

# EAST AFRICAN COMMUNITY



## STANDARD BIDDING DOCUMENT

### PROCUREMENT OF GOODS

**Subject of Procurement:**

**LOT 2: FOUR WHEEL STATION WAGON LAND CRUISER 200 GXR VEHICLE FOR EALA**

**LOT 3: A STATION WAGON MOTOR VEHICLE FOR COMPETION AUTHORITY**

**LOT 4: S 500 CLASS MERCEDES BENZ FOR EALA**

**LOT 5: SUPPLY AND INSTALATION OF FURNITURE FOR EALA**

**LOT 6: REFURBISHMENT OF OFFICES FOR EALA**

**LOT 7: SUPPLY AND INSTALLATION OF AIR CONDITIONERS AND TV SETS FOR EALA**

**LOT 8: SUPPLY AND INSTALATION OF AUDIO VISUAL EQUIPMENT FOR EALA**

**LOT 9: EVOLIS SECURION SEC 101RBH PRINTER WITH LAMINATION FOR EALA**

**LOT 10: BIOMETRIC ACCESS CONTROL SYSTEM FOR EALA**

**LOT 11: LAPTOPS FOR EALA**

**Reference Number: EAC/EALA/17-18/**

**Date of Issue: 13<sup>th</sup> April,2018**

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# Invitation To Bid (ITB)

Dear *[insert: Name of Bidder]*:

- 2. The *[insert: Name of Contracting Authority]* now invites proposals to provide the following goods and related services: *[insert: short description of goods and related services]*. More details on the Goods and Related Services are provided in the attached Supply Requirements.
- 3. A contractor will be selected under the EAC procurement procedures described in this Bidding Documents.
- 5. The Bidding Documents includes the following documents:

**PART 1 – Bidding Procedures**.....Error! Bookmark not defined.  
 Section I. Instructions to Bidders.....**Error! Bookmark not defined.**  
 Section II. Bidding Data Sheet (BDS).....**Error! Bookmark not defined.**  
 Section III. Evaluation.....**Error! Bookmark not defined.**  
 Section IV. Bidding Forms.....**Error! Bookmark not defined.**

**PART 2 – Supply Requirements**.....Error! Bookmark not defined.  
 Section VI. Schedule of Requirements.....**Error! Bookmark not defined.**

**PART 3 - Contract**.....Error! Bookmark not defined.

- 6. Please inform us, upon receipt, within maximum twenty (20) days:
  - (a) that you received the bidding documents; and
  - (b) whether you will submit a bid (if not state the reasons).

Yours sincerely,  
*[insert: Signature, name, and title of the Contracting Authority's representative]*

## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### Definitions

#### Definitions

- (a) “BD” means the Bidding Documents to be prepared by the Contracting Authority for the selection of Contractor, based on the EAC Standard Template.
- (b) “Bidder” means company or joint venture/ consortium invited to submit technical and financial proposal for this contract.
- (c) “Contracting Authority” means the procuring entity with which the selected Provider signs the Contract for the Goods.
- (d) “Contractor” means any Authority or person that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (f) “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.
- (g) “Day” means calendar day.
- (h) “Evaluation Committee” it is a panel of experts appointed by the Contracting Authority and assigned to evaluate the bids.
- (i) “Instructions to Bidders” (Section 2 of the BD) means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.
- (j) “LOI” (Section 1 of the BD) means the Letter of Invitation being sent by the Contracting Authority to the shortlisted Bidders.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “Services” means the consulting services or the work to be performed by the Contractor pursuant to the Contract.
- (m) “Subcontractor” means any person or Authority with whom the Bidder or Contractors intends to subcontract any part of the Services.
- (n) “Technical Specifications” means the document included in the BD as Section VI which provides the minimum technical characteristics and the quantities of goods and related services needed by the Contracting Authority from the Contractor.



## A. General

- 1. Scope of Bid**
- 1.1 The Contracting Authority **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of the contract for this procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 The procurement method used for acquisition of the Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements of Invitation, is as indicated in **the Bidding Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Bidding Data Sheet**.
- 1.3 The Bidders are invited to submit a Technical Proposal and a Financial Proposal for the goods and related services specified in Section VI, Schedule of Requirements.
- 1.4 Unless otherwise **specified in the BDS**, when the Contract is divided into lots, Bidders may bid for one, more or for all lots as they wish. However, the quantity of goods and services indicated under each individual lot shall be indivisible. Bids for only part of the goods and related services indicated under each lot shall be considered incomplete and automatically disqualified.
- 2. Fraud and Corruption**
- 2.1 It is the East African Community policy to require that EAC Staff as well as bidders, suppliers, and contractors and their subcontractors under EAC financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the EAC :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>3</sup> is any act or omission,

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<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes EAC staff and employees of other organizations taking or reviewing procurement decisions.*

- 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”<sup>4</sup> 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”<sup>5</sup> 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;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede an EAC or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the EAC or governmental or inspection and audit rights.
- (b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (i) will reject the bid for award;
  - (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated

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<sup>3</sup> 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.

<sup>4</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a “party” refers to a participant in the procurement process or contract execution.

- period of time, to become an EAC contractor;
- (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
  - (iv) will request a the relevant national authorities to conduct a joint investigation with EAC to inspect or carry out audits of the bidder /the contractor' 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) will forfeit the bid or performance securities of the bidder /the contractor;
  - (vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by their engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for EAC's contracts are determined and recovered, and
  - (vii) will sue the bidder /contractor 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 bidder/contractor.

