proficiency and professional skills and pleasant personality of the assigned personnel.
3. The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days off etc of the regular personnel assigned.
4. The Travel Agent must be fully equipped with a fully automated accounting system interfaced with computer reservation system to cater for EAC requirements.
5. The Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent shall maintain excellent relations with all carriers for the benefit of EAC
6. The Travel Agent shall provide a weekly sales report, a monthly sales report and every end of financial year a summarized monthly sales report.

### **g) Bidder requirements**

1. Travel Agencies intending to submit a proposal should have organizational and technical capacity, experience and professionalism to provide the services requirements outlined in the Terms of Reference. Proposers should be able to show proof of past and/present experience in similar projects, demonstrate financial soundness and resources available to carry out the services requirements, and have the integrity and proven reliability to ensure good faith performance. Proposers should be able to demonstrate an understanding of EAC requirements and come up with an appropriate work plan and overall approach on how to meet these requirements.
2. The Travel Agent should have the following:
  - i. Accreditation with the International Air Transportation Association (IATA)
  - ii. Maintains a good track record in serving international organizations, embassies and multi-national corporations; list of corporate clients must be provided.
  - iii. Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae.
  - iv. Financially stable- Annual reports or audited financial statements for the last 3 years and prove of payment of taxes to be provided.
  - v. Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool.
  - vi. Ability to buy tickets in cash in a timely manner for those airlines not on the online system.
  - vii. Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
  - viii. Have in its current office all the necessary equipments and facilities and sufficient number of experienced and professionally trained travel experts and staff to handle EAC requirements
  - ix. Experience in air travel industry (Minimum 3years)
  - x. Branch network ( Availability of branches in partner states capital cities)
  - xi. Proposed Service Fee charges and related terms and conditions:
    - a) Within East African region (economy and business class)
    - b) The rest of African (economy and business class)
    - c) Outside Africa (economy and business class)
    - d) In Tanzania including Zanzibar.
  - xi. Proposed Cost saving measures and improved handling mechanisms for refunds on unutilised or cancelled tickets.

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- xii. Proposed Handling of refunds for unused tickets, change of bookings and any other customer complaints
- xiii. Provision of Visa Processing services on request
- xiv. Provision of Hotel Booking Services (outside the East African region) on request
- xv. Provision of airport transfer services on request
- Xvi Operating license issued by the country of operation
- Xvii IATA certificate approving authorization to operate a travel agency in the Country of operations
- Xviii List of affiliated local, national or international travel agencies;
- Xix List of major customers and description of type of services provided

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

3. The Travel Agent shall prepare two copies of proposal, clearly marking each “original proposal” and “Copy of proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.
4. All quotations shall be in US dollars for International Flights and in Local Currency for Tickets issued within a host country.
5. EAC shall effect payments to the Travel Agent 30 days after submission and verification of the invoices submitted by the Travel Agent.

### h) **Opening and evaluation of proposals**

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

### i) **Award criteria, award of contract**

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

### **NOTE:**

The Travel Agent selected **may** be required to provide its travel services through a dedicated “Service Station” (Implant) to be set up within the premises of EAC headquarters at EAC Complex, in Arusha Tanzania. If this may be the case, EAC shall provide floor space and an internal telephone for making calls to the extensions of EAC personnel within the building. The Travel agent shall provide dedicated personnel who

## Part 2: Section 6. Statement of Requirements

will be familiar with EAC's policies and requirements to man the service station (Implant). The Travel Agent shall subscribe to external communication (telephone, fax and internet lines), Furniture, computers/terminals to log to reservation system, ticketing printer and office supplies.

### ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

	Mandatory requirement ( Eligibility criteria)	<i>Compliant or Non-Compliant (C;NC)</i>	Travel Agents			
			A	B	C	D
	Documents that must be submitted with the Proposal are: <ul style="list-style-type: none"><li>• Company Profile</li><li>• Certificate of registration</li><li>• Business License</li><li>• Dealership or agency license</li><li>• Tax Compliance Certificate with Tax identification references/ Numbers</li><li>• Updated Tax Clearance Certificate from TRA and other countries if applicable.</li><li>• Audited financial statement for the last three years</li><li>• Consortium agreement and authorisation letter (Only if relevant)</li><li>• Evidence of payment of the tender fee (receipt, TT, Cheque)</li><li>• Properly signed bid with power of attorney</li><li>• Completed due diligence form</li></ul>					

