EAST AFRICAN COMMUNITY

Bidding Document
for the
INVITATION TO TENDER

Subject of Procurement: **Invitation to Tender for Provision of Dedicated High Performance Internet Services to EAC Headquarters in Arusha-Tanzania MPLS and for Partner State Ministries Responsible for EAC affairs and MPLS connection for the five (5) Institutions.**

Reference Number: **EAC/SRVS/23-24/041**

Date of Issue: 18th April, 2024

PREFACE

1. This SBD for the Procurement of Non-Consultancy Services is suitable for use under the Open (International or Domestic) Bidding procurement method with or without pre-qualification. It is also suitable for the Restricted (International or Domestic) Bidding procurement method. The SBD may also be used for procurement under the Direct Procurement method with appropriate modifications to the document.

2. This SBD is suitable for lump-sum Procurement where the services are pre-defined and the period of the services are fixed to enable a total lump sum amount to be calculated representing the total amount under the contract. Thus, time-based Procurement would not normally be applicable to non-consultancy services.

3. The preferred evaluation methodology for procurement of non-consultancy services is Technical Compliance Selection (TCS).

Standard Bidding Document

Table of Contents

Section 1. **Instructions to Bidders** **32**
Section 2 **Bid Data Sheet** **46**
Section 3. **Evaluation Methodology and Criteria** **48**
Section 4 **Bidding Forms** .....Error! Bookmark not defined.
Section 5. **Eligible Countries** **51**
Section 6. **Statement of Requirements**……**34**
Section 7: **General Conditions of Contract**.....Error! Bookmark not defined.
Section 8 **Special Conditions of Contract** **80**
Section 9. **Contract Forms**..... **82**

Standard Invitation to Bidders

BID NOTICE UNDER OPEN BIDDING

18th APRIL, 2024

INVITATION TO TENDER FOR PROVISION OF DEDICATED HIGH PERFORMANCE INTERNET SERVICES TO EAC HEADQUARTERS IN ARUSHA-TANZANIA MPLS AND FOR PARTNER STATE MINISTRIES RESPONSIBLE FOR EAC AFFAIRS AND MPLS CONNECTION FOR THE FIVE (5) INSTITUTIONS.

Dear Sirs/Madam,

The East African Community (EAC) is the regional intergovernmental organization comprised of the Republic of Burundi, Democratic Republic of Congo, Republic of Kenya, Republic of Rwanda, Republic of South Sudan, Republic of Uganda, the United Republic of Tanzania, and the Federal Republic of Somalia. The Treaty for Establishment of the East African Community was signed on 30th November 1999 and entered into force on 7th July 2000.

The East African Community Secretariat invites Bids from eligible Bidders for **Provision of Dedicated High Performance Internet Services to EAC Headquarters in Arusha-Tanzania MPLS and for Partner State Ministries Responsible for EAC affairs and MPLS connection for the five (5) Institutions.**

Bidding will be conducted through the Open Tender and is open to all eligible bidders.
Interested eligible Bidders may obtain further information and inspect the bidding document during office hours 0900 to 1700 hours at the address below on or before **18th May, 2024** at **11.00 am** East Africa time.

The bidding will be conducted by submission through the EAC Electronic procurement system. Interested bidders will be required to register and submit their bids through the EAC eprocurement system at https://eacprocurement.eac.int/. The system will reject any late bids. Bids will be publicly opened on the EAC eprocurement system. Bids will be addressed to:

The Secretary General
East African Community - Secretariat
EAC headquarters
EAC Close, Afrika Mashariki Road
Arusha,Tanzania
Email: eacprocurement@eachq.org
Fax +255 27 2162190

Tel +255 27 2162100

To download the Bid Document, you can visit EAC Website www.eac.int- Link "Tenders"

Clarifications or any changes, modifications or withdrawal in regard to this tender shall be communicated on the EAC Website and the EAC eProcurement System at https://eacprocurement.eac.int/

Signature:

James Chol Deng Nuer
Procurement Officer
For: Secretary General

Section 1: Instructions to Bidders

Table of Clauses

A. General **5**
1. Scope of Bid 5
2. Source of Funds 5
3. Corrupt Practices 5
4. Eligible Bidders 6
5. Qualification of the Bidder 7

B. Bidding Document **7**
6. Contents of Bidding Document 7
7. Clarification of Bidding Document 8
8. Amendment of Bidding Document 8

C. Preparation of Bids **8**
9. Cost of Bidding 8
10. Language of Bid 9
11. Preparation of Bids 9
12. Documents Comprising the Bid 9
13. Bid Submission Sheet and price schedules 9
14. Bid Prices and Discounts 10
15. Currencies of Bid 10
16. Documents Establishing the Eligibility of the Bidder 10
17. Documents Establishing the Qualifications of the Bidder 10
18. Period of Validity of Bids 10
19. Bid Security or Bid Securing Declaration 11
20. Format and Signing of Bid 11

D Submission and Opening of Bids **12**
21. Sealing and Marking of Bids 12
22. Deadline for Submission of Bids 12
23. Late Bids 12
24. Withdrawal and Replacement of Bids 12
25. Bid Opening 13

E. Evaluation of Bids **13**
26. Confidentiality 13
27. Clarification of Bids 14
28. Compliance and Responsiveness of Bids 14
29. Nonconformities, Errors, and Omissions 14
30. Preliminary Examination of Bids – Eligibility and Administrative Compliance 15
31. Detailed Commercial and Technical Evaluation 15
32. Conversion to Single Currency 15
33. Margin of Preference 16
34. Financial Comparison of Bids 16
35. Determination of Best Evaluated Bid(s) 16
36. Post-qualification of the Bidder 16

F. Award of Contract **17**
37. Award Procedure 17
38. EAC's Right to Accept or Reject Any or All Bids 17
39. Signing and Effectiveness of Contract 17
40. Debriefing 17
41. Performance Security 17
42. Advance Payment and Security 18
43. Administrative Review ..... **Error! Bookmark not defined.**

Section 1. Instructions to Bidders

A. General

1. Scope of Bid

1.1 EAC invites bids from reputable medical insurance companies for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.

1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by EAC are provided in the Special Conditions of Contract (SCC).

1.3 Throughout this Bidding Document:

(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 EAC has an approved budget and intends to use these funds to place a contract for which this Bidding Document is issued.

2.2 Payments will be made directly by EAC and will be subject in all respects to the terms and conditions of the resulting contract.

3. Corrupt Practices

3.1 It is EAC's policy to require that Bidders and Providers observe the highest standards of ethics during procurement and the execution of procurement. In pursuit of this policy, the EAC:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(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 an insurance company from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the

Insurance company has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, EAC may terminate a contract if at any time it determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAC or of a Bidder or Insurance company during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, EAC requires representatives of both EAC and of Bidders and Providers to adhere to the relevant codes of ethical conduct.

3.5 In pursuit of the policy defined in Sub-clause 3.1, EAC may suspend an insurance company from engaging in any EAC procurement process for a period determined by the EAC, where the insurance company is debarred from the procurement processes of an international organization or any of the Partner States.

3.6 Any communications between a Bidder and EAC related to matters of alleged fraud or corruption must be made in writing and addressed to the Secretary General.

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;

(d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or any combination of them with a Joint Venture (JV), consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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 works or supplies.

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 EAC regarding this bidding process; or

(e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid or as Bidders and subcontractors simultaneously.

4.5 A firm that is under a declaration of suspension by EAC, at the date of the deadline for bid submission or thereafter before contract signature, 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 EAC, as EAC shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:

(a) the Qualification Form provided in Section 4, Bidding Forms; and

(b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

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 where applicable issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

Section 1: Instructions to Bidders

Section 2: Bid Data Sheet

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; Draft contract

Section 8: General Conditions of Contract (GCC) for the Procurement of Non-Consultancy Services

Section 9: Special Conditions of Contract (SCC)

Section 10: Contract Forms

6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3 Bidders who did not obtain the Bidding Document directly from EAC will be rejected during evaluation where applicable. Where Bidding Documents are obtained from EAC on a Bidder's behalf, the Bidder's name must be registered with the EAC if applicable.

6.4 The Bidder is expected to examine all instructions, forms, terms and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact EAC in writing at the EAC's address indicated in the BDS. EAC will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. 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 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.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, 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 EAC.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, EAC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

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, including any negotiations with or visits to the EAC, 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

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 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 the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage, one envelope).

11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

(a) the Bid Submission Sheet, in accordance with ITB Clauses 13, 14 and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(g) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

13.1 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 Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the Services offered;

(c) the total bid price;

(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 that the Bidder is eligible to participate in public procurement;

(h) a declaration of nationality of the Bidder and of any eligibility for a margin of

preference;

(h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(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;

(j) confirmation that the Bidder has not been suspended by the EAC or any other relevant authority (due diligence will be undertaken), an affidavit or declaration will be attached to the submission of bids;

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

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

(a) a brief description of the Services to be performed;

(b) the unit prices where applicable;

(c) local taxes paid or payable in Tanzania;

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

14. Bid Prices and Discounts

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.2 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).

14.3 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 31.

15. Currencies of Bid

15.1 Unless otherwise specified in the BDS, bid prices shall be quoted in United States Dollars.

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 Qualifications of the Bidder

17.1 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.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by EAC as non-compliant.

18.2 EAC will make its best effort to complete the procurement process within this period.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, 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 or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security or Bid Securing Declaration

19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollars, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

(b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside Tanzania, it shall have a correspondent financial institution located in Tanzania to make it enforceable;

(c) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;

(d) be payable promptly upon written demand by EAC in case the conditions listed in ITB Clause 19.6 are invoked;

(e) be submitted in its original form - copies will not be accepted.