- 3. Eligible Bidders**
- 3.1 Pursuant the paragraph 3.2 to 3.4 of this Clause, participation in tender and in award of contracts shall be open on equal terms to:
- (a) Natural persons, companies or firms, or associations or public or semi -public agencies.
  - (b) Cooperative societies and other legal persons governed by public or private law.
  - (c) Joint ventures, consortium or association of firms.
- 3.2 Bidders shall not be eligible for the award of contracts where:
- (a) They are bankrupt;
  - (b) Payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;

- (c) Legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;
  - (d) They have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;
  - (e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;
  - (f) They have been de-barred by EAC pursuant to the provisions of the EAC Procurement Manual 2011.
- 3.3 When International Restricted Bidding or limited bidding is employed, and the invitation to bid was sent to shortlisted Bidders, only shortlisted Bidders indicated in **the Bidding Data Sheet** are allowed to participate in this bidding process. If a Bidder is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the Contracting Authority and only if (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict, and (iv) is not invalidating the criteria and conditions in place when the joint venture or consortium was prequalified.
- 3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Contracting Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the general services to be purchased under these Bidding Documents. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of

subcontractors in more than one bid; or

- (c) they have controlling partners in common; or
- (d) they receive or have received any direct or indirect subsidy from any of them; or
- (e) they have the same legal representative for purposes of this bid; or
- (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Authority regarding this bidding process; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Contracting Authority as project manager, supervisor, assessor, monitor, evaluator, auditor or any others similar assignment for the contract.

3.5 A Bidder that is under a declaration of ineligibility by the EAC in accordance with ITB Clause 2, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

#### 4. Eligible Goods and Related Services

- 4.1 Unless otherwise stated **in the BDS**, EAC does not restrict the Goods and Related Services to be supplied under the Contract and on the basis of their origin.
- 4.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### B. Contents of Bidding Documents

#### 5. Sections of Bidding Documents

- 5.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 7.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation Criteria
- Section IV. Bidding Forms

### **PART 2 Supply Requirements**

- Section VI. Schedule of Requirements

### **PART 3 Contract**

- Section VII. Contract Forms
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. General Conditions of Contract (GCC)

5.2 The Invitation for Bids issued by the Contracting Authority is not part of the Bidding Documents.

5.3 The Contracting Authority is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Contracting Authority.

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

### **6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Authority in writing at the Contracting Authority's address **specified in the BDS**. The Contracting Authority will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Contracting Authority shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Contracting Authority deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and ITB Sub-Clause 23.2.

### **7. Amendment of Bidding**

7.1 At any time prior to the deadline for submission of bids, the Contracting Authority may amend the Bidding Documents by

**Documents**

issuing addendum.

- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Contracting Authority.
- 7.3 To give shortlisted Bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Authority may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

**C. Preparation of Bids**

- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid** 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Authority, shall be written in the language indicated in the **BDS**. 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 into the official language of the bidding process, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form, Technical Offer Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
  - (b) Bid Security, in accordance with ITB Clause 20, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
  - (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the Bidding Documents;

- (g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (h) any other document **required in the BDS.**
- 11. Bid Submission Form, Technical Offer Form and Price Schedules**
- 11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, 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.
  - 11.2 The Bidder shall submit the Technical Offer Form using the form furnished in Section IV, 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.
  - 11.3 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 12. Alternative Bids**
- 12.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13. Bid Prices and Discounts**
- 13.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
  - 13.2 All lots and items must be listed and priced separately in the Price Schedules.
  - 13.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
  - 13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
  - 13.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**
  - 13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Contracting Authority. This shall not in any way limit the Contracting Authority's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers



registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Contracting Authority's Country:
  - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Contracting Authority's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Contracting Authority's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Contracting Authority's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Contracting Authority's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except*

*import duties and taxes, which have been and/or have to be paid by the Contracting Authority. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Contracting Authority's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 13.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 29. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 13.8 If so indicated in ITB Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts

(packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.4 provided the bids for all lots are submitted and opened at the same time.

- 14. Currencies of Bid**
- 14.1 The Bidder shall quote in US Dollars. **Bids express in any other currency will be automatically rejected.**
- 14.2 The bidders shall bear all the associated cost and risk deriving from currency exchange from US Dollars into their normal currency of trade.
- 15. Documents Establishing the Eligibility of the Bidder**
- 15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 16. Documents Establishing the Eligibility of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Conformity of the Goods and Related Services**
- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Contracting Authority.
- 17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers

specified by the Contracting Authority in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Contracting Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**18. Documents  
Establishing the  
Qualifications  
of the Bidder**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Contracting Authority's satisfaction:

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Contracting Authority's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Contracting Authority's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of  
Validity of Bids**

19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Contracting Authority. A bid valid for a shorter period shall be rejected by the Contracting Authority as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Contracting Authority may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 19.3.

19.3 In the case of fixed price contracts, if the award is delayed by a

period exceeding ..... days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## 20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid, if required, as **specified in the BDS**.
- 20.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in **US Dollars**, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a reputable banking institution selected by the bidder and located in any eligible country as **specified in the BDS**. If the institution issuing the bond is located outside the Contracting Authority's Country, it shall have a correspondent financial institution located in the Contracting Authority's Country to make it enforceable.
  - (c) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Contracting Authority prior to bid submission;
  - (d) be payable promptly upon written demand by the Contracting Authority in case the conditions listed in ITB Clause 20.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 19.2;
- 20.3 If a Bid Security is required in accordance with ITB Sub-Clause 20.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1, shall be rejected by the Contracting Authority as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.
- 20.5 The Bid Security may be forfeited or the Bid Securing

Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 39;
  - (ii) furnish a Performance Security in accordance with ITB Clause 40.

20.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

20.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance security in accordance with ITB 40;

the Contracting Authority may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the EAC for a period of time **as stated in the BDS**.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

### 22. Submission,

22.1 Bidders may always submit their bids by mail or by hand. When

- Sealing and Marking of Bids**
- so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 12, 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 envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 22.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
  - (b) be addressed to the Contracting Authority in accordance with ITB Sub-Clause 23.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
  - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.
- 22.3 If all envelopes are not sealed and marked as required, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the bid.
- 23. Deadline for Submission of Bids**
- 23.1 Bids must be received by the Contracting Authority at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Contracting Authority may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24. Late Bids**
- 24.1 The Contracting Authority shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Contracting Authority after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal,**
- 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has

**Substitution,  
and  
Modification of  
Bids**

been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification 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,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Contracting Authority prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.

25.3 No bid may be withdrawn, substituted, or modified 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 Form or any extension thereof.

**26. Bid Opening**

26.1 The Contracting Authority shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 22.1, shall be as **specified in the BDS**.