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

### **LIST OF THE TRAVEL AGENTS**

## Part 2: Section 6. Statement of Requirements

		Points	Travel Agencies			
			A	B	C	D
1.	<b>REPUTATION OF TRAVEL AGENCIES:</b>	<b><u>20</u></b>				
	<b>Reliability (References, and letters of recommendations)</b>					
	<ul style="list-style-type: none"> <li>Minimum 3 recommendations</li> </ul>	10				
	<ul style="list-style-type: none"> <li>Recommendation from International Organization(s)</li> </ul>	3				
	<ul style="list-style-type: none"> <li>Recommendation from E. African Organization(s)</li> </ul>					
	<ul style="list-style-type: none"> <li>Recommendation from other organisations (NGOs, Donors)</li> </ul>	3				
	<ul style="list-style-type: none"> <li>Updated IATA Accreditation</li> <li>Recommendation from IATA Air Carrier</li> </ul>	4				
2.	<b>PROFESSIONAL EXPERIENCE:</b>	<b><u>30</u></b>				
	<b><i>A- Years of establishment</i></b>	<b><u>10</u></b>				
	<ul style="list-style-type: none"> <li>between 2-5 (Two years minimum requirement)</li> </ul>	4				
	<ul style="list-style-type: none"> <li>More than 5</li> </ul>	6				
	<b><i>B- Years of IATA membership</i></b>	<b><u>10</u></b>				
	<ul style="list-style-type: none"> <li>between 2-5 (Two years minimum requirement)</li> </ul>	4				
	<ul style="list-style-type: none"> <li>More than 5</li> </ul>	6				
	<b><i>C- Years of experience with EAC and/or other major organizations</i></b>	<b><u>10</u></b>				
	<ul style="list-style-type: none"> <li>between 2-5 (Two years minimum requirement)</li> </ul>	4				
	<ul style="list-style-type: none"> <li>more than 5 year</li> </ul>	6				
3.	<b>TRAVEL AGENCIES CAPABILITY:</b>	<b><u>50</u></b>				
	<b>A-Size of Agency (branch offices, number of employees)</b>	<b><u>10</u></b>				
	<ul style="list-style-type: none"> <li>Branch office(s) in the region</li> </ul>	2				
	<ul style="list-style-type: none"> <li>1- 4 travel consultants (minimum requirement)</li> </ul>	4				
	<ul style="list-style-type: none"> <li>More than 4 travel consultants</li> </ul>	6				
	<b>B-Personnel Competence (average experience of managers, average experience of travel staff members)</b>	<b><u>20</u></b>				
	<ul style="list-style-type: none"> <li>5-10 years of experience for managers (5 years minimum requirement)</li> </ul>	3				
	<ul style="list-style-type: none"> <li>More than 10 years of experience for managers 5*</li> </ul>	7				
	<ul style="list-style-type: none"> <li>3-5 years of experience for travel staff members (3 years minimum</li> </ul>	4				

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	requirement					
	<ul style="list-style-type: none"><li>More than 5 years of experience for travel staff members</li></ul>	6				
	C- E-ticketing service provision	10				
	D- Reservation Booking Systems	10				
	<b>TOTAL</b>					

### **LOT 16: LEASE AGREEMENT FOR COPIER LEASE AND MAINTENANCE**

#### **Lot 16.(i): LEASE OF 2 HEAVY DUTY PHOTOCOPIERS (@90CPM) FOR EAC PRODUCTION UNIT**

##### **Service Required**

- The Contractual service for this self-service machine include:
- Supply of all consumables (except paper) for running the photocopier;
- Monthly technical monitoring of the photocopiers;
- User assistance and training (replacement of toner cartridge, unblocking, re-initialization of functions, various settings, etc.);
- Maintenance, repair job and any other technical intervention to keep the photocopier working;
- Meter reading per user code;
- Systematic booking of interventions;
- Training of EAC Staff on using the photocopier (recto-verso/stapling functions, copying of complex documents, other user support services, etc.);
- Availability of an emergency photocopier in the event of a breakdown rendering the machine unusable for more than 24 hours. In that regard the service provider shall show proof of the availability of equivalent in its workshops. For non-availability of less than 24 hours, the service provider shall offer the possibility of making copies in its own premises;
- Production of a monthly machine operation report, including recommendations for good machine management.
- Print /scan/copier management software (follow me feature)

A minimum stock of spare parts should be available. A maintenance technician should conduct monthly checks and intervene within two hours of receiving a phone call from users soliciting assistance in case of breakdown.