19.3 The Bid Security or Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.

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

19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

19.6 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 18.3; or

If the successful Bidder fails to:

(a) sign the Contract in accordance with ITB Clause 39;

(b) furnish any Performance Security in accordance with ITB Clause 41; or

(c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 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 Power of Attorney which if signed in Tanzania shall be registered and if signed outside Tanzania, shall be notarized 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 unamended printed literature, shall be signed or initialled by the person signing the bid.

20.3 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

21. Sealing and Marking of Bids

21.1 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.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to EAC in accordance with ITB Sub-Clause 22.1;

(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.

21.3 If all envelopes are not sealed and marked as required, EAC will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by EAC at the address and no later than the date and time indicated in the BDS.

22.2 EAC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of EAC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 EAC shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by EAC after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal and Replacement of Bids

24.1 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 20.2. Any corresponding replacement of the bid must accompany

the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and

(b) received by EAC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 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.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

25.1 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.

25.2 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.

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as EAC may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.

25.6 EAC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where 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 the record.

E. Evaluation of Bids

26. Confidentiality

26.1 EAC shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

(a) solicitation documents, before the solicitation documents are officially issued;

(b) the examination, clarification, evaluation and comparison of bids before the best evaluated bidder notice is displayed.

26.2 Any effort by a Bidder to influence EAC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection

of its bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact EAC on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 EAC shall not be considered. EAC's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by EAC in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

28. Compliance and Responsiveness of Bids

28.1 EAC's determination of a bid's compliance and responsiveness shall be based on the contents of the bid itself.

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;
(b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of EAC or the obligations of the bidder under the contract;
(c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
(d) impacts the key factors of a procurement including cost, risk, time and quality and causes
  (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
  (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
  (iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by EAC and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

29.1 Provided that a bid is substantially compliant and responsive, EAC may waive any non-conformity or omission in the bid that does not constitute a material deviation.

29.2 Provided that a bid is substantially compliant and responsive, 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.

29.3 Provided that a bid is substantially compliant and responsive, 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.

29.4 Provided that the bid is substantially compliant and responsive, 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 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.

29.5 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 or Bid Securing Declaration executed.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

30.1 EAC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, EAC determines that the Bidder is not eligible, it shall reject the bid.

30. EAC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 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 Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder; and,

(d) a Bid Security or Bid Securing Declaration, if applicable.

31. Detailed Commercial and Technical Evaluation

31.1 EAC shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, EAC determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, 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.

33. Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

33.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) Group A: bids from providers incorporated or registered in EAC where more than fifty percent of the bidder's capital is owned by EAC nationals;

(b) Group B: bids from joint ventures or associations registered in EAC and including a insurance company qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and

(c) Group C: all other bids which do not qualify for preference under paragraphs (a) or (b).

33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

34. Financial Comparison of Bids

34.1 EAC shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

34.2 To financially evaluate a bid, 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.

34.3 To financially compare bids, EAC shall:

(a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;

(e) convert all bids to a single currency in accordance with ITB Clause 32;

(f) apply any margin of preference in accordance with ITB Clause 33; and

(g) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

35.1 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.

36. Post-qualification of the Bidder

36.1 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.

36.2 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 5, to clarifications in accordance with ITB Clause 27 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 qualifications.

36.3 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 EAC shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

F. Award of Contract

37. Award Procedure

37.1 EAC shall issue a Notice of Best Evaluated Bidder on its website after the decision to award a contract.

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Bidder.

37.3 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 and subject to satisfactory negotiations.

38. EAC's Right to Accept or Reject Any or All Bids

38.1 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 signature and issue by the EAC, without thereby incurring any liability to Bidders.

39. Signing and Effectiveness of Contract

39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, the EAC shall sign a contract with the successful Bidder.

39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

40. Debriefing

40.1 Where a bidder requests for information on the reasons for the success or failure of their bid, EAC shall promptly give the Bidder a written debrief after the signing of the contract.

41. Performance Security

41.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to EAC a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Tanzania or a foreign Bank through correspondence with a Bank located in Tanzania. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be

accepted.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Bidder fails to sign the contract in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by EAC from participating in EAC procurement processes under the terms of its Bid Securing Declaration. In that event, EAC may award the Contract to the next best evaluated Bidder.

42. Advance Payment and Security

42.1 If so, stated in the BDS, EAC will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The Advance Payment security shall be issued by a Bank located in Tanzania or a foreign Bank through correspondence with a Bank located in Tanzania. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Client is: East African Community
ITB 1.1	**Commencement:** The assignment is expected to commence on **1st July 2024**
ITB 1.2	**Subject:** The subject of the procurement is: **Provision of Dedicated High Performance Internet Services to EAC Headquarters in Arusha-Tanzania MPLS and for Partner State Ministries Responsible for EAC affairs and MPLS connection for the five (5) Institutions.**
ITB 1.2	**Reference:** The Procurement Reference Number is**:** **EAC/SRVS/23-24/041**
B. Bidding Document	
ITB 7.1	**Clarification:** For clarification purposes only EAC's address is: Attention: **The Secretary General,** **East African Community (EAC)** Street Address: **EAC Close** Floor/Room number: https://eacprocurement.eac.int/ Town/City: **Arusha** PO Box No: **1096** Country: **Tanzania** Facsimile number: **+255 27 2162190** Tel: **+255 27 2162100** Email: eacprocurement@eachq.org EAC will respond to any request for clarification provided that such request is received no later than **4th May, 2024**
C. Preparation of Bids	
ITB 10.1	**Medium:** The medium of communication shall be in writing.
ITB 10.2	**Language:** The language for the bid is **English.**
ITB 11.2	**Pre-bid meeting:** A pre-bid meeting shall not be held. Date: N/A Time: N/A Address for site visit: as in **ITB 7.1 above** Street Address: Floor/Room number: Town/City: Country:
ITB 12.1(f)	**Additional bid information:** N/A

Instructions to Bidders Reference	Data relevant to the ITB
ITB 14.3	**Prices:** The prices quoted by the Bidder shall be: ***fixed***
ITB 15.1	**Currency:** The currency of the bid shall be: **United States Dollars**
ITB 18.1	**Validity Period:** Bids shall be valid for **120** calendar days from the submission date.
ITB 19.1	A Bid Security **shall not** be required.
ITB 19.2	N/A
ITB 19.3	N/A
ITB 20.1	**Number of Copies:** N/A
D. Submission and Opening of Bids	
ITB 22.1	**Bid Submission:** For bid submission purposes only, EAC's address is: Attention: as per **ITB 7.1** **The Secretary General, East African Community (EAC)**Street Address: **EAC Close** Floor/Room number: https://eacprocurement.eac.int/ Town/City: **Arusha** Country: **Tanzania** **Email:** **eacprocurement@eachq.org** The deadline for bid submission is: Date: **18th May, 2024** Time (local time): **11.00 am**
ITB 25.1	**Bid Opening:** The bid opening shall take place at: **as per ITB 7.1** Street Address: **EAC Close** Floor/Room number: https://eacprocurement.eac.int/ Town/City: **Arusha** Country: **Tanzania** Date: **18th May, 2024** Time (local time): **11.30 am**
E. Evaluation of Bids	
ITB 32.1	**Conversion to Single Currency**: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Not Applicable**
ITB 33.1	A margin of preference ***shall not*** apply.
ITB 33.3	**N/A**
F. Award of Contract	
ITB 42.1	Payment shall be limited to 100% percent of the yearly price or otherwise agreed upon.

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: EAC/SRVS/23-24/041

A. Evaluation Methodology

1. Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

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 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.

2.3 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 eligible Bidders in accordance with ITB Clause 4.

3.2 The documentation required to provide evidence of eligibility shall be: -

a) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

b) a declaration in the Bid Submission Sheet of nationality of the Bidder;

c) fulfilment of obligations to pay taxes and social security contributions in any of the Partner States where applicable.

4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 30.3 and 30.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

(a) acceptance of the conditions of the proposed contract;

(b) acceptable mobilisation period.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

6.2 The Terms of Reference detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

6. Costs to be included in Bid Price

6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:

(a) the unit and total rates in the Price Schedule;

(b) taxes, duties and levies;

(c) Operational/administrative charges if any;

7. Determination of Best Evaluated Bid or Bids

7.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E Post-qualification/Due Diligence

EAC will undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the contract.

Section 4 Bidding Forms

Table of Contents

Standard Bid Forms

1. Bid Submission Sheet .....Error! Bookmark not defined.
2 Bid Security.....Error! Bookmark not defined.
4. Price Schedule.....Error! Bookmark not defined.
5 Qualification Form .....Error! Bookmark not defined.

[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. It should be included by the Bidder in its bid]

1. 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 SECRETARIAT**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: [*insert the number and issuing date of each Addenda where applicable*];

(b) We offer to provide the services in conformity with the Bidding Document for the [*insert a brief description of the Services*];

(c) The total price of our Bid is: [insert the total bid price in words and figures, indicating the amounts and currency]; This amount is exclusive of local taxes which we have estimated at [insert amount in words and figures];

(d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;

(e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(f) 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;

(g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the EAC (. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status];*

(h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*

(i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

[or]

We are not eligible for a Margin of Preference in accordance with ITB Clause 33;

(j) We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract;

(k) 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, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*];

Name and address of Recipient	Purpose/Reason	Currency and Amount

[If none has been paid or is to be paid, indicate "none"]

(l) We are not participating, as Bidders, in more than one bid in this bidding process;

(m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4;

(n) We, our affiliates or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been suspended by any relevant Authority in the Partner States from participating in public procurement;

(o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[signature of person whose name and capacity are shown above]*

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].

2. Bid Security

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

Procurement Reference No.: [insert Procurement Reference Number]

To: **EAST AFRICAN COMMUNITY SECRETARIAT**

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the 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 "EAC") in the sum of *[specify in words the amount and currency of the bid security] [specify the amount and currency in figures]*, 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 18.3; or
2. If the Bidder, having been notified of the acceptance of its bid by EAC, during the period of bid validity, fails or refuses to:
   (a) sign the Contract in accordance with ITB Clause 39; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 41; or
   (c) accept the correction of its bid by EAC, pursuant to ITB Clause. 29;

   we undertake to pay EAC up to the above amount upon receipt of its first written demand, without EAC having to substantiate its demand, provided that in its demand 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.