26.2 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. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the



corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Contracting Authority may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Contracting Authority shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **E. Evaluation and Comparison of Bids**

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Contracting Authority in the examination, evaluation, and comparison, of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Contracting Authority on any matter related to the bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, the Contracting Authority may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted

by a Bidder in respect to its Bid and that is not in response to a request by the Contracting Authority shall not be considered. The Contracting Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting Authority in the evaluation of the bids, in accordance with ITB Clause 30.

**29. Responsiveness of Bids**

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

**30. Nonconformities, Errors, and Omissions**

- 30.1 Provided that a Bid is substantially responsive, the Contracting Authority may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Contracting Authority 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.
- 30.3 Provided that the Bid is substantially responsive, the Contracting Authority shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line

item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Contracting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the line item total 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.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**31. Preliminary Examination of Bids**

31.1 The Contracting Authority shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.

31.2 The Contracting Authority 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) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
- (b) Technical Offer Form, in accordance with ITB Sub-Clause 11.2;
- (c) Price Schedules, in accordance with ITB Sub-Clause 11.3;
- (d) Bid Security, in accordance with ITB Clause 20, if applicable.

**32. Examination of Terms and Conditions; Technical Evaluation**

32.1 The Contracting Authority shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

32.2 The Contracting Authority shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section VI, Schedule of

Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Authority determines that the Bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.

### **33. Evaluation of Bids**

33.1 The Contracting Authority shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 To evaluate a Bid, the Contracting Authority shall only use all the factors, methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.

33.3 To evaluate a Bid, the Contracting Authority shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 13.4; and
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

33.4 The Contracting Authority's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in the Contracting Authority's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Contracting Authority's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of

execution of the contract, if provided in the bid.

- 33.5 The Contracting Authority's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 33.3 (d).
- 33.6 If so **specified in the BDS**, the Contracting Authority shall grant a margin of preference in the evaluation of bids offering General Services and Related Goods manufactured in the EAC region, when compared to bids offering General Services and Related Goods works manufactured elsewhere. The margin of preference shall be calculated as a fifteen percent (15%) discount to the evaluated total price. To qualify for the regional preference, the bids shall offer Goods and Related Services of at least fifty percent (50%) in contract value of EAC origin.
- 33.7 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Contracting Authority to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 34. Comparison of Bids** 34.1 The Contracting Authority shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.
- 35. Contracting Authority's Right to Accept Any Bid, and to Reject Any or All Bids** 35.1 The Contracting Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## F. Award of Contract

- 36. Award Criteria** 36.1 The Contracting Authority shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to

perform the Contract satisfactorily against the qualification criteria specified in Section III, Evaluation and Qualification Criteria. .

**37. Contracting Authority's Right to Vary Quantities at Time of Award**

37.1 At the time the Contract is awarded, the Contracting Authority reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**38. Notification of Award**

38.1 Prior to the expiration of the period of bid validity, the Contracting Authority shall notify the successful Bidder, in writing, that its Bid has been accepted.

38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.3 The Contracting Authority shall publish a Contract Award Notice on the EAC website and in UNDB online and in the dgMarket the results of the evaluation, and notify in writing both the successful and unsuccessful bidder. After publication of the Contract Award Notice, within maximum ..... working days unsuccessful bidders may appeal in writing to the Contracting Authority against the decision in accordance with the relevant clauses of EAC Procurement Manual **specified in the BDS**.

38.4 In case of an appeal, the Contracting Authority may suspend the signature of the contract with the successful bidder until a appeal procedures are completed and a final decision it's taken by the EAC. All bidders will be informed in writing about the suspension of the award of the contract and might be requested to extend the validity of their offers in accordance with ITB Clause 19.

38.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Contracting Authority will promptly discharge the bid security of each unsuccessful Bidder, pursuant to ITB Clause 20.4.

**39. Signing of Contract**

- 39.1 Promptly after notification, the Contracting Authority shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 39.2 Within ..... days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Contracting Authority.
- 39.3 Notwithstanding ITB 39.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Contracting Authority, to the country of the Contracting Authority, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Contracting Authority that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**40. Performance Security**

- 40.1 Within ..... days of the receipt of notification of award from the Contracting Authority, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Contracting Authority. The Contracting Authority shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Contracting Authority may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Contracting Authority to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

<b>ITB Clause Reference</b>	<b>A. General</b>
<b>ITB 1.1</b>	The Contracting Authority is: <b>EALA</b>
<b>ITB 1.1</b>	<p>The name and identification number of the Contract is: EAC/EALA/17-18/</p> <p><b>LOT 2: FOUR WHEEL STATION WAGON LAND CRUISER 200 GXR VEHICLE FOR EALA</b>  <b>LOT 3: A STATION WAGON MOTOR VEHICLE FOR COMPETITION AUTHORITY</b>  <b>LOT 4: S 500CLASS MERCEDES BENZ FOR EALA</b>  <b>LOT 5: SUPPLY AND INSTALATION OF FURNITURE FOR EALA</b>  <b>LOT 6: REFURBISHMENT OF OFFICES</b>  <b>LOT 7: SUPPLY AND INSTALLATION OF AIR CONDITIONERS AND TV SETS FOR EALA</b>  <b>LOT 8: SUPPLY AND INSTALATION OF AUDIO VISUAL EQUIPMENT FOR EALA</b>  <b>LOT 9: DATACARD SD460 PRINTER AND LAMINATION FOR EALA</b>  <b>LOT 10: BIOMETRIC ACCESS CONTROL SYSTEM FOR EALA</b>  <b>LOT 11: LAPTOPS FOR EALA</b></p>
<b>ITB 1.2</b>	The procurement method is: <b>OPEN BIDDING</b>
<b>ITB 1.3</b>	Bidders are allowed to bid for all lots or for combinations of lots.
<b>ITB 3.3</b>	A list of shortlisted firms invited to bid is the following: N/A
<b>ITB 5.1</b>	Goods and related services originating from the following countries are not eligible for EAC financed contracts: N/A
	<b>B. Contents of Bidding Documents</b>