Whereas the break down is serious, service provider could undertake the repairs in its workshop after replacing the photocopier with an equivalent one.

At the Client's (EAC) request, the service provider may be temporarily required to lease other photocopiers outside the EAC HQ premises for tasks during seminars or trainings.

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Particulars	Quantity	Location	Specifications	Unit Price - USD	Total Price - USD
Lease of Heavy Duty Photocopiers with maintenance including consumables	2	PRODUCTION	<p><b>Key Functions</b></p> <ul style="list-style-type: none"> <li>Type: Multi-functional (photocopier, Network Printer and Scanner:</li> <li>Process: Digital</li> <li>Copy Speed: At least 90ppm on A4</li> <li>Accepted Formats: from A5 to A3</li> <li>Accepted grammage: 64 to 200g/m2</li> <li>Enlargement/ Reduction: from 25 to 400%</li> <li>Sorting function</li> <li>Possibility of programming user codes</li> <li>Type of copies (input/output): 1/1;1/2;2/2;2/1</li> <li>Number of copies possible: 1 to 999</li> <li>Copy quality setting : auto; text; photo; customized settings</li> </ul> <p><b>Input Module</b></p> <ul style="list-style-type: none"> <li>100-sheet automatic recto-verso document loader.</li> <li>Exposure pane: A5 to A3</li> </ul> <p>Paper Tray</p> <ul style="list-style-type: none"> <li>Double paper tray user-adjustable to various formats dimensions from A5 to A3.</li> <li>Tray Capacity: 500 sheets each.</li> </ul> <p>Output Module</p> <ul style="list-style-type: none"> <li>500-sheet offset tray</li> <li>Automatic stapling</li> <li>Stapling position: Corner, Double and Booklet Stitch.</li> <li>The option allowing the possibility to perforate two or four holes will be a major advantage.</li> </ul> <p><b>At Least One Year manufacturer's Warranty</b>  <b>NB:</b> Provide photo of proposed Printers and Copiers</p>		



### **Lot 16 (ii): LEASE OF 12 LINE PRINTERS CUM COPIERS (MEDIUM SIZE)**

#### **Service Required**

- The Contractual service for this self-service machine include:
- Supply of all consumables (except paper) for running the photocopier;
- Monthly technical monitoring of the photocopiers;
- User assistance and training (replacement of toner cartridge, unblocking, re-initialization of functions, various settings, etc.);
- Maintenance, repair job and any other technical intervention to keep the photocopier working;
- Meter reading per user code;
- Systematic booking of interventions;
- Training of EAC Staff on using the photocopier (recto-verso/stapling functions, copying of complex documents, other user support services, etc.);
- Availability of an emergency photocopier in the event of a breakdown rendering the machine unusable for more than 24 hours. In that regard the service provider shall show proof of the availability of equivalent in its workshops. For non-availability of less than 24 hours, the service provider shall offer the possibility of making copies in its own premises;
- Production of a monthly machine operation report, including recommendations for good machine management.
- Print /scan/copier management software (follow me feature)

A minimum stock of spare parts should be available. A maintenance technician should conduct monthly checks and intervene within two hours of receiving a phone call from users soliciting assistance in case of breakdown.

Whereas the break down is serious, service provider could undertake the repairs in its workshop after replacing the photocopier with an equivalent one.

At the Client's (EAC) request, the service provider may be temporarily required to lease other photocopiers outside the EAC HQ premises for tasks during seminars or trainings