This security shall remain in force up to and including *[insert date in accordance with ITB Clause 19.3]*, 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. 758.

Signed: *[insert 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]*

[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].

4. Price Schedule

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]*

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Local Taxes				
Total bid price				

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 Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so, stated in Section 3.
The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.
Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

Name of Bidder:	

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

No	Name of Client and Contact Person	Type of Work Performed	Duration and Dates of Contract	Value of contract

2. The major items of equipment proposed for carrying out the Services are:

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

4. Banks that may provide references if contacted by EAC are: *[State name, address and telephone, telex and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of bid submission:

or *[delete statement which does not apply]*

(b) the originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the Qualification Form]*
In the capacity of *[insert legal capacity of person signing the Qualification Form]*
Duly authorised to sign the Qualification Form
for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section 5 Eligible Countries

Procurement Reference Number: EAC/SRVS/23-24/041

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 East African Community, prohibits commercial relations with that country, provided that EAC is satisfied that such exclusion does not preclude effective competition for the provision of 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 Government of Tanzania prohibits any import of Services from that country or any payments to persons or entities in that country.

Table of Clauses

A. General 32
1. Scope of Bid 32
2. Source of Funds 32
3. Corrupt Practices 32
4. Eligible Bidders 33
5. Qualification of the Bidder 34

B. Bidding Document 34
6. Contents of Bidding Document 34
7. Clarification of Bidding Document 35
8. Amendment of Bidding Document 35

C. Preparation of Bids 35
9. Cost of Bidding 35
10. Language of Bid 36
11. Preparation of Bids 36
12. Documents Comprising the Bid 36
13. Bid Submission Sheet and price schedules 36
14. Bid Prices and Discounts 37
15. Currencies of Bid 37
16. Documents Establishing the Eligibility of the Bidder 37
17. Documents Establishing the Qualifications of the Bidder 37
18. Period of Validity of Bids 38
19. Bid Security or Bid Securing Declaration 38
20. Format and Signing of Bid 39

D Submission and Opening of Bids 39
21. Sealing and Marking of Bids 39
22. Deadline for Submission of Bids 39
23. Late Bids 39
24. Withdrawal and Replacement of Bids 39
25. Bid Opening 40

E. Evaluation of Bids 40
26. Confidentiality 40
27. Clarification of Bids 41
28. Compliance and Responsiveness of Bids 41
29. Nonconformities, Errors, and Omissions 41
30. Preliminary Examination of Bids – Eligibility and Administrative Compliance 42
31. Detailed Commercial and Technical Evaluation 42
32. Conversion to Single Currency 43
33. Margin of Preference 43
34. Financial Comparison of Bids 43
35. Determination of Best Evaluated Bid(s) 43
36. Post-qualification of the Bidder 44

F. Award of Contract 44
37. Award Procedure 44
38. EAC's Right to Accept or Reject Any or All Bids 44
39. Signing and Effectiveness of Contract 44
40. Debriefing 44
41. Performance Security 45
42. Advance Payment and Security 45
43. Administrative Review 45

Section 1. Instructions to Bidders

A. General

43. Scope of Bid

1.1 EAC invites bids for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.

1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by EAC are provided in the SCC.

1.3 Throughout this Bidding Document:

(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,

1.4 Procurement will be undertaken in compliance with the provisions of the EAC Procurement Manual 2023

44. Source of Funds

2.1 EAC has an approved budget and intends to use these funds to place a contract for which this Bidding Document is issued.

2.2 Payments will be made directly by EAC and will be subject in all respects to the terms and conditions of the resulting contract.

45. Corrupt Practices

3.1 It is EAC's policy to require that Bidders and Providers observe the highest standards of ethics during procurement and the execution of procurement. In pursuit of this policy, EAC

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(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 public procurement proceeding 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, any contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, EAC may terminate a contract if at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAC or of a Bidder or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, EAC requires representatives of both EAC and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, EAC may suspend a provider from engaging in any EAC procurement process for a period determined by the EAC, where the provider is debarred from the procurement processes of an international organization or any of the Partner States.

3.6 Any communications between a Bidder and EAC related to matters of alleged fraud or corruption must be made in writing and addressed to the Secretary General.

46. 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;

(d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or any combination of them with a Joint Venture (JV), consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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 works or supplies.

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 EAC regarding this bidding process; or

(e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid or as Bidders and subcontractors simultaneously.

4.5 A firm that is under a declaration of suspension by EAC, at the date of the deadline for bid submission or thereafter before contract signature, 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 EAC, as EAC shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

47. Qualification of the Bidder

5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:

(a) the Qualification Form provided in Section 4, Bidding Forms; and

(b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

B. Bidding Document

48. 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
- Section 2. Bid Data Sheet
- 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 Non-Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3 Bidders who did not obtain the Bidding Document directly from EAC will be rejected during evaluation where applicable. Where Bidding Documents are obtained from EAC on a Bidder's behalf, the Bidder's name must be registered with EAC at the time of sale and issue if applicable.

6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

49. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact EAC in writing at the EAC's address indicated in the BDS. EAC will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. 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 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.

50. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, 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 EAC.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, EAC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

C. Preparation of Bids

51. Cost of Bidding

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

52. Language of Bid

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 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 the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

53. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelopes).

11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

54. Documents Comprising the Bid

12.1 The bid shall comprise the following:

(a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(g) any other document(s) required in the BDS.

55. Bid Submission Sheet and price schedules

13.1 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 Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the Services offered;

(c) the total bid price;

(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 that the Bidder is eligible to participate in public procurement;

(h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference;

(h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(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;

(j) confirmation that the Bidder has not been suspended by the EAC or any other relevant authority;

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

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

(a) a brief description of the Services to be performed;

(b) the unit prices where applicable;

(c) local taxes paid

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

56. Bid Prices and Discounts

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.2 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).

14.3 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 31.

57. Currencies of Bid

15.1 Unless otherwise specified in the BDS, bid prices shall be quoted in United States Dollars.

58. 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.

59. Documents Establishing the Qualifications of the Bidder

17.1 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.

17.2 Bidders with a current registration with the EAC may not be required to submit: Not applicable

(a) a copy of the bidder's current trading licence or equivalent;

(b) a copy of the bidder's certificate of registration or equivalent.

But should include details of their registration number in the bid submission sheet.

60. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by EAC as non-compliant.

18.2 EAC will make its best effort to complete the procurement process within this period.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, 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 or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

61. Bid Security or Bid Securing Declaration

19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollars, and shall:

(f) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

(g) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Tanzania, it shall have a correspondent financial institution located in Tanzania to make it enforceable;

(h) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;

(i) be payable promptly upon written demand by EAC in case the conditions listed in ITB Clause 19.6are invoked;

(j) be submitted in its original form - copies will not be accepted.

19.3 The Bid Security or Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.

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

19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

19.6 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 18.3; or

If the successful Bidder fails to:

(a) sign the Contract in accordance with ITB Clause 39;

(b) furnish any Performance Security in accordance with ITB Clause 41; or

(c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

62. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 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 Power of Attorney which if signed in Tanzania shall be registered and if signed outside Tanzania, shall be notarized 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 unamended printed literature, shall be signed or initialled by the person signing the bid.

20.3 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

63. Sealing and Marking of Bids

21.1 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.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to EAC in accordance with ITB Sub-Clause 22.1;

(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.

21.3 If all envelopes are not sealed and marked as required, EAC will assume no responsibility for the misplacement or premature opening of the bid.

64. Deadline for Submission of Bids

22.1 Bids must be received by EAC at the address and no later than the date and time indicated in the BDS.

22.2 EAC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of EAC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

65. Late Bids

23.1 EAC shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by EAC after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

66. Withdrawal and Replacement of Bids

24.1 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 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (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 EAC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 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.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

67. Bid Opening

25.1 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.

25.2 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.

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as EAC may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.

25.6 EAC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where 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 the record.

E. Evaluation of Bids

68. Confidentiality

26.1 EAC shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

(c) solicitation documents, before the solicitation documents are officially issued;

(d) the examination, clarification, evaluation and comparison of bids before the best

evaluated bidder notice is displayed.

26.2 Any effort by a Bidder to influence EAC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact EAC on any matter related to the bidding process, it should do so in writing.

69. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, 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 EAC shall not be considered. EAC's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by EAC in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

70. Compliance and Responsiveness of Bids

28.1 EAC's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(e) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;
(f) is inconsistent with the bidding document and which may in a substantial way, limit the rights of EAC or the obligations of the bidder under the contract;
(g) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
(h) impacts the key factors of a procurement including cost, risk, time and quality and causes -
  (iv) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
  (v) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
  (vi) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by EAC and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

71. Nonconformities, Errors, and Omissions

29.1 Provided that a bid is substantially compliant and responsive, EAC may waive any non-conformity or omission in the bid that does not constitute a material deviation.

29.2 Provided that a bid is substantially compliant and responsive, 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.

29.3 Provided that a bid is substantially compliant and responsive, 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.

29.4 Provided that the bid is substantially compliant and responsive, 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 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.

29.5 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 or Bid Securing Declaration executed.

72. Preliminary Examination of Bids – Eligibility and Administrative Compliance

30.1 EAC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, EAC determines that the Bidder is not eligible, it shall reject the bid.

30. EAC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 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 Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder;

(d) a Bid Security or Bid Securing Declaration, if applicable; and

(e) samples as may be required

73. Detailed Commercial and Technical Evaluation

31.1 EAC shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, EAC determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject

the bid.