<b>ITB 6.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Contracting Authority's address is:</p> <p>Attention: <b>Ponventra Anjimbi Shitsimi</b></p> <p>Secretary Procurement Committee, East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex P. O. BOX 1096, Arusha, Tanzania Email; <a href="mailto:Procurement@eachq.org">Procurement@eachq.org</a> <a href="mailto:EALA-admin@eachq.org">EALA-admin@eachq.org</a></p> <p>Fax + 255 27 250 4455                      Tel + 255 27 250 4253 -8</p>
<b>C. Preparation of Bids</b>	
<b>ITB 9</b>	The official language of the bidding process is: <b>English</b>
<b>ITB 10.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: N/A
<b>ITB 12.1</b>	Alternative Bids shall not be considered.
<b>ITB 13.5</b>	The Incoterms edition is: INCOTERMS 2010
<b>ITB 13.6 (b) (i) and (c) (iii)</b>	Place of Destination: <b>ARUSHA TANZANIA</b>
<b>ITB 13.6 (a) (iii);(b)(ii) and (c)(v)</b>	final destination East African Community Headquarters, EAC Close, Secretariat Wing, EAC Complex
<b>ITB 13.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Contracting Authority's Country shall be quoted: CIF
<b>ITB 13.7</b>	The prices quoted by the Bidder shall not be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
<b>ITB 17.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[insert duration ]</i>
<b>ITB 18.1 (a)</b>	Manufacturer's authorization is: <b>Not Required</b>

<b>ITB 18.1 (b)</b>	After sales service is: <b>REQUIRED</b>
<b>ITB 19.1</b>	The bid validity period shall be 90 days.
<b>ITB 20.1</b>	(a) No Bid Security is required;
<b>ITB 20.2</b>	The amount of the Bid Security shall be: N/A
<b>ITB 20.2 (b)</b>	The eligible countries are: N/A
<b>ITB 20.7</b>	N/A
<b>ITB 21.1</b>	In addition to the original of the bid, the number of copies is: 2
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 22.1 (b)</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>N/A</i>
<b>ITB 22.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <i>[insert the name and/or number that must appear on the bid envelope to identify this specific bidding process]</i> .
<b>ITB 23.1</b>	<p>For bid submission purposes, the Contracting Authority's address is:</p> <p>Attention: The Secretary Procurement Committee,</p> <p style="padding-left: 40px;">East African community,</p> <p style="padding-left: 40px;">EAC Close, Ground Floor, Secretariat Wing, EAC Complex</p> <p style="padding-left: 40px;">P. O. BOX 1096, Arusha, Tanzania</p> <p style="padding-left: 40px;">Email; <a href="mailto:Procurement@eachq.org">Procurement@eachq.org</a></p> <p style="padding-left: 40px;"><a href="mailto:EALA-admin@eachq.org">EALA-admin@eachq.org</a></p> <p style="padding-left: 40px;">Fax + 255 27 250 4455                      Tel + 255 27 250 4253 -8</p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>15<sup>th</sup> May, 2018</b></p> <p>Time: <b>11:00 am</b></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Street Address: East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</p> <p style="padding-left: 40px;">P. O. BOX 1096, Arusha, Tanzania</p>

	<p>Floor/ Room number <b>Ground Floor, Secretariat Wing, EAC Complex</b></p> <p>City: Arusha</p> <p>Country: Tanzania</p> <p>Date: 15<sup>th</sup> May, 2018</p> <p>Time: 11.00am</p>
<b>ITB 26.1</b>	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: N/A
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 33.3(a)</b>	Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
<b>ITB 33.3(d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: [refer to Schedule III, Evaluation and Qualification Criteria
<b>ITB 33.6</b>	The Contracting Authority shall not grant Regional Preference for the purpose of the evaluation of this Contract.
<b>ITB 33.7</b>	Bidders shall not be allowed to quote separate prices for one or more lots. N/A
	<b>F. Award of Contract</b>
<b>ITB 37.1</b>	The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A
<b>ITB 38.3</b>	EAC Procurement Manual May, 2016

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## **Section III. Evaluation and Qualification Criteria**

*This Section complements the Instructions to Bidders. It contains the criteria that the Contracting Authority may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

*[The Contracting Authority shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

### **Contents**

1. Evaluation Criteria (ITB 33.3 (d))
2. Multiple Contracts (ITB 33.6)
3. Qualification Criteria (ITB 36)

## 1. Evaluation Criteria (ITB 33.3 (d))

The Contracting Authority's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 13.6, one or more of the following factors as specified in ITB Sub-Clause 33.3(d) and in BDS referring to ITB 33.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 33.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

- (b) Deviation in payment schedule. *[insert one of the following ]*

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Contracting Authority may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(ii) *The SCC stipulates the payment schedule specified by the Contracting Authority. If a bid deviates from the schedule and if such deviation is considered acceptable to the Contracting Authority, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 33.3 (d).*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

**or**

- (ii) *The Contracting Authority will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 17.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.*
- (d) Availability in the Contracting Authority's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Contracting Authority of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 33.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 33.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

- (f) Performance and productivity of the equipment. *[insert one of the following]*
  - (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS Sub-Clause 33.3(d).

**or**

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 33.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 33.3(d).
- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 33.3(d) ]

## 2. Multiple Contracts (ITB 33.6)

The Contracting Authority shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid)

The Contracting Authority shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 13.8
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

## 3. Qualification Criteria (ITB 36)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Authority	Joint Venture or Consortium		
1	<b>Preliminary</b>					
2.1	<b>Experience in implementing similar contracts</b>	<p>a) Experience as Contractor, in at least <i>[insert number]</i> contracts within the last <i>[insert number]</i> years, each with a value of at least <i>[insert amount]</i>, that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in <b>Section VI, Scope of the Contract</b></p>	Must meet the requirement	All members together must meet the requirement	Form 2 a)	Requested attachments to Form 2 a)
		<p>b) At least <i>all</i> of the Applicant's activity shall be in the flowing area of specialization <i>WORKS</i></p>	Must meet the requirement	All members together must meet the requirement	Form 2 b)	Requested attachments to Form 2 b)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
2.2	<b>Financial Resources</b>	i) Access to a dedicated credit line or overdraft facility of,	Must meet the requirement	The leader of the consortia must meet the requirement alone	Form 3	Requested attachments to Form 3