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Particulars	Quantity	Location	Specifications	Unit Price - USD	Total Price
<b>Lease of Line Printers cum Photocopiers (medium size @35cpm) with maintenance including consumables</b>	14	AICC KILIMANJARO 6TH FLOOR L AICC KILIMANJARO 6TH FLOOR R AICC KILIMANJARO 5TH FLOOR R AICC KILIMANJARO 5TH FLOOR L MAIN CONFERENCE 1ST FLOOR CONFERENCE HALLS 1ST FLOOR EALA REGISTRY OFFICE ACCOUNTS OFFICE HR OFFICE 1ST FLOOR CUSTOMS GRD FLOOR EACS 1ST FLOOR EACS 2ND FLOOR EACS 3RD FLOOR EACS	<b>Key Functions</b> <ul style="list-style-type: none"> <li>Type: Multifunctional (photocopier, Network Printer and Scanner:</li> <li>Process: Digital</li> <li>Copy Speed: At least 35ppm on A4</li> <li>Accepted Formats: from A5 to A3</li> <li>Accepted grammage: 64 to 105g/m2</li> <li>Enlargement/ Reduction: from 25 to 400%</li> <li>Sorting function</li> <li>Possibility of programming user codes</li> <li>Type of copies (input/output): 1/1;1/2;2/2;2/1</li> <li>Number of copies possible: 1 to 999</li> <li>Copy quality setting : auto; text; photo; customized settings</li> </ul> <b>Input Module</b> <ul style="list-style-type: none"> <li>50-sheet automatic recto-verso document loader.</li> <li>Exposure pane: A5 to A3</li> </ul> Paper Tray <ul style="list-style-type: none"> <li>Double paper tray user-adjustable to various formats dimensions from A5 to A3.</li> <li>Tray Capacity: 500 sheets each.</li> </ul> <b>Output Module</b> <ul style="list-style-type: none"> <li>500-sheet offset tray</li> <li>Automatic stapling</li> <li>Stapling position: Corner, Double and Booklet Stitch.</li> <li>The option allowing the possibility to perforate two or four holes will be a major advantage.</li> </ul> <b>At Least One manufacturer's Year Warranty</b> <b>NB:</b> Provide photo of proposed Printers and Copiers		

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The evaluation criterion for the above is given below:

Point rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone ( General experience of the firm)	20	
Knowledge of the area of assignment	10	
Understanding of the assignment/organizational capability	10	
Indicate the Maintenance Schedule	10	
Tools and equipment proposed for the assignment and their quality	10	
List and type of chemicals to be used during cleaning	10	
Specific qualifications and experience of key personnel i.e certificate( Attach CVs)	20	
Manufacturer's Authorization Letter	5	
Smartnet/Warranty Cover policy	5	
<b>Total Scores</b>	<b>100%</b>	<b>Minimum Scores 70%</b>
<b>Price/ Cost schedule</b>		

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### **Lot 17: ICT Equipment for Repairs and Maintenance and Centralized Data centre UPS**

#### **Lot 17 (i): General ICT Equipment for Repairs and Maintenance**

##### **Annex I – List of ICT Equipment for Repairs and Maintenance**

<b>No.</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>
1.1	Desktop Computers	Dell computers	300
1.2	Laptop Computers	Dell, HP and Toshiba	50
1.3	Digital-LCD Projectors	Dell, Sony, Epson & Plus	15
1.4	Digital Camera	Sony	1
1.5	Dot Matrix Printers	HP Printers	5
1.6	Desktop Laser Jet Printers	HP Printers 2015 & 2050DN	20
1.7	HP Colour LaserJet Printers	HP Printers P2025, P400	30
1.8	UPSs	APC UPSs	300
1.9	Scanners	HP Scanners	20

##### **Annex II: Maintenance Service Agreement Checklist**

*Checklist for maintenance contractor in preventive maintenance of EAC user machines:*