74. Conversion to Single Currency

32.1 For evaluation and comparison purposes, 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.

75. Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

33.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) Group A: bids from providers incorporated or registered in EAC where more than fifty percent of the bidder's capital is owned by EAC nationals;

(b) Group B: bids from joint ventures or associations registered in EAC and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and

(c) Group C: all other bids which do not qualify for preference under paragraphs (a) or (b).

33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

76. Financial Comparison of Bids

34.1 EAC shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

34.2 To financially evaluate a bid, 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.

34.3 To financially compare bids, EAC shall:

(a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;

(e) convert all bids to a single currency in accordance with ITB Clause 32;

(f) apply any margin of preference in accordance with ITB Clause 33; and

(g) determine the total evaluated price of each bid.

77. Determination of Best Evaluated Bid(s)

35.1 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.

78. Post-qualification of the Bidder

36.1 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.

36.2 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 5, to clarifications in accordance with ITB Clause 27 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 qualifications.

36.3 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 EAC shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

F. Award of Contract

79. Award Procedure

37.1 EAC shall issue a Notice of Best Evaluated Bidder on its website after the decision to award a contract.

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Bidder.

37.3 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 and subject to satisfactory negotiations.

37.4 Negotiations will only be held in exceptional circumstances as provided for under the EAC Procurement Rules and Procedures 2023.

80. EAC's Right to Accept or Reject Any or All Bids

38.1 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 signature and issue by the EAC, without thereby incurring any liability to Bidders.

81. Signing and Effectiveness of Contract

39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Office of CTC where applicable, the EAC shall sign a contract with the successful Bidder.

39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

82. Debriefing

40.1 Where a bidder requests for information on the reasons for the success or failure of their bid, EAC shall promptly give the Bidder a written debrief after the signing of the contract.

83. Performance Security

41.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to EAC a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Tanzania or a foreign Bank through correspondence with a Bank located in Tanzania. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Bidder fails to sign the contract in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by EAC from participating in EAC procurement processes under the terms of its Bid Securing Declaration. In that event, EAC may award the Contract to the next best evaluated Bidder.

84. Advance Payment and Security

42.1 If so, stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The Advance Payment security shall be issued by a Bank located in Tanzania or a foreign Bank through correspondence with a Bank located in Tanzania. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

85. Administrative Review

42.1 Bidders may seek an Administrative Review by the Secretary General in accordance with the EAC Procurement Policy and Procedures Manual (2016) if they are aggrieved with the decision of EAC.

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Client is: East African Community
ITB 1.1	**Commencement:** The assignment is expected to commence on **1st July 2024**
ITB 1.2	**Subject:** The subject of the procurement is: **Provision of Dedicated High Performance Internet Services to EAC Headquarters in Arusha-Tanzania MPLS and for Partner State Ministries Responsible for EAC affairs and MPLS connection for the five (5) Institutions.**
ITB 1.2	**Reference:** The Procurement Reference Number is: **EAC/SRVS/23-24/041**
B. Bidding Document	
ITB 7.1	**Clarification:** For clarification purposes only EAC's address is: Attention: **The Secretary General** Street Address: **East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex** Floor/Room number: https://eacprocurement.eac.int/ Town/City: **Arusha** PO Box No: **1096** Country: **Tanzania** Facsimile number: **+255 27 2162190** Tel: **+255 27 2162100** Email: eacprocurement@eachq.org EAC will respond to any request for clarification provided that such request is received no later than **4th May, 2024.**
C. Preparation of Bids	
ITB 10.1	**Medium:** The medium of communication shall be in writing.
ITB 10.2	**Language:** The language for the bid is **English.**
ITB 11.2	**Pre-bid meeting:** A pre-bid meeting shall not be held.
ITB 12.1(f)	**Additional bid information:** Additional information required in the bid includes:
ITB 14.3	**Prices:** The prices quoted by the Bidder shall be: **fixed**
ITB 15.1	**Currency:** The currency of the bid shall be: **United States Dollars**
ITB 18.1	**Validity Period:** Bids shall be valid for **120** calendar days from the submission date.
ITB 19.1	A Bid Security **shall not** be required.

Instructions to Bidders Reference	Data relevant to the ITB
ITB 19.2	N/A
ITB 19.3	N/A
ITB 20.1	**Number of Copies:** In addition to the Original of the Bid, the number of copies required is: **2 (Two)**
D. Submission and Opening of Bids	
ITB 22.1	**Bid Submission:** For bid submission purposes only, EAC's address is: Attention: as per **ITB 7.1** **The Secretary General** **East African Community, Secretariat.** Street Address: **EAC Close** Floor/Room number: **:** https://eacprocurement.eac.int/ Town/City: **Arusha** Country: **Tanzania** **Email:** **eacprocurement@eachq.org** The deadline for bid submission is: Date **18th May, 2024** Time (local time): **11.00 am**
ITB 25.1	**Bid Opening:** The bid opening shall take place at: **as per ITB 7.1** **Street Address:** East African Community Headquarters, EAC CloseAfrika Mashariki Road Floor/Room number: : : https://eacprocurement.eac.int/ Town/City: **Arusha** Country: **Tanzania** Date: **18th May, 2024** Time (local time): **11.30 am**
E. Evaluation of Bids	
ITB 32.1	**Conversion to Single Currency**: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Not Applicable**
ITB 33.1	A margin of preference ***shall not*** apply.
ITB 33.3	**N/A**
F. Award of Contract	
ITB 42.1	100%

Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

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 evaluation shall be conducted in three sequential stages –

(d) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(e) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(f) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

2.3 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 eligible Bidders in accordance with ITB Clause 4.

3.2 The documentation required to provide evidence of eligibility shall be: -

(a) fulfilment of obligations to pay taxes and social security contributions in any of the Partner States where applicable.

4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 30.3 and 30.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

(a) acceptance of the conditions of the proposed contract;

(b) acceptable mobilisation period.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

6.2 The Terms of Reference detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

6. Costs to be included in Bid Price

6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:

(a) the unit and total rates in the Price Schedule;

(b) taxes, duties and levies;

7. Margin of Preference

7.1 If the BDS specifies the application of a margin of preference for the purpose of bid comparison, the following procedures will apply:

7.1.1 EAC will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence.

7.1.2 EAC will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:

(a) seven (7) percent of the bid price to all bids in Group C;

(b) four (4) percent of the bid price to all bids in Group B.

7.1.3 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.

8. Determination of Best Evaluated Bid or Bids

8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E Post-qualification/Due Diligence

EAC will undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the contract.

Section 5. Eligible Countries

Procurement Reference Number: EAC/SRVS/23-24/041

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 Government of Tanzania and/or the East African Community, prohibits commercial relations with that country, provided that EAC is satisfied that such exclusion does not preclude effective competition for the provision of 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 Government of Tanzania prohibits any import of Services from that country or any payments to persons or entities in that country.

Section 6. Statement of Requirements

ANNEX I: TERMS OF REFERENCE AND BID DATA SHEET

TERMS OF REFERENCE:
INVITATION TO TENDER FOR PROVISION OF DEDICATED HIGH PERFORMANCE INTERNET SERVICES TO EAC HEADQUARTERS IN ARUSHA-TANZANIA MPLS AND FOR PARTNER STATE MINISTRIES RESPONSIBLE FOR EAC AFFAIRS AND MPLS CONNECTION FOR THE FIVE (5) INSTITUTIONS.

1. BACKGROUND

The East African Community (EAC) is a regional organization mandated by the Governments of the Republic of Burundi, Democratic Republic of Congo (DRC), Republic of Kenya, Republic of Rwanda, Republic of South Sudan, Federal Republic of Somalia, the Republic of Uganda and the United Republic of Tanzania (URT) to spearhead the East African economic, social and political integration agenda.

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

The EAC Secretariat ('the Secretariat') has adopted ICTs and continues to develop IT infrastructure in order to facilitate and support daily activities and operations. This has resulted in an increased efficiency.

The Secretariat now wishes to engage an Internet Service Provider to provide dedicated Internet services for browsing and online in-house applications access, including an email service to the EAC Headquarters in Arusha, Tanzania and dedicated Internet for the Back-up site in Kampala, Uganda. The connectivity shall be as indicated in Table 1 below.

2. ADEQUACY OF THE TECHNICAL PROPOSAL

2.1 General Description of the EAC Internet Service System

Service providers should provide information on their technical competence and capabilities on all the following;
Internet services at the EAC is mainly for:

- Browsing by approximately three hundred (500) users on the EAC LAN
- Electronic mail service hosted at EAC Headquarters
- VoIP (Including International calls)
- Web based database applications e.g TRIM, Financial Systems and Inspiro
- Online security updates for server systems

- Residential internet for browsing and the rest of the above services for at least Ten (10) members of staff located in Arusha (majority in Njiro Area and currently individually connected via wireless access points)
- Any others

2.2 FIXED COSTS

a) Fibre Optic is the most preferred solution. The connection should be entirely fibre with submarine optic fibre cable component, where applicable. Where fibre connection is not proposed, a roadmap on when it will be provided has to be clearly stated.
b) Wireless or VSAT: Indicate type of technology/band used and give specifications. Preference will be given to solutions with superior and latest communications technologies with greater reliability, availability and faster data speeds operating at all weather conditions.
c) Costs of any equipment to be leased or purchased have to be shown separately and detailed specifications provided.
d) Involved in assisting in the configuration of CISCO/PIX firewalls, bandwidth manager, CISCO routers on the client side.
e) VoIP devices to provide 4 voice lines to existing PABX (Cisco CUCM Call Manager) at the headquarters.
f) All one-time installation and implementation costs (including man-hours/ per diem) have to be detailed enough since all undisclosed (hidden) expenses will not be honored.

2.3 RUNNING COSTS

- Dedicated fulltime Internet Bandwidth at all sites:
- An annual service contract will be part of the main contract. There shall be at least three preventive maintenance visits during which the service provider will implement activities in a checklist; including check on performance of the link; check status and effectiveness of security system/firewalls on both client and ISP side. The contract also includes on-call technical support.
- VoIP calls to international numbers as per VoIP tariff rates for various destinations.