## **SPECIFICATION OF LOTS TO BE SUPPLY AND INSTALLED**

### **LOT: 2 AND LOT 3: FOUR WHEEL STATION WAGON SUV AUTO**

#### **SPECIFICATIONS**

Year of Manufacturer	2018
Colour	Dark Blue Metallic/ Attitude Black
Engine type	1VD-FTV, Twin Turbo with Intercooler
Cupic Capacity	4.5Lt, 4200-4800 CC
Fuel Injection System	Common Rail Type
Number of Cylinders	6-8
Number of seats	7-8
Transmission	Automatic
Drive Type	4 wheel with central differential lock
Gear box type	6 Speed Auto
Fuel	Diesel
Tank Capacity	over 130 litres
Front Breaks	Ventilated Disc
Rear Breaks	Ventilated Discs
Front Suspension	Double Wishbone
Rear Suspension	4-link coil rigid with Lateral rod
Seat Material	Leather or fabric
Side mirrors	power adjustable, retractable with Turn lights
Windows	Tainted
Body colour	
Warranty	36 months or 100,000km

#### **Safety \$ Security**

ABS, BA \$ EBD, at least 2 airbags, electric mirrors, door ajar warning, cruise control, immobilizer, alarm and panic alarm, fire extinguisher with plates, impact absorbing chassis design, power windows with jam protection on all, doors \$power, Central door lock, side impact protection, seat belts on all seats and parking sensors

#### **Comfort, Convenience \$ Interior**

Cool box, Touch screen panel, AM/FM beyond 90, CD, DVD, Connection/Bluetooth/Speakers 6, Automatic Air Conditioner, USB/IPod, Coat hooks

#### **Body and Styling**

Chrome door handles, mud guards, Paint protection film and body rust protection paint, roof rails & rear spoiler, side steps, Front and Rear towing hook, Mark on the Back door

**Dimensions**

Dimensions	5250 X 1970 X 1945
Ground clearance (mm)	225
Min. Turning radius (m)	5.9

**LOT 4: S500 CLASS MERCEDES BENZ VEHICLE FOR EALA**

Model	S500
Year	2018
Colour	Metallic Black or Dark Blue
Body Type	4D saloon
Engine Type	B1 Turbo Direct Fuel Injector
Engine Size	4.7l or 4700cc
Cylinders	Turbo V8
Max Torque	700NM @ 1800rpm
Max power	335KW @ 5250 rpm
Bore \$v Stroke	93 X 86 mm
Compression Ratio	10.5
Valve gear	Variable double overhead cam
Transmission	7 Speed Automatic G-tronic
Drive type	Rear wheel drive
Fuel type	Petrol
Fuel Tank capacity	80 litres \$ above
Fuel Consumption	9.2lt/100km
Kerb Weight	1995 and above
Height	1496 and above
Length	5116 and above
Height	1496 and above
Width	1899 and above
Ground Clearance	109mm
Steering type	Rack \$ pinion power assisted
Front and back break type	Disc Ventilated
Suspension Type	Front air and rear air suspension adaptive damping system
Warranty	36 months or 100,000km
Colour	Dark Black or Dark Blue
Windows	tainted

**Other Specifications:**

Automatic AC Control with dual temp zones, automatic climate control filtered, power front seats, air suspensions, electronic brake force distribution, electronic stability program, Hill holder, traction control system, cruise control intelligence/active multi-function wheel, power steering, satellite navigation, Trip computer, Radio Compact Disc player, AM/FM beyond 90, CD, DVD, USB/Ipod, Connection/speakers 8, remote boot/hatch release, dual front airbag package, side bags, seatbelts, alarm system/ remote anti-theft, Engine immobilizer.

**LOT 5: SUPPLY AND INSTALATION OF FURNITURE FOR EALA**

S/N	Item	Specifications	Unit of measure	Qty	Unit Price USD	Amount USD
<b>1</b>	<b>SPEAKER'S OFFICE</b>					
a	Orthopaedic executive office chair	<ul style="list-style-type: none"> <li>• Five-point chair base with casters</li> <li>• Adjustable seat pan</li> <li>• Adjustable backrest and armrests</li> <li>• Tilt controllers</li> <li>• Equipped with headrest</li> </ul>	PC	1		
b	Executive office table	<ul style="list-style-type: none"> <li>• Size: 2.0m</li> <li>• Side runner table</li> <li>• Lockable mobile drawers</li> <li>• Outlets for cable management</li> </ul>	PC	1		
c	Executive three door wall unit for files and document storage	<ul style="list-style-type: none"> <li>• Comprising of all necessary accessories</li> <li>• 3 doors with glass up and wooden lockable shutters down</li> <li>• Color: coffee brown</li> </ul>	PC	1		
d	Executive TV stand	Glass with adjustable height	PC	1		
e	Sofa set	<ul style="list-style-type: none"> <li>• Sofa set: 3+2+1</li> <li>• Material: pure leather</li> <li>• Color: coffee brown</li> </ul>	SET	1		
h	Executive visitors' chairs	<ul style="list-style-type: none"> <li>• Deep foam for comfort</li> <li>• Steel legs</li> <li>• Material: leather</li> </ul>	PC	2		
i	Executive coat hanger	<ul style="list-style-type: none"> <li>• Wooden coat hanger</li> </ul>	PC	1		
j	Toilet brush handle		PC	1		
k	Executive paper tray		PC	1		