	<b>Part 2: Section 6. Statement of Requirements</b>	<p>maintenance visit. In the notification inquire from the users if anything strange is going on with their systems or if they have any questions for you. [Often a user may be hesitant to let you know something is wrong, thinking it is no big deal or afraid of having a finger pointed at them for being the problem. One of the most common complaints you'll receive is that the computer is getting slower usually exhibiting more familiarity with the software by the user.] This may be a good time to upgrade the computer to realize productivity gains from the user.</p>
2.	<b>Delete .tmp files.</b>	Before running Scan disk and Defragmenter, delete all *.tmp files that have been created prior to the current day to create more space on the hard drive.
3.	<b>Empty the recycle bin.</b>	Some users need to be reminded to periodically empty the Recycle bin.
4.	<b>Delete files that begin with a tilde.</b>	When cleaning the system of garbage files, readers might also like to check for any files beginning with tilde (~). Make sure all the application programs , such as word-processing, spreadsheet, and graphics programs, are closed first since sometimes the temporary files you are currently viewing uses a tilde. If the application programs are closed, the tilde files can be deleted. Some users find they have a lot of these on their systems.
5.	<b>Delete old .zip files.</b>	Users tend to unzip the files but then leave the zipped files on their computer.
6.	<b>Delete .chk files, and switch swap file.</b>	For those with permanent swap files, it's sometimes a good idea to set the swap file back to temporary and then permanent again. This cleans out any garbage (and therefore any possible corruption).
7.	<b>Run ScanDisk and defrag the drive as needed.</b>	Windows users aren't running these utilities themselves, it doesn't hurt to check the disk and make sure the number of disk errors and percentage of fragmentation are within acceptable limits. Use task Scheduler to automate some of the utilities such as Scan disk.
8.	<b>Check browser history and cache files.</b>	Check that user history files and internet cache settings are set properly (cache size). Delete the cache files and history files then reset the history files to no more than three days unless the user specifically needs to store that information longer. By freeing up the cache, downloads from the Web actually speed up since there is more space available to store the temporary files.
9.	<b>Clean out Windows temporary internet files.</b>	If the browser is MS IE, clean out the c:\Windows\Temporary Internet files folder.
10.	<b>Confirm that backups are being done.</b>	If you have a network solution for automatically backing up user files to server, suggest one to the client. If not available, inquire from users when their last backup was done. Make sure that their "My Documents" folder is backed up into a central server storage provided.
11.	<b>Update drivers as needed.</b>	Make sure you have installed the latest drivers for Printers, Sound cards, Network Cards, Video or Graphic cards and other devices.
12.	<b>Check the Operating System (OS) and applications.</b>	Update the OS and applications with the latest service packs. Remove redundant or multiple version of the same application to save space.
13.	<b>Check the connections.</b>	Ensure that all plugs are snug in their connections and that users are using UPS and Surge Protectors (and not a string of extension cords) to power their machine.
14.	<b>Take Inventory.</b>	Update the master inventory of computer assets. Verify serial numbers, CPU Speeds, Hard Disk space, memory and undertake any other related action.
15.	<b>Ensure functioning hardware.</b>	Clean the Ports and CD ROM drives and test to confirm operation as most of the upgrades and new installations are done from the server or central location.
16.	<b>Clean the screens.</b>	Use the appropriate screen cleaning cloth or solution to clean the screens at each maintenance visit.
17.	<b>Check the Printers.</b>	Check all the rollers and gears and print a test page on users' printers. Make sure the printers are producing clean copies and that toner cartridges are not about to run out.
18.	<b>Update the anti-virus software.</b>	Make sure users know how to update their anti-virus software. Where antivirus

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		is missing consult and install, update and do full scan of the computer.
19.	<b>Blow the dust and debris.</b>	Blowing out the inside of the computer has a couple of pitfalls that must be addressed. First, since the pressure is much higher with the blower, don't direct the air at unsecured fan. Try using pencil erasure to keep the fan from turning while you clean out the power supply and CPU. Blow out power supply from inside out first, or you will get tons of dust blown into the computer. Take the computer to a place that doesn't mind the dust, outdoor preferably.
20	<b>Clean the Keyboard and Mouse.</b>	With the power off, tip or turn the keyboard upside down and carefully use the palm of your hand to strike the keyboard several times. Make sure the mouse is free of dust and grime.
21.	<b>Check the network hardware.</b>	Check and reboot switches, routers and wireless access points from time to time to flush out unwanted memory and have connections that can work loose. You may configure a server reboot and schedule.
22.	<b>Reboot the Systems.</b>	In some cases workstations and servers are left powered all the time. After Preventive Maintenance, ensure that the system is rebooted to force a memory reset and to ensure that the machine will boot OR reboot? in your absence.
23.	<b>Preventive Maintenance Status Report.</b>	Submit a status report on identified equipment problems indicating clearly replacement parts or additional software and equipment requirements for EAC ICT follow up.

### Lot 17 (ii) Repairs and Maintenance and Centralized Data centre UPS

#### Data Centres UPS Equipment

No.	Item	Description	Qty
1.0	Heavy Duty APC 40KVA EACHQ Data Centre UPS.	APC	2
2.0	Heavy Duty Tripplite 10-15KVA UPS	Tripplite	2
3.0	Heavy Duty APC 2.5 3KVA UPS in Equipment Rack of Every floor in the EACHQ complex	APC	18

### Annex II: Maintenance Service Agreement Checklist

#### *Checklist for maintenance contractor in preventive maintenance of EAC Data Centre UPS*

1.	<b>Notification of computer users.</b>	Notify Users of the Scheduled Preventive Maintenance well in advance.
2.	<b>Check the connections.</b>	Ensure that all plugs are snug in their connections and that users are using UPS and Surge Protectors (and not a string of extension cords) to power their machine.
3.	<b>Take Inventory.</b>	Update the master inventory of UPS assets, verify serial numbers and all peripherals and undertake any other related action.
4.	<b>Ensure functioning hardware.</b>	Clean the ports and test to confirm operation as most of the upgrades and new installations are done from the server or central location.