3. BANDWIDTH REQUIREMENTS

The bandwidth requirements shall be as in Table 1 below;

Table 1: Bandwidth requirements

	Link type	Point/ Location	Bandwidth (Mbps)

1	**Lot 1:** Dedicated internet for browsing services and online application access at the EAC Headquarters in Arusha, Tanzania - Plus, five (10) Internet Dongles for use by ICT Support staff during off peak hours (Utilising the same bandwidth)	EAC Headquarters, Arusha, Tanzania	Preferred: 80mbps/80mbps Option: 90mbps/90mbps
2	**Lot 2:** E1 Microsoft Office 365	EAC for EAC staffs	450 Users
3	**Lot 3:** Internet for EAC Staff ten (10) at various residences in Arusha, Tanzania (majority in Njiro Area and currently individually connected via wireless access points)	Arusha town, Tanzania	A total volume of a minimum of 50 GB per month per site
4	**Lot 4a:** Dedicated bandwidth for EACHQ and 5 institutions Point-to-Point MPLS bandwidth between Arusha and the 5 mentioned institutions Plus, Internet bandwidth at all the institutions	(LVBC –in Kisumu, Kenya, LVFO in Jinja Uganda, EASTECO in Kigali Rwanda, EAKC in Zanzibar United Republic Tanzania, EAHRC in Bujumbura, Burundi)	3mbps/3mbps P2P MPLS data link Plus 2 Mbps /2 Mbps Internet at all the institutions with wireless access in the VC room
5	**Lot 4b:** Dedicated bandwidth for EACHQ and 6 Partner states Point-to-Point MPLS bandwidth	Ministry responsible for EAC Affiars in (Burundi-Bujumbura,Kenya – Nairobi, Rwanda - Kigali,Tanzania - Dodoma,South Sudan – Juba,Uganda-Kampala)	6 mbps/6 mbps P2P MPLS data link with wireless access in the VC room 5mbps/5mbps P2P MPLS data link FOR Juba

6	**Lot 4c:** Dedicated bandwidth for EACHQ and 4 Partner states Stock Exchange Point-to-Point MPLS bandwidth	Rwanda Stock Exchange Bank of Republic Burundi DAR Stock Exchange EADB Kampala<>EAC	3 mbps/3 mbps P2P
7	**Lot 5:** Cloud Services	The below are services as provisioned on Azure portal. **1.** Virtual Machines: Listed in different categories and the no of provisioned virtual machines is indicated in each category. Total no of virtual Machines: 44 • Standard A4 v2 (4 vcpus, 8 GiB memory): 1 VM • Standard A2 v2 (2 vcpus, 4 GiB memory): 1 VM • Standard B2s (2 vcpus, 4 GiB memory): 1 VM • Standard B1ms (1 vcpu, 2 GiB memory): 1 VM • Standard B2s (2 vcpus, 4 GiB memory): 1 VM • Standard B2ms (2 vcpus, 8 GiB memory): 7 VMs • Standard D2ds v4 (2 vcpus, 8 GiB memory): 1 VM • Standard D2ls v5 (2 vcpus, 4 GiB memory): 2 VMs • Standard D4s v4 (4 vcpus, 16 GiB memory): 2 VMs	

		• Standard D8s v4 (8 vcpus, 32 GiB memory): 1 VM • Standard D4s v4 (4 vcpus, 16 GiB memory): 3 VMs • Standard DS13-8 v2 (8 vcpus, 56 GiB memory): 1 VM • Standard E16-4s v4 (4 vcpus, 128 GiB memory): 1 VM • Standard E16-8s v4 (8 vcpus, 64 GiB memory): 3 VMs • Standard E2s v4 (2 vcpus, 16 GiB memory): 18 VMs **2.** Firewalls: 3 Azure Firewalls. **3.** Virtual Private Gateway (VPNs): 2 VPNs **4.** Application Gateways: 3 **5.** Azure Backups (Recovery services): 2	

NB: Service Provider shall provide the necessary CISCO routers at each of the above sites plus and advice on other LAN devices which would be required from the client side. The routers is where the ISP will terminate their services (primary and backup links).

	Link type	Point A	Point B	Bandwidth (Mbps)
	Point-to-point	Bujumbura (ministry responsible for EAC Affairs)	Arusha	6

1	MPLS links	Kigali (ministry responsible for EAC Affairs)	Arusha	6
		Kampala (ministry responsible for EAC Affairs)	Arusha	6
		Nairobi (ministry responsible for EAC Affairs)	Arusha	6
		Dodoma (ministry responsible for EAC Affairs)	Arusha	6
		Juba (ministry responsible for EAC Affairs)	Arusha	3
		IUCEA- Kampala	Arusha	3
		LVFO - Jinja	Arusha	3
		EADB- Kampala	Arusha	3
		CASSOA-Entebbe	Arusha	3
		EASTECO- Kigali	Arusha	3
		LVBC – Kisumu	Arusha	3
		EAHRC-Bujumbura	Arusha	3
		EAKC-Zanzibar	Arusha	3
		Rwanda Stock Exchange		3
		Bank of Republic Burundi		3
		DAR Stock Exchange		3
		EADB Kampala<>EAC		3
		Provider to advise on the bandwidth requirements for the link between Arusha and the Provider in order to realize the p2p links above		
2	Point-to-point link for IP access to the EAC-VC system	Arusha	Provider	>20

4. SERVICE REQUIREMENTS

The Provider shall:

(a) Provide high availability primary optical fibre links and each of the above link shall have a back-up link (preferably fibre) with automatic failover equivalent capabilities;

(b) Demonstrate the ability to provide high performance internet connectivity both within and outside the United Republic of Tanzania i.e all EAC Partner States.

5. DELIVERABLES

The Provider shall provide and ensure their bid submission is responsive to all requirements the following requirements:

The solution provider for MPLS should be able to;

(a) Provide Managed WAN service as described above for a period of 3 years renewable upon satisfaction and performance evaluation.
(b) Provide Professional services on WAN configuration and failover optimization as described above for a period of 3 years renewable upon satisfaction and performance evaluation.
(c) Provide a detailed SLA for both Multipoint MPLS and Internet connectivity to govern the service.
(d) Provide an online portal for accessing the service provider's network monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results.
(e) Provide solution for voice services across EAC institutions and Organs (SIP trunk, call app for android remote users, conferencing facilities)
(f) Provide solutions for information exchange using the existing MPLS network provided.
(g) Demonstrate having fiber infrastructure network in the areas highlighted on Table 1 above. Where there is no fiber a fitting solution should be proposed.
(h) Demonstrate point of presence at the countries where the sites provided on Table 1 are located.
(i) Demonstrate Disaster Recovery (DR) capabilities of the service.
(j) Provide clear details of the DR capabilities in place
(k) Demonstrate Information Security capabilities for consideration.
(l) Provide clear details of the Security capabilities in Place
(m) Provide at least three (3) references of similar designs and implementation.
(n) Elaborate via network diagrams the logical design of the proposed network.
(o) Demonstrate capacity to configure, support and maintain.
    a. Wide Area Networks (WAN)
    b. Virtual Private Networks (VPN)
    c. Virtual Local Area Networks (VLAN)

(p) Guarantee;
    a. Committed bandwidth (CIR) as per the requirement for each site provided on Table 1.
    b. Round Trip Latency of Less than 35ms across the region.
    c. Packet Loss less than 0.2%
    d. SLA of 99.9% service availability
    e. Dedicated or Platinum QoS on the Core network across the borders
    f. High availability/auto-rerouting inbuilt in the Core IP and MPLS Core for Layer 2 (Layer 2 circuits and VPLS) and Layer 3 backbone services

6. BIDDER MUST ATTACH A DRAFT SERVICE LEVEL AGREEMENT (SLA)

a) **Monitoring tools-** Clarify the monitoring tools to be used and describe the key features of the Web portal for accessing the service provider's network

monitoring tool showing Internet link bandwidth utilization graphs, and application analysis results.

Attach sample graphs to show usage, independent internet speedometer to monitor and evaluate bandwidth speeds.

b) Delivery schedule

The Provider shall prepare a schedule containing the requisite activities for delivering the service and the timeframes for each activity with the service covering three years (renewable subject to satisfactory performance and availability of funds).

7. PROVIDER CAPACITY

7.1 List of Reference Sites/track record

a) Years of experience in the industry (At least five years)
b) The bidder should submit at least three (3) sites where they have installed and commissioned similar ICT infrastructure in the last three years.
c) The bidder should indicate the name of the organization, physical address, contact person, contract sum, contract period and a description of the network infrastructure deployed. Include three referees for any independent sub-contractors proposed. The EAC Secretariat reserves the right to visit any of the declared sites without reference to the bidder.
d) Technology used, preferably the latest technologies.
e) Reliability, availability, and quality of service
f) Bidder must bid for all lots.
g) Bidder must demonstrate the presence in at least Burundi, Kenya, Rwanda, South Sudan, Uganda and Tanzania since all these countries have ongoing EAC Services and also for Federal Republic of Somalia and Democratic Republic of Congo demonstrate any partnership or presence.