l	Executive pen holder		PC	1		
m	Executive Coffee table with two stools	<ul style="list-style-type: none"> <li>• Glass top</li> </ul>	SET	1		
<b>2</b>	<b>SPEAKER'S SECRETARY</b>					
a	Executive paper tray		PC	1		
<b>3</b>	<b>BOARD ROOM</b>					
a	Executive conference table	<ul style="list-style-type: none"> <li>• Size: 4.8m</li> <li>• Capacity: 14persons</li> </ul>	PC	1		
b	Executive chair for chairman	<ul style="list-style-type: none"> <li>• Color: brown</li> </ul>	PC	1		
c	Executive serving table	<ul style="list-style-type: none"> <li>• Marble top</li> </ul>	PC	1		
d	Executive conference chairs	<ul style="list-style-type: none"> <li>• Back support</li> <li>• Deep foam for comfort</li> </ul>	PC	13		
<b>4</b>	<b>MEMBERS OFFICE</b>					
a	Executive high back office chairs	<ul style="list-style-type: none"> <li>• High back</li> <li>• Revolving chair</li> <li>• Deep foam for comfort</li> <li>• Torsion control</li> <li>• 5-point base with revolving casters</li> </ul>	PC	54		
b	visitors' chairs with back support	<ul style="list-style-type: none"> <li>• Deep foam for comfort</li> <li>• Steel legs</li> <li>• Strong armrest</li> </ul>	PC	108		
c	Workstation table L-shape	<ul style="list-style-type: none"> <li>• <b>Dimensions:</b> <ul style="list-style-type: none"> <li>- 150 x 69 x 76cm</li> <li>- 80 x 69 x 76cm</li> </ul> </li> <li>• <b>Connector:</b> 700x700mm</li> <li>• Lockable 3-drawer</li> <li>• Keyboard holder</li> </ul>	PC	9		
d	Filling Cabinet	Modern Lockable steel filing cabinet	PC	9		

E	Bookshelf	Wooden two door lockable bookshelf with 4 shelves	PC	9		
<b>5</b>	<b>CLERK'S OFFICE</b>					
a	Executive office table	<ul style="list-style-type: none"> <li>• Size: 1.8m</li> <li>• Side runner table</li> <li>• Lockable mobile drawers</li> <li>• Cable management outlets</li> </ul>	PC	1		
b	Executive orthopedic chair	<ul style="list-style-type: none"> <li>• Revolving orthopedic chair</li> <li>• Lumbar support</li> <li>• Equipped with control capabilities for customization</li> </ul>	PC	1		
c	Executive TV Stand	<ul style="list-style-type: none"> <li>• Glass with adjustable height</li> </ul>	PC	1		
d	Sofa set	<ul style="list-style-type: none"> <li>• Sofa set: 3+2+1</li> <li>• Material: pure leather</li> <li>• Color: black</li> </ul>	SET	1		
e	Executive coffee table with two stools	<ul style="list-style-type: none"> <li>• Glass top</li> </ul>	SET	1		
<b>6</b>	<b>CLERK'S SECRETARY</b>					
a	Filing cabinets	Lockable steel filing cabinets	PC	2		
<b>7</b>	<b>SENIOR PERSONAL TO THE SPEAKER</b>					
a	Work Station table L-Shape	<ul style="list-style-type: none"> <li>• <b>Dimensions:</b> <ul style="list-style-type: none"> <li>- 150 x 69 x 76cm</li> <li>- 80 x 69 x 76cm</li> </ul> </li> <li>• <b>Connector:</b> 700x700mm</li> <li>• Lockable 3-drawer Keyboard holder</li> </ul>	PC	1		
b	Executive high back office chairs	<ul style="list-style-type: none"> <li>• High back</li> <li>• Revolving chair</li> <li>• Deep foam for comfort</li> <li>• Torsion control 5-point base with</li> </ul>	PC	1		

		revolving casters				
c	Visitors' Chair with back support	<ul style="list-style-type: none"> <li>• Deep foam for comfort</li> <li>• Steel legs</li> <li>• Strong armrest</li> </ul>	PC	1		
d	Filing Cabinet	Modern Lockable steel filing cabinet	PC	1		
e	Bookshelf	Wooden two door lockable bookshelf with 4 shelves	PC	1		
<b>8</b>	<b>VIP SITTING ROOM</b>					
a	Presidential executive chairs	<ul style="list-style-type: none"> <li>• Made of leather material</li> <li>• Deep foam for comfort</li> <li>• Revolving</li> <li>• Stationary powerful base</li> </ul>	PC	3		
b	Executive single coach	<ul style="list-style-type: none"> <li>• Leather material</li> </ul>	PC	9		
c	Executive coffee tables	<ul style="list-style-type: none"> <li>• Glass top</li> </ul>	PC	3		
						<b>Total</b>

**LOT 6: REFURBISHMENT OF OFFICES FOR EALA**

S/N	Item	Specifications	Unit of measure	Qty	Unit Price USD	Amount USD
<b>1</b>	<b>SPEAKER'S OFFICE</b>					
a	Remove existing flush door and replace the same	<ul style="list-style-type: none"> <li>Made of hard wood polished complete with fittings and architrave</li> </ul>	PC	4		
b	Vertical window blinds	<ul style="list-style-type: none"> <li>Complete with accessories</li> </ul>	M <sup>2</sup>	16		
c	Executive centre rug	<ul style="list-style-type: none"> <li>Size: 2.0 x3.0m</li> </ul>	PC	1		
<b>2</b>	<b>SPEAKER'S SECRETARY</b>					
a	Side table repair on doors	<ul style="list-style-type: none"> <li>Repair work</li> </ul>	ITEM			
<b>3</b>	<b>BOARD ROOM</b>					
a	Executive tiles carpet	<ul style="list-style-type: none"> <li>Thickness: 3mm</li> </ul>	M <sup>2</sup>	29		
b	Remove existing flush door and replace the same	<ul style="list-style-type: none"> <li>Made of hard wood polished complete with fittings and architrave</li> </ul>	PC	2		
<b>4</b>	<b>CLERK'S OFFICE</b>					
a	Remove existing flush door and replace the same	<ul style="list-style-type: none"> <li>Made of hard wood polished complete with fittings and architrave</li> </ul>	PC	4		
b	Executive tiles carpet	<ul style="list-style-type: none"> <li>Thickness: 3mm</li> </ul>	M <sup>2</sup>	34.5		
<b>5</b>	<b>CLERK'S SECRETARY</b>					
a	Executive tiles carpet	<ul style="list-style-type: none"> <li>Thickness: 3mm</li> </ul>	M <sup>2</sup>	16.56		