## Part 2: Section 6. Statement of Requirements

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5.	<b>Check the network hardware.</b>	Check and reboot switches, routers and wireless access points from time to time. To flush out unwanted memory and have connections that can work loose. You may configure a server reboot and schedule.
6.	<b>Reboot the Systems.</b>	In some cases workstations and servers are left powered all the time. After Preventive Maintenance, ensure that the system is rebooted to force a memory reset and to ensure that the machine will boot or reboot? in your absence.
7.	<b>Preventive Maintenance Status Report.</b>	Submit a status report on identified equipment problems clearly indicating replacement parts or additional software and equipment requirements for EAC ICT follow up.

### **LOT: 18: PROVISION OF TRANSPORT SERVICES FOR THE EAC SECRETARIAT, EALA AND EACJ**

The East African Community Secretariat, East African Legislative Assembly and EACJ headquartered at Arusha with Sub-registries in Dar Es Salaam, Nairobi, Kampala, Kigali, Bujumbura and very soon it shall be establishing a sub registry in Juba South Sudan.

#### **1. Services**

The three Organs wish to engage a services provider to provide transport services for the judges and staff in Arusha and/or anywhere else within the Partner states for a period of one year renewable subject to further negotiations and performance.

#### **2. Scope of Work**

The Service provider shall be expected to provide transport as follows

- a. Pick up and drop off of Judges from Kilimanjaro airport at the beginning and at the end of the Court sessions.
- b. Daily transport for the judges during the sessions in Arusha.
- c. Any other emergency transport requirement that may arise from time to time.

#### **3. Application Process**

Interested service providers should submit their applications indicating

- Charges for airport pick up from Kilimanjaro International Airport
- Daily rate for transport of the Judges within Arusha and its environs
- The type of vehicles and the age of the vehicles
- Proof of insurance of the vehicles
- List of qualified drivers of the vehicles

#### **3. 1. Requirement of the Contractor:**

1. Minimum experience of two years in provision of vehicle hire service;
2. Assignment of dedicated contact person who will manage vehicle hiring requests;
3. Respond to vehicle request with one day advance notice;
4. Fuel should be provided by the Contractor;
5. Maintenance to be carried out by the Contractor;
6. Facilitation for the driver during field travel should be borne by the Contractor;

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7. The vehicle should be compliant with applicable insurance, safety or other motor vehicle requirements;
8. Registered for operation during the period of Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.

### **3. II. Conditions for the vehicle:**

1. The vehicles should be roadworthy, in good running condition, and not more than 5-10 years old;
2. The vehicles provided for field travel should be 4x4 and robustly built or executive saloon;
3. The vehicles should be equipped with necessary safety items, seat-belt restraints in the front and rear of the vehicle, spare tire, mechanical jack and basic hand tools;
4. The vehicles should have a comprehensive insurance;
5. The vehicles should have good tyres;
6. The vehicles should have a well-maintained Log Book;
7. The vehicles should be clean, inside and out, and free from any unpleasant odor.

### **3. III. Requirements for the Driver:**

1. The drivers should have minimum 5 years' work experience as a Driver; a safe and clean driving record; knowledge of driving rules and regulations and skills in minor vehicle repair;
2. The drivers should be able to communicate and write in English;
3. The drivers should not consume alcohol, smoke & chew while on duty;
4. The drivers should be properly trained in the operation and maintenance of the vehicle;
5. The drivers should be licensed for operating a motor vehicle which is on duty, including for passenger service if required;
6. Familiar with local routes and destinations;
7. Properly attired during hours of operation;
8. Observes the rules of the road at all times; and
9. Observe at all times basic courtesy to passenger(s), fellow motorists and road authorities.

#### **➤ In your quotation please reflect:**

- Your agreement with the above set conditions;
- Price in USD;
- Any other information that you believe is important.