7.2 Technical capacity

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

a) List of Technical Staff including Technical Managers and network engineers
b) Qualifications and years of experience (technical staff and managers)
c) Curriculum Vitae (C.V)
d) Data center tier 111 with certified engineers
e) The following should be mandatory certificates cloud engineer should have Microsoft Certified – Cyber Security Architect Expert, Microsoft Certified Azure Solutions Architect Expert, Certified Network Security Specialist ICSI /CNSS International Cybersecurity Institute and AWS Certified Cloud Practitioner
f) Microsoft Gold Partner

8. AFTER SALES SUPPORT

a) Reasonable response time (indicate)
b) Availability of full time (24x7) help lines and technical support email service
c) Spare/ standby/ redundant equipment

d) Graphs to show actual usage. Independent Internet speedometer to monitor and evaluate bandwidth/ speeds
e) Configuration of client bandwidth manager and other network security devices including CISCO/PIX/SOPHOS firewalls on client side

9. PRIMARY AND BACKUP LINK ARRANGEMENTS

a) ISP should have a backup/redundant arrangement on alternative routes in case his main/primary link/route is down
b) Specify the expected maximum downtime of the primary link, where applicable
c) Indicate actual physical route of Internet backup (to be demonstrated during test/demo period)
d) Technical details of auxiliary communications equipment used and capabilities; EAC has CISCO routers (1800, 1900 series) already at site plus other LAN devices.

10. TEST LINK

Additionally, as part of the post qualification, the Internet Service Provider will be required to provide Internet test links with the same requested specifications for a period of at least one week and not exceeding two weeks, at their own costs. The links will demonstrate capabilities of all the above technical requirements. The proposed backup links will also be tested during the demo period.

Annex IV: EVALUATION SCORES

1.	**Preliminary Evaluation**		**Yes/No**
2.	**Adequacy of the Technical proposal**		**50**
	(a)	Internet Connectivity Infrastructure	30
	(b)	Bandwidth Requirements	10
	(c)	Service Requirements	10
3.	**Deliverables**		**10**
	(a)	Service Level terms	05
	(b)	Monitoring tools	05
4.	**Delivery Schedule (From June 2024)**		**05**
5.	**Provider Capacity**		**30**

(a)	General experience of the Firm	05
(b)	Specific Experience of the Firm relevant to the project (List of reference sites at least 3)	10
(c)	Organization and staffing (General)	05
(d)	Key professionals	10
6.	**After Sales support**	**05**
(a)	Response time and availability of help lines & technical support email service. Full time service	05
Total (2 + 3 + 4 + 5+ 6)		**100**

7. Post Qualification

7.1 Evaluation

Post qualification evaluation may be conducted on the highest ranked bidder. As additional post qualification measures, the service offered by the highest ranked bid may be subjected to the following tests and performance benchmarks prior to Contract award: Simulation live demonstration tests and site visits of locations where a similar project implemented by the bidder is in operation.

7.2 Test link

Additionally, as part of the post qualification, the Internet Service Provider may be required to provide an Internet test link with the same requested specifications for a period of at least one week and not exceeding two weeks, at their own costs. The link will demonstrate capabilities of all the above technical requirements. The proposed backup link will also be tested during the demo period.

Financial Evaluation: The firm will clearly indicate all charges (monthly and annual or otherwise) and MUST indicate all duties and taxes due for each Lot separately.

Strengths	
Weaknesses	

Evaluation performed by:

Name	
Signature	
Date	

The proposed timetable for this assignment is as follows.
Start of Contract – 1st July 2024

- **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:

a) Technical Proposal in one original and two copies
b) 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 a different envelope to be opened for those who will have passed the technical evaluation.

Contract

Part 3 Section 7. Draft Contract

DRAFT

CONTRACT

BETWEEN

THE EAST AFRICAN COMMUNITY

AND

…… [*Insert name of service provider*]

FOR

….....[Insert subject matter of services and Contract No……..]

THIS CONTRACT is made

BETWEEN

The East African Community, P. O. Box 1096, Arusha, Tanzania ((*hereinafter called the "EAC"*) of the one part**,**

AND

[insert the full name of the Service Provider] (*hereinafter called the "Service Provider"),* with the residence in ***[insert the Service Provider's address, phone, email]*** (*hereinafter referred to as the "Service Provider")* of the other part;

(hereinafter jointly referred to as the "Parties" and separately as the "Party")

WHEREAS the East African Community is a Regional Economic Community established by Article 2 of the Treaty for the Establishment of the East African Community;

WHEREAS, the **EAC** wishes to engage ***[name of the Service Provider]*** to perform the services hereinafter referred to, and

Part 3 Section 7. Draft Contract

WHEREAS, ***[name of the Service Provider]*** is willing to perform these services,

NOW THEREFORE THE PARTIES HEREBY AGREE as follows: -

1. Interpretation

(1) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in this Contract.

(2) The following documents shall constitute the Contract between the EAC and the Service Provider, and each shall be read and construed as an integral part of the Contract:

(a) This Contract
(b) Section I – General Conditions of Contract
(c) Section II – Special Conditions of Contract

(3) This Contract shall prevail over all other documents. In the event of any discrepancy between the General Conditions of Contract and the Special Conditions of Contract, then the Special Conditions of Contract shall prevail.

2. Engagement and Services

(a) Engagement

The **East African Community (EAC)** hereby engages **[the Service Provider]** and the Service Provider hereby accepts to provide the Insurance services to the East African Community in accordance with this Contract and the Insurance Policy annexed to this Contract.

(b) Description of Services

The **[Service Provider]** shall provide the following services to the **EAC**
[Insert Technical Requirements or Terms of reference]

(c) Scope of coverage

(1) The Service Provider shall provide the following insurance cover as specified in the Policy:
(i) Group Life;
(ii) Permanent Total Disability; and
(iii) Group Personal accident, occupational diseases and critical illness.

(2) The Service Provider shall not vary the scope of services provided under the contract without the prior written approval of the EAC.

(d) Standard of Services

(i) All services provided by Service Provider shall be provided with promptness and diligence in the manner and at a level of proficiency expected of a Contractor that possess the technical capacity, expertise, competence and experience that the Service Provider has represented to the EAC and in accordance with the standards of the East African Community.

(ii) The Service Provider undertakes to provide the services in accordance with the highest technical, professional and ethical standards expected of a Contractor with the competence and experience that the Contractor has represented to possess.

3. Price and Payment

(a) In consideration of the services provided, the **EAC** shall pay the Service Provider a premium of the amount of **United States Dollars ……..** inclusive of VAT for the duration of the Contract.

(b) Subject to Paragraph (a), as required by the Insurance Act of Tanzania, the premium shall be paid upon signature of the Contract.

(c) The Service Provider shall provide a Performance Security of 10 (ten) percent of the premium.

(d) The Service Provider's request for payment shall be made to the EAC in writing, accompanied by invoices describing, as appropriate, the services performed, upon fulfilment of all other obligations stipulated in this Contract.

(e) Payment shall be disbursed electronically to the Bank Account of the Service Provider as follows:

Account Name:	
Account Number:	
Name of Bank:	
Branch Name & Address:	
Swift Code:	
Currency:	

(f) The Contract amount shall be final and not subject to revision and shall constitute the only financial entitlements which shall be disbursed to Service Provider by the EAC.

(a) The EAC is a tax-exempt organisation. Where applicable, the EAC shall provide to the Service Provider documents relating to the tax-exempt status to facilitate the execution of the Contract.

4. Law Applicable

This Contract is governed and shall be construed and interpreted in accordance with the laws of the United Republic of Tanzania.

5. Commencement and Duration

(a) The contract shall commence on **……[Insert commencement date]** and shall subsist for a period of …. **[[duration of contract/ Insert date]** or until … **[insert date].**

(b) The contract may be renewed by mutual agreement of the Parties upon satisfactory performance.

IN WITNESS whereof, and intending to be legally bound, the Parties have duly executed this Contract by their authorised representatives.

The East African Community	***[Name of Service Provider]***
Signature:……..	***Signature:……***
Name:……	***Name:……***
Title:……..	***Title…….***

8: General Conditions of Contract

A General Provisions

1 Definitions

1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

(a) "Contract" means the Contract entered into between the EAC and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.

(b) "Contract Price" means the price payable to the Service Provider stated in the Contract and representing the total amount payable for the provision of the Services.

(c) "Day" means calendar day.

(d) "Eligible Countries" means the countries and territories eligible as listed in the SCC.

(e) "GCC" means the General Conditions of Contract.

(f) "Month" means calendar month.

(g) "Personnel" means persons engaged by the Service Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

(h) "SCC" means the Special Conditions of Contract.

(i) "Services" Any object of procurement other than goods and works.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Services to be provided is subcontracted by the Service Provider.

1.3 If the context so requires it, singular means plural and vice versa.

2. Fraud and Corruption

2.1 It is the Community Policy to require that EAC staff as well as Service Providers and their subcontractors observe the highest standards of ethics during the execution of contracts. In this context, any action taken by the Service Provider or their sub-contractor to influence the contract execution for undue advantage is improper.

2.2 In pursuance of this requirement, the Community:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

[1] *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes Community staff and employees of other organizations taking or reviewing procurement decisions.*

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party[2] to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties[3] designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[4];

(v) "obstructive practice" means a deliberate action or omission intended to impede any investigation of a corrupt, fraudulent, coercive, or collusive practice related to a procurement and includes deliberately destroying, falsifying, altering or concealing material evidence or threatening, harassing, or intimidating any party to prevent it from disclosing information;

(b) The Community will take the following measures against the Service Provider who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(i) reject the bid or award;

(ii) declare the Service Provider, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become a community contractor;

(iii) cancel or terminate any ongoing contract with the Service Provider;

(iv) request the relevant national authorities to conduct a joint investigation with Community to inspect or carry out audits of the Service Provider's accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;

(v) forfeit the bid or performance securities of the Service Provider;

(vi) suspend any payments due to the Service Provider, under the contract in question or any other contract the Service Provider might have with the Community until the extent of damage caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Community's contract are determined and recovered, and;

(vii) sue the Service Provider to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the Service Provider.

2.3 In pursuit of the policy defined in GCC Clause 2.1, EAC may terminate a Contract for

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[2] *a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[3] *"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.*

[4] *a "party" refers to a participant in the procurement process or contract execution.*

Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAC or of a Service Provider, during the procurement or the execution of that contract.