<b>7</b>	<b>VIP SITTING ROOM</b>					
a	Executive tiles carpet	<ul style="list-style-type: none"> <li>Thickness: 3mm</li> </ul>	M <sup>2</sup>	17.0		
b	Remove existing flush door and replace the same	<ul style="list-style-type: none"> <li>Made of hard wood polished complete with fittings and architrave</li> </ul>	PC	1		
<b>8</b>	<b>CORRIDOR</b>					
a	Remove existing flush door and replace the same	<ul style="list-style-type: none"> <li>Made of hard wood polished complete with fittings and architrave</li> </ul>	PC	1		
b	Executive tiles carpet	<ul style="list-style-type: none"> <li>Thickness: 3mm</li> </ul>	M <sup>2</sup>	38.4		
						<b>Total</b>



**LOT 7: SUPPLY AND INSTALLATION OF AIR CONDITIONERS AND TV SETS FOR EALA**

S/N	Item	Specifications	Unit of measure	Qty	Unit Price USD	Amount USD
<b>1</b>	<b>SPEAKER'S OFFICE</b>					
A	Air conditioner	<ul style="list-style-type: none"> <li>• Size: 24000 BTU</li> <li>• Split wall type</li> <li>• Jet cool – cools in 3 minutes</li> <li>• Dual protection filter</li> <li>• Auto cleaning</li> <li>• Deep sleep mode</li> <li>• Brand: LG</li> </ul>	PC	1		
B	TV - Flat Screen Samsung 55"	<ul style="list-style-type: none"> <li>• Full HD</li> <li>• Size: 55 inch</li> <li>• LED</li> <li>• Brand: Samsung</li> </ul>	PC	1		
C	Tea refreshment facility	Picture is attached	SET	1		
<b>2</b>	<b>BOARD ROOM</b>					
A	Air conditioner	<ul style="list-style-type: none"> <li>• Size: 24000 BTU</li> <li>• Split wall type</li> <li>• Jet cool – cools in 3 minutes</li> <li>• Dual protection filter</li> <li>• Auto cleaning</li> <li>• Deep sleep mode</li> <li>• Brand: LG</li> </ul>	PC	1		
<b>3</b>	<b>CLERK'S OFFICE</b>					
A	TV Samsung 48" flat screen	<ul style="list-style-type: none"> <li>• Full HD</li> <li>• Size: 48 inch</li> <li>• LED</li> <li>• Brand: Samsung</li> </ul>	PC	1		
B	Air conditioner	<ul style="list-style-type: none"> <li>• Size: 18000 BTU</li> <li>• Split wall type</li> <li>• Jet cool – cools in 3</li> </ul>	PC	1		

		<ul style="list-style-type: none"> <li>minutes</li> <li>• Dual protection filter</li> <li>• Auto cleaning</li> <li>• Deep sleep mode</li> <li>• Brand: LG</li> </ul>				
<b>4</b>	<b>CLERK'S SECRETARY</b>					
A	Air conditioner	<ul style="list-style-type: none"> <li>• Size: 12000 BTU</li> <li>• Split wall type</li> <li>• Jet cool – cools in 3 minutes</li> <li>• Dual protection filter</li> <li>• Auto cleaning</li> <li>• Deep sleep mode</li> <li>• Brand: LG</li> </ul>	PC	1		
		•				
		<b>Total (18% VAT exclusive)</b>				
		<b>VAT 18%</b>				
		<b>Total 18% VAT inclusive</b>				

## **LOT 8: SUPPLY AND INSTALATION OF AUDIO VISUAL EQUIPMENT FOR EALA**

### AUDIO VISUAL EQUIPMENT-SIGNAGE TV

#### TV Set

1. 65 “ Smart led TV screen	4 pieces
2. Series	8000
3. Design type	Led
4. Screen Size	64.5 Measured diagonally
5. Sound effect	SRS theater sound
6. Sound output	15W X 2
7. Speaker Type	Bottom
8. Wifi	yes (with optional LinkStick TM adapter
9. Power	Energy star certified
10. System	Digital broadcasting ATSC/Clear QAM

Other features: Ultra clear panel, wide colour enhancer plus, Coonect Share, Any net + TM (HDMI-CEC BD wise TM Plus), closed captioning, Game mode, auto power off, @USB, Ethernet, Component, 4 HDMI rear, Composite in (AV), PC audio input (mini jack), PC/DVI audio in (mini jack), digital audio out (optical), audio out.

#### Camera

HD colour Video Camera tracking system GX –HD 3310 **2 pieces**

Sensor                                    ½.8 inch high quality HD CMOS Sensor

Resolution                                1920 X1080 with frame rate up to 60fps

Audio Inputs                              Support 16000,32000,44100,48000 sampling frequency and AAC, MP3, PCM audio coding

Multi-format Video output          Support DVI (HDMI), 3G SDI, wired LAN interfaces, 3G-SDI For 100m transmission at 1080p60 format

Low noise and High SNR              Advanced 2D/3D noise reduction technology

Transparent transmission function of the remote control: Support transmission function and easy to operate

Low power sleep Function: Support low power sleep/wake up

Support Multiple Control protocol: Support VISCA, PELCO-D protocols which can also be automatically recognized. Support VISCA control protocol through IP port

RS-232 Cascade function: ST series support RS-232 cascade function which is convenient for installing

255 Priests positions: Up to 255 pre-sets (10 pre-sets by remoter)

Effective Pixel:	16:9 2.07 megapixel
Optical zoom	20X; f=4.5 94mm
View angle	2.9 (tele)-55.4 (wide)
Digital zoom	X10
Mini illumination	0.5 Lux (F1.8)
White Balance	indoor/outdoorAuto/mnual/one push/indoor/outdoor
Focus	Auto/manual
Aperture	Auto/manual
Electronic Shutter	Auto/manual
WDR	Off/Dynamic level adjustment
Video adjustment	Brightness, color, saturation, contrast, sharpness
Video interfaces	DVI HDM1 HD-SD (3G0
Control signal interface	8 core, mini DIN, RS-232 Ring through RS232 output
HD Ip Interface	100M Ip port (100 BASE-TX); support Visca protocol control Through IP port
Compression Format	Support H.264 + Video Compression; Support
AAC/MP3/PCM	audio compression
Image Code stream	Dual stream output
Network protocol	RTSP/RTMP ONVIP GB/T28181
Preset Number	255 presets (10 presets by remote control)
Accessory	Power supply, RS232 control cable, remoter, manual
Remote operation (IP)	Remote upgrade, reboot, reset