### **SUBMISSION OF PROPOSALS:**

- f) Technical Proposal in one original and two copies
- g) Financial Proposal in one original and two copies

**Note that the bidding will be a one stage two envelopes. Where the financial proposal will be in a separate envelope with the technical proposal.**



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### EVALUATION CRITERIA FOR PLEMININARY AND TECHNICAL EVALUATION

		Name of Bidders					
NO	Mandatory Requirements						
1	Certificate of Registration/ Incorporation						
2	Current Business Licence						
3	Tax Identification Numbers						
4	Tax Compliance Certificate						
5	VAT Certificate						
6	Bid Document Completeness						
8	Bid Validity						
9	Power of attorney (where applicable)						
10	Comprehensive Insurance of the cars						
11	Company profile with a list all the Directors						
12	Completed due diligence form						
	C/NC						

**KEY: C=Compliant                      NC= Non- Compliant**

This eligibility criteria has eliminated..... (number) because of  
.....

### TECHNICAL EVALUATION

Technical evaluation criteria will be based on the evaluation grid indicated below:

No.	Criteria	Score (%)
1.	List of current and previous assignments indicating- Name of client, Period and duration of the contract a minimum of three-five contracts attached.	15
2.	Work plan and methodology detailing how you intend proceed with the	15

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	work as per the terms of reference	
3.	Experience and qualification of the personnel expected to carry out the work. Attach relevant CV. Leading Manager with relevant qualifications and experience of 5 years in transport management.	<b>30</b>
4.	Experience of the firm in the field of transport management of not less than 5 years	<b>30</b>
5.	Evidence of application of information technology and innovations	<b>10</b>
	<b>Total Score</b>	<b>100</b>

<b>6.</b>	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.
<b>7.</b>	The weights given to the Technical and Financial Proposals are: $T = 0.70$ and $P = 0.30$
<b>8.</b>	The address for contract negotiations is: <b>New EAC Hqtrs Complex, Secretariat Wing, 3<sup>rd</sup> Floor</b> <b>P.O. Box 1096, Arusha, Tanzania</b>
<b>9.</b>	The assignments are expected to commence in 1 <sup>st</sup> July, 2019

***NOTE THAT EAC IS A CORRUPTION FREE ENVIRONMENT. ANY INTERFERENCE OR COLLUSION IN THE PROCESS AT ANY LEVEL OF THIS PROCUREMENT PROCESS IS CULPABLE***

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### ANNEX II: TERMS OF REFERENCE AND BID DATA SHEET

Please note that where applicable:

The minimum Technical Score St required to pass is: <b>70 Points</b>
The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.
The weights given to the Technical and Financial Proposals are: $T = 0.70$ and $P = 0.30$

### ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

	Mandatory requirement ( Eligibility criteria)	<i>Compliant or Non-Compliant</i>
	Documents that must be submitted with the Proposal are: <ul style="list-style-type: none"><li>• Audited Financial statement for the last three years</li><li>• Company Profile</li><li>• Business Licence</li><li>• Tax identification references/ Numbers</li><li>• Tax Compliance Certificate</li><li>• Consortium agreement and authorisation letter( Only if relevant)</li><li>• Certificate of registration</li><li>• Number of copies submitted</li><li>• Properly signed bid</li><li>• Site visit where applicable</li><li>• Duly filled Bidder Due Diligence Form</li><li>• At least three letters of reference</li><li>• Completed due diligence form</li></ul>	

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

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### INSTRUCTIONS TO EVALUATORS

Each evaluator must make an initial assessment of the technical offers and award scores on each sub-criterion according to his/her assessment.

Each evaluator should be able to justify his/her assessment and scores in a meeting of the Evaluation Committee. The justifications must relate to the description of the project needs in the 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, each evaluator may revise his/her assessment of individual key experts on the basis of these but the justification for any such adjustment must be given to the Evaluation Committee.

**Note: Only tenders with average scores of at least 70 points qualify for consideration.**

### SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

No	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected Amount	Exchange Rate	Converted Total	Evaluated total	Rank
1.		USD									
2.											

## Part 2: Section 6. Statement of Requirements

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### SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

I, \_\_\_\_\_ (name of bidder or his representative) of the \_\_\_\_\_ (name of the firm) in the company of \_\_\_\_\_ (name of EAC Official) visited the site in connection with the Bid No. \_\_\_\_\_ for the \_\_\_\_\_ (name of the Lot.....)

Having examined the bid documents, I certify that I have acquainted with the nature, geographical and exact location of the requirement; the general conditions of execution; the neighbourhood and other constraints that might affect the delivery of services; the obligation not to obstruct other amenities where accordingly/requested, or the flow of any water; the physical conditions specific to the sites; the climatic conditions; local conditions; means of communication and transport; the possibility of supplying water, electricity and fuel; the availability of labour sufficient in number and quantity; all constraints and obligations resulting from social, tax and customs legislation; and all conditions and circumstances which might influence the execution or price of the services.