3. Interpretation

3.1 If the context so requires it, singular means plural and vice versa.

3.2 Entire Agreement

The Contract constitutes the entire agreement between the EAC and the Service Provider and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

3.3 Non waiver

(a) Subject to GCC Sub-Clause 3.3 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.5 Code of Conduct

The Service Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of EAC, and from engaging in any activity which conflicts with its obligations towards EAC under the contract. It shall not commit the EAC without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Service Provider and the EAC, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a certified translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, the certified translation shall apply.

4.2 The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Service Provider.

5.1 If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the EAC for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or

association shall not be altered without the prior consent of the EAC.

6.1 The Service Provider and its Subcontractors shall have the nationality of an eligible country. A Service Provider or Subcontractor shall be deemed to have the nationality of a country if it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

6.2 The Service Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

6.3 The Service Provider has the obligation to promptly notify the EAC about any change in the Service Provider or their subcontractor's legal or commercial status that might affect the eligibility conditions that prevail at the time of prequalification.

7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8.1 The EAC and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the EAC or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

8.3 Notwithstanding any reference to arbitration herein, the parties may continue to perform their respective obligations under the Contract unless they otherwise agree.

9.1 The Services shall be provided in accordance with the scope of services specified in the Contract.

11.1 The Service Provider's request for payment shall be made to the EAC in writing, accompanied by invoices describing, as appropriate, the Services performed, and by the documents submitted pursuant to Contract and upon fulfillment of all other obligations stipulated in the Contract.

11.2 Where it is a requirement of the law, normal commercial practice or the interests of the Community require, advance payment shall be made as specified in the SCC.

11.3 Unless otherwise stipulated in the Special Conditions, the contract shall be at fixed prices, which shall not be revised.

11.4 The Service Provider undertakes to repay any amounts paid in excess of the final amount due to the EAC before the deadline indicated in the debit note, which is 45 days from the issuing of that note.

11.5 If the contract is terminated for any reason whatsoever, the guarantee securing the advance payment may be invoked forthwith in order to repay the balance of the advance still owed by the Service Provider, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

12.1 EAC shall not unreasonably withhold any undisputed portion of a request for payment. EAC shall notify the Service Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Service Provider, EAC may add or subtract the difference from any subsequent payments.

12.2 Any amount which the EAC has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Service Provider to EAC within thirty days after receipt by the Service Provider of a notice thereof. Any such claim by EAC for reimbursement must be made within twelve months after receipt by EAC of a final statement approved by EAC.

13.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Service Provider of a bank guarantee or an on-demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

13.2 Should the advance payment guarantee cease to be valid and the Service Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by EAC from future payments due to the Service Provider under the contract.

13.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Service Provider.

14.1 The Service Provider shall bear and pay all taxes, duties and levies imposed on the Service Provider, by all municipal, state or national government authorities, both within and outside the United Republic of Tanzania, in connection with the provision of the Services to be supplied under the Contract.

14.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

14.3 For Service Providers outside the United Republic of Tanzania, the Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.

14.4 For Service Providers within the United Republic of Tanzania, the Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the EAC.

14.5 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the United Republic of Tanzania, the EAC shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

15.1 The Service Provider shall, upon signing the contract, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

15.2 The proceeds of the Performance Security shall be payable to the EAC as compensation for any loss resulting from the Service Providers failure to complete its obligations under the Contract.

15.3 As specified in the **SCC**, the Performance Security, shall be denominated in the currency of the Contract and shall be in the form stipulated by the EAC in the **SCC.**

15.4 The Performance Security shall be returned to the Service Provider no later than Thirty (30) days after certification by the contract manager of completion of the Service Provider's performance obligations under the contract, including any warranty obligations.

15.5 The Performance Security shall be discharged as specified in the SCC.

16.1 The copyright in all documents and other materials containing data and information furnished to the EAC by the Service Provider herein shall remain vested in the EAC, or, if they are furnished to the EAC directly or through the Service Provider by any third party, including Suppliers of materials, the copyright in such materials shall vest in the EAC.

17.1 The EAC reserves the sole and exclusive right to the intellectual property, ownership of documents and other materials produced by the Service Provider under this Contract, including any modifications to documents submitted by the Service Provider.

17.2 All copies of all the programs, data files and any other material submitted by the EAC to the Service Provider to facilitate their performance, shall remain the property of the EAC, and the Service Provider shall upon termination or expiration of this contract, hand over all such materials to the EAC.

17.3 The Service Provider shall not publish, use, cite, refer or share with a third party any material or document produced by the Service Provider or submitted by the EAC under this Contract without prior authorization by the Secretary General.

18.1 The Service Provider shall keep confidential and shall not, without the written consent of the EAC, divulge to any third party any documents, data, or other information

furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the EAC to the extent required for the Subcontractor to perform its work under the Contract, in which event the Service Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service Provider under GCC Clause 19.

18.2 The Service Provider shall not use such documents, data, and other information received from the EAC for any purposes unrelated to the contract.

18.3 The provisions on confidentiality shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the service or any part thereof.

18.4 The provisions on confidentiality shall survive completion or termination, for whatever reason, of the Contract.

19.1 The Service Provider shall not assign, delegate, sub-contract, transfer or pledge any of its responsibility or any right or obligation contained in this Contract to any agent and/ or sub - agent without prior written permission of the EAC, the granting of which shall solely be at the discretion of the EAC.

19.2 The Service Provider shall notify the EAC in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Service Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

19.3 Subcontracts shall comply with the provisions on Fraud & Corruption and Eligibility as provided in this Contract.

20.1 The Service Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by EAC as shall be specified in the SCC.

20.2 The Service Provider shall at EAC's request, provide evidence to EAC showing that such insurance has been taken out and maintained.

21.1 Except in the case of Force Majeure, if the Service Provider fails to deliver any or all of the services by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the EAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the EAC may terminate the Contract as provided herein.

22.1 At its own expense, the Service Provider shall indemnify, protect and defend, EAC, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Service Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

22.2 At its own expense, the Service Provider shall indemnify, protect and defend EAC, its agents and employees, from and against all actions, claims, losses or damages arising out of the Service Provider's failure to perform its obligations provided that:

(a) the Service Provider is notified of such actions, claims, losses or damages not later than 30 days after the EAC becomes aware of them;

(b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;

(c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

22.3 The aggregate liability of the Service Provider to the EAC shall not exceed the total contract value or such other amount specified in the SCC.

22.4 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) EAC omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Insurance company to implement a decision or recommendation with which the Insurance company disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Provider's instructions by agents, employees or independent contractors of EAC.

22.5 The Service Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

23.1 Unless otherwise specified in the Contract, if after the signature of the Contract any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the United Republic of Tanzania, (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or the Contract Price, then such delivery date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the provision on taxes and duties.

24.1 Neither of the Parties is liable for any delay of failure to perform its obligations under this contract by an event of *Force Majeure*, provided that such event was beyond the reasonable control, and was not reasonably foreseeable and without deliberate default or negligence of the party claiming an event of *Force Majeure*, and which directly results in that party's ability, notwithstanding all reasonable efforts, to perform its obligations in whole or

in part.

24.2 Neither party shall be considered to be in default or breach of its obligations under this contract to the extent that performance of such obligations is prevented by an event of *Force Majeure* which arises after the date of execution of this contract.

24.3 If either party considers any event of *Force Majeure* has occurred which may affect performance of its obligations, it shall promptly notify the other party in writing thereof not later than the time specified in the SCC following the occurrence of the event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

24.4 Any period within which such a party shall pursuant to this contract, require to complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of *Force Majeure*.

24.5 If the contract or part thereof shall become impossible to perform due to *Force Majeure,* the contract or part thereof may be terminated by mutual consent.

24.6 Should the services be terminated in whole or in part in accordance with this clause then any payment due for any services already provided by the Supplier shall be paid and any sums belonging to the EAC, being held by the Supplier, for carrying out this contract shall be returned to the EAC forthwith.

24.7 Not later than the period specified in the SCC after the Service Provider and the EAC, as a result of an event of *Force Majeure*, have become unable to perform a material portion of the contract, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

24.8 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, acts of the EAC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.1 EAC may at any time request the Service Provider through notice in accordance with GCC Clause 7, to make changes within the general scope of the Contract.

25.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment must be asserted within 28 days from the date of the Service Provider's receipt of EAC's change order.

25.3 Prices to be charged by the Service Provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Service Provider for similar services.

25.4 Subject to the above, no variation in or modification of the terms of the Contract shall be

made except by written amendment signed by the parties.

26.1 If at any time during performance of the Contract, the Service Provider or its subcontractors should encounter conditions impeding timely completion of Services, the Service Provider shall promptly notify the EAC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the EAC shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

26.2 Except in case of Force Majeure, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of liquidated damages as provided by this Contract, unless an extension of time is agreed upon, in accordance with this Clause.

27.1 **Termination by the EAC**

(a) The EAC may, at any time and with immediate effect, subject to sub - paragraph ix, terminate the contract, except as provided for under Paragraph b.

(b) Subject to any other provisions of these General Conditions, the EAC may, by giving seven days' notice to the Service Provider, terminate the contract in any of the following cases where:

(i) the Service Provider is in serious breach of contract for failure to perform its contractual obligations;

(ii) the Service Provider fails to comply within a reasonable time with the notice given by the Contract Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;

(iii) the Service Provider refuses or neglects to carry out any administrative orders given by the Contract Manager;

(iv) the Service Provider assigns the contract or subcontracts without the authorization of the EAC;

(v) the Service Provider is bankrupt, subject to insolvency or winding up procedures, is having their assets administered by a liquidator or by the Courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;

(vi) any organizational modification occurs involving a change in the legal personality, nature or control of the Service Provider, unless such modification is recorded in an addendum to the contract;

(vii) any other legal disability hindering performance of the contract occurs;

(viii) the Service Provider has been guilty of grave professional misconduct proven by any means which the EAC can justify;

(ix) it has been established by a final judgment or a final administrative decision or by proof in possession of the EAC that the Service Provider has been guilty of fraud, corruption, involvement in a criminal organization, money laundering or terrorist financing, terrorist related offences, child labour or other forms of

trafficking in human beings or has committed an irregularity;

(x) the Service Provider, in the performance of another contract financed by the Community or its donors has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the EAC or the competent authorities of Partner States;

(xi) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;

(xii) the award procedure or the performance of another Community financed contract proves to have been subject to substantial errors, irregularities or fraud; or

(xiii) the Service Provider fails to perform their obligations in accordance with this contract.