I further certify that I am satisfied with the description of the services and the EAC's official explanations and that I understand perfectly the deliverables to be undertaken as specified and implied in the execution of the Contract.

\_\_\_\_\_  
(Name and Signature of Bidder or his Representative)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name and Signature of the accompanying EAC Official)

Date: \_\_\_\_\_

### EAC Stamp

**Note 1:** This form shall be completed at the time of the visit to the site where the deliverables are to be carried out.

**Note 2:** If the bidder has visited the site, this site visit certificate will be stamped.

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Form to be filled by the bidder on submission of the bid and if will be asked at the time of award

BIDDER DUE DILIGENCE FORM

EAST AFRICAN COMMUNIITY  
P. O. BOX 1096 ARUSHA

INSTRUCTIONS:

- 1. Complete all sections and return with applicable support documentation to the above address. All the sections of the form and all support documentation shall be submitted in English only. If the documentation is in language other than English or French, it should be accompanied by a certified translation.
- 2. Incomplete submissions will not be processed.

Section 1: Company Details and General Information		
1. Name of Company:		
2. Street Address (physical location of the registered headquarters):		
3. City:	4. State/Postal Code:	5. Country:
6. P.O Box:	7. Telephone Number:	8. Fax Number:
9. Company Email Address:	10. Company WWW Address:	
11. Contact Name/Title/Address (if different):	12. Telephone Number	
	13. Contact Email Address:	
14. Type of Business (Mark one only): Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Sole Proprietorship: <input type="checkbox"/> Government Agency: <input type="checkbox"/> Other (Specify): _____		

## Part 2: Section 6. Statement of Requirements

15. Year Established:	16. State/Province/Country where registered:	17. Business registration/license number:	18. Number of full-time employees:
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### Section 2: Financial Information

1. Gross Annual Turnover for the last ..... years (please state currency)  
(indicates the applicable number of years and turnover respectively)

3. Bank Name:	4. Bank Account No.:
5. Address of Bank (City/State/Region/Postal Code):	6. Country:
7. Swift Code or ABA Bank or National Clearing Number:	8. Branch <input type="checkbox"/> Main Office: <input type="checkbox"/>
9. Intermediary Bank (Alternate payee), if required:	
10. Bank Name:	11. Bank Account Number:
12. Address of Bank (City/State/Region/Postal Code):	13. Country:

14. Swift Code or ABA Bank Number:

### Section 3: Technical Capability and Information on Goods/Services Offered:

1. Has your company ever filed or petitioned for bankruptcy or re-organisation? Yes ☐ No ☐

(If yes, please attach a detailed explanation, filing date and current status)

2. Has your company ever been terminated for contract non-performance? Yes ☐ No ☐

(If yes, please attach a detailed explanation)

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**3. Has your company ever been debarred from Government contracts, ADB, or other International Multilateral/Financial Institution Procurement or project contracts?**

Yes ☐ No ☐

(if yes, please attach a detailed explanation)

**4. Has your company changed name(s) within the last 5 years?** Yes ☐ No ☐

(If yes, please list former name(s))

**Section 4: Goods/Services Classification**

**1. Indicate your company's primary line of business:**

☐ Manufacturing    ☐ Distributor    ☐ Retailer    ☐ Leasing    ☐ Wholesaler    ☐ Maintenance  
☐ Service    ☐ Consulting    ☐ Works

Other (please specify) \_\_\_\_\_

**2. Provide a description of your company's primary products/services, in order of competence:**

**3. Company literature attached:**

☐ Catalogue    ☐ Brochure    ☐ Other (specify) \_\_\_\_\_

**I, the undersigned, hereby attest that the information provided herein is complete and correct. The information provided herein including attachments shall become representations under any resulting Contract.**



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<b>Name (please print):</b>	<b>Signature:</b>	<b>Date</b>
<b>Functional Title (please print):</b>		

### Attachments:

- q **Annual Reports or audited financial reports for last 3 years/tax filings for last year**
- q **Copy of your company's environmental policy, if applicable**
- q **Explanation of labour disputes, if any**
- q **Company literature (catalogues, brochures, etc.)**
- q **Any other relevant documents.**

<b>Failure to submit the requested support documentation/information (where applicable) may invalidate your application</b>
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Send completed application to: [eacprocurement@eachq.org](mailto:eacprocurement@eachq.org)