(c) Termination shall be without prejudice to any other rights or powers of the EAC under the contract. The EAC may, thereafter, conclude any other contract with a third party, at the Service Provider's own expense. The Service Provider's liability for delay in completion shall immediately cease when the EAC terminates the contract without prejudice to any liability thereunder that may already have arisen.

(d) Upon termination of the contract or when it has received notice thereof, the Service Provider shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

(e) The Contract Manager shall, as soon as possible after termination, certify the value of the supplies or services and all sums due to the Service Provider as at the date of termination.

(f) In the event of termination, the Contract Manager shall, as soon as possible and in the presence of the Service Provider or their representatives or having duly summoned them, draw up a report on the services rendered and the incidentals. A statement shall also be drawn up of monies due to the Service Provider and of monies owed by the Service Provider to the EAC as at the date of termination of the contract.

(g) If the EAC terminates the contract pursuant Paragraph b, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Service Provider any loss it has suffered up to the value of the contract unless otherwise provided for in the SCC.

(h) Where the termination is not due to an act or omission of the Service Provider, force majeure or other circumstances beyond the control of the EAC, the Service Provider shall be entitled to claim in addition to sums owed to them for the work already performed, an indemnity for loss suffered.

(i) This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

27.2 **Termination by the Service Provider**

(a) The Service Provider may, by giving 30 days' notice to the EAC, terminate the contract if the EAC:

(i) fails to pay the Service Provider the amounts due under any certificate issued by

the Contract Manager after the expiry of the time limit stated in the contract; or

(ii) consistently fails to meet its obligations after repeated reminders; or

(iii) suspends the delivery of the services, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Service Provider's breach or default.

(b) Such termination shall be without prejudice to any other rights of the EAC or the Service Provider acquired under the contract.

(c) In the event of such termination, the EAC shall pay the Service Provider for any loss or damage the Service Provider may have suffered.

28.1 Either party commits breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

28.2 Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
(a) damages
(b) termination of the contract

28.3 Damages may be either general damages or liquidated damages.

28.4 Should the Service Provider fail to perform any of its obligations in accordance with the provisions of the contract, the EAC is, without prejudice of its rights under Paragraph 2, also entitled to the following remedies:
(a) suspension of payments; or
(b) reduction or recovery of payments in proportion to the failure's extent.

28.5 Where the EAC is entitled to damages, it may deduct such damages from any sums due to the Service Provider or call on the appropriate guarantee.

28.6 The EAC shall be entitled to compensation for any damage, which comes to light after the contract is completed in accordance with the law governing the contract.

29.1 Upon termination of the Contract pursuant to GCC Clause 27, or upon completion of the Services hereof, all rights and obligations of the Parties hereunder shall cease, except:
(a) such rights and obligations as may have accrued on the date of termination or completion;
(b) the obligation of confidentiality set forth in GCC Clause 18;
(c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
(d) any right which a Party may have under the Governing Laws.

29.2 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7 the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

30.1 Without prejudice to the application of other remedies laid down in the contract, a Service Provider may be suspended or debarred from the Community Supplies' Register for ..... a specific period of time or indefinitely, for:

(a) failure to perform in accordance with the terms and conditions of the Contract,
(b) engaging in criminal activity;
(c) abusive, unethical or unprofessional conduct, including corrupt practices and submission of false information;
(d) genuine concern about the Contractor's ability to satisfactorily perform contractual obligations, such as filing for bankruptcy, or where the company is in or has recently been in receivership;
(e) where a Service Provider is debarred or declared ineligible to be awarded the contract financed by a Partner State and international monetary institution, a funding organization or any other international institution; and
(f) failure to comply with the "mandatory conditions" of doing business with the EAC.

30.2 In addition to, or in the alternative to suspension or debarment, the Service Provider may also be subject to financial penalties representing up to 10% (Ten Percent) of the contract price.

30.3 Where the EAC is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Service Provider or call on the appropriate guarantee.

30.4 The decision to impose administrative sanctions may be published on the website of the EAC, explicitly naming the Service Provider.

4. Accounting, Inspection and Auditing

31.1 The Service Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **EAC/SRVS/23-24/041**
GCC 1.2(e)	**Eligible Countries:** The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.1(f)	The other documents forming part of the Contract are: technical and financial proposals, terms of reference, negotiation reports if any among others
GCC 3.4	**Authorised Representatives:** The Authorised Representatives are: For EAC: **Secretary General** For the Provider:_____
GCC 4.1	**Law:** The Governing Law shall be the **Law of Tanzania.**
GCC 5.1	**Language:** The language of the contract shall be **English.**
GCC 6.1	For **notices**, EAC's address shall be: Attention: **The Secretary General,** **East African Community, Secretariat.** Street Address: **EAC Close** Floor/Room number: https://eacprocurement.eac.int/ Town/City: **Arusha** PO Box: **1096** Country: **Tanzania** Telephone: **Fax +255 27 2162190** Facsimile number: **Tel +255 27 2162100** Email address: **eacprocurement@eachq.org Copy to eac@eachq.org** For **notices**, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:
GCC 17.2	Dispute settlement: The Dispute settlement shall be amicable otherwise through the East African Court Justice -EACJ
GCC 18.1	Liquidated Damages ***shall not*** apply.

GCC clause reference	Special Conditions of Contract
GCC 19.1	**Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: **1st July 2024**
GCC 20.1	**Completion:** The Services shall be completed by/shall be performed for a period of one year renewable twice upon satisfactory performance. The contract shall be subject to yearly review which shall lead to termination of contract due to unsatisfactory performance.
GCC 22.2	**Excluded costs:** The following costs are excluded from the Contract Price: **pre-contract costs**.
GCC 22.3	**Payment Schedule:** The payment schedule shall be: **Option 1:** Single annual payment against an advance covering 100% of the contract price.
GCC 24.2	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: **N/A.**
GCC 24.3	**Payment Period:** Payment shall be made by EAC within 30 *days* of receipt of the invoice certified and the relevant documents specified in Clause 24.2.
GCC 25.1	An Advancement Payment Guarantee shall be not be required.
GCC 26.4(b)	**EAC's prior approval:** N/A
GCC 29.3	**Total Liability:** The total liability under the Contract shall be **up to the contract amount**
GCC 30.1	**Insurance taken out by Provider:** Reinsurance
GCC 34.1	**Working hours:** The working hours for the Provider shall be as per the requirements of the terms of reference.
GCC 36.1	**Performance Security:** A Performance Security shall not be required.
GCC 36.3	**Form of Performance Security:** N/A
GCC 36.4	**Discharge of Performance Security N/A**

Section 9. Contract Forms

Table of Forms

Agreement **83**
Appendices **84**
Performance Security **85**

Agreement

For Lump Sum Procurement

Procurement Reference No: _____

This Agreement is made the _____day of the month of _____, _____,

between _____ of

(hereinafter called the "EAC") and _____ of

_____ (hereinafter called the "Provider").

WHEREAS

(a) EAC has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Provider having represented to EAC that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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 EAC to the Provider as indicated in this Agreement, the Provider hereby covenants with EAC to provide the Services in conformity in all respects with the provisions of the Contract.
3. EAC hereby covenants to pay the Provider in consideration of the provision of the Services, the Contract Price of _____ 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.

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

Signed by _____(EAC)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Appendices

Appendix A **Statement of Requirements**

Appendix B **Breakdown of Contract Price in USD**

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Total Contract Price				

[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: *EAC*

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 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. 758.

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]*

1. Performance Security

A. [The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]
B.

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement Reference No. and title: *[insert number and title of the contract]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Contracting Authority]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[5]) in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,[6] and any demand for payment under it must be received by us at this office on or before that date.

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.

[signatures of authorized representatives of the bank and the Contractor]

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[5] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Contracting Authority.*

[6] *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Contractor under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contracting Authority's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

2. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement Reference No. and title: *[insert number and title of the contract]*
[bank's letterhead]

Beneficiary: *[insert legal name and address of Contracting Authority]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[7] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until *[insert date*[8]*].*

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

_____
[signature(s) of authorized representative(s) of the bank]

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[7] *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Contracting Authority.*

[8] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Contracting Authority's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

SECTION III. TECHNICAL REQUIREMENTS (INCLUDING SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS)

SECTION IV. THE CONTRACTOR'S BID AND ORIGINAL PRICE SCHEDULES

SECTION V. THE CONTRACTING AUTHORITY'S NOTIFICATION OF AWARD

Notification of Award

[letterhead paper of the Contracting Authority]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Bid dated *[date]* for the implementation of the Contract *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the Contracting Authority.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form*s* included in Appendixes to the Special Conditions of Contract - Forms, of the Bidding Document.*(delete the sentence if not applicable)*

Authorized Signature: _____
Name and Title of Signatory: _____

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……..
……..
……..
…….

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:** ☐ **Partnership:** ☐ **Sole Proprietorship:** ☐ **Government Agency:** ☐ **Other (Specify):** _____		

1

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

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 ☐ Main Office: ☐
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)

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.

Name (please print):	**Signature**	**Date**

Functional Title (please print):

Attachments:

- **Annual Reports or audited financial reports for last 3 years/tax filings for last year**
- **Copy of your company's environmental policy, if applicable as far as garbage management is concerned.**
- **Company literature (catalogues, brochures, etc.)**
- **Any other relevant documents.**

Failure to submit the requested support documentation/information (where applicable) may invalidate your application