**LOT 9: EVOLIS SECURION CARD PRINTER WITH LAMINATOR**  
**SEC 101RBH**

**FEATURES/ SPECIFICATIONS OF EVOLIS SECURION PRINTER**

**Print Mode** -- Color dye sublimation and monochrome thermal transfer; Enhanced color management system for top quality pictures; Dual-sided and edge-to-edge printing

**Lamination Mode** -- Full card varnish and patch films; Dual-sided lamination; Speed range: 2 mm/s to 18 mm/s; Temperature range: 100°C to 180°C

**Encoding options** -- HiCo/LoCo Magnetic stripes and SMART cards

**Printer Features** -- Color printing module and laminating unit; 16 MB RAM allowing two card storages (front & back); Flip-over station for dual-sided printing or laminating; Detachable feeder with a capacity of 100 cards (0.76 mm or 30 mil); Output hopper with a capacity of 100 cards (0.76 mm or 30 mil); Reject box for 15 cards (0.76 mm or 30 mil); Two-line LCD display and a status LED; Locking system to secure access to blank cards, ribbons, films and rejected cards; Support for a Kensington® locking system

**Lamination and Print Speed** -- YMCK-K + patch 1.0 mil single-sided is 85 and 105 cards/hour; YMCK + patch 1.0 mil single-sided is 85 and 120 cards/hour

**Resolution** -- 300 dpi

**Drivers** -- Windows 7 (32 & 64 bits), Vista (32 & 64 bits), XP; Mac OS X

**Warranty** -- Printer, lamination module, print head, and lamination hot roller: a 2-year warranty with a maximum of 100 000 inserted cards, whichever comes first\*

**standard features** – includes Ethernet port, lock, eject tray, 100-card feeder and tray and 2-line LCD screen

**PC attachment** -- USB & Ethernet TCP-IP connection

**MSRP**

Dual-Sided Printer

**Warranty**

Printer Coverage	2 years
Loaner Coverage	None

Printhead Coverage	2 years (100,000 passes)
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**Printing**

Print Technology	Dye Sublimation
Re-Writable Printing	No

**Card Capacity**

Input Hopper	100
Output Hopper	100
Single Feed Mode	No

**Print Speed**

Full Color	37 seconds
Monochrome	47 seconds
Supplies	

**Avg. Cost Per Card**

Single-Sided Color	\$0.71
Single-Sided Black	\$0.09
Dual-Sided	\$0.40

**Max. Ribbon Yield**

Single-Sided Color	200
Single-Sided Black	1000
Dual-Sided	200
Accepted Card Sizes	CR80
Card Thickness	10-50 mil
Features	Call if options aren't available online
Available Encoding Options	Contact Card Contactless Card Magnetic Stripe SMART Card

Available Factory Options	Lamination
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Available Field Upgrades	Encoding
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**Visual Security Features**

Printer Lock Options	Printer Lock, Password Protected
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Compatibility	
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Connection Type	Network/Ethernet USB
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	Mac OSX 10.6 Snow Leopard
	Mac OSX 10.7 Lion
	Mac OSX 10.8 Mountain Lion
	Mac OSX 10.9 Mavericks
	Mac OSX 10.10 Yosemite
	Mac OSX 10.11 El Capitan
	Windows XP
OS Compatibility	Windows Vista (32 Bit)
	Windows Vista (64 Bit)
	Windows 7 (32 Bit)
	Windows 7 (64 Bit)
	Windows 8 (32 Bit)
	Windows 8 (64 Bit)
	Windows 10 - 32 bit
	Windows 10 - 64 bit
Mac Compatible	Yes
Physical Specs	
Size	10.8"H x 25.9"W x 10.3"L
Weight	33.15
MPNS	
Available MPNs	SEC101RBH, SEC101RBH-B, SEC101RBH-0T, SEC101RBH-BT, SEC101RBH-0ELY, SEC101RBH-BELY, SEC101RBH-0S, SEC101RBH-0CCM, SEC101RBH-BCCM

**LOT 10: BIOMETRIC ACCESS CONTROL SYSTEM \$ TIME/ATTENDANCE SYSTEMS****SPECIFICATIONS**

1. 2 inch LTF-LCD screen fingerprint capacity: 1500 Record Capacity: 80,000 communications: TCIP/IP, RS485 Access control interface for Electric lock, door Sensor, exit Button, alarm, Door Bell, 2 DC 12V/3A **12 Pieces**
2. 2.8 time and attendance terminal, with multiple verification methods, fingerprint reader, face recognition \$ RFID card reader, 1,500 face, 2000 fingerprints, 100,000 records and 2000 cards, TCP/IP, 12V 1.5A PSU **4 pieces**
3. Patch Panel 24-port CAT6 **2 pieces**
4. New generation time attendance management software. Integrate with time attendance and access control system, 1000 users, 5 year license **2 pieces**
5. CAT6 4 pair UTP Cable **3 Pieces**
6. CAT6 4-pair UTP Cable, LM **50 pieces**
7. Patch-Panel 24-Port CAT6 **7 Pieces**
8. Patch Cords 2m CAT **14 Pieces**
9. Power on to lock, Holding force: 270Kg working Voltage: DC12V/24V **10 pieces**
10. L Brackets for magnetic locks to install the lock body **12 pieces**
11. Z brackets for magnetic locks to install the iron plate **12 pieces**
12. Touch free exit sensor: Size 86L\*86W (mm) **12 pieces**
13. USB interface, Capture fingerprints template for central management **2 pieces**
14. Power supply unit with Battery leads **7 pieces**
15. 7 Ah Battery for back up (to be installed inside PSU) **6 pieces**



16. Euro Cables 0.75MM, 2 Core Rip Cord cable, 150m	<b>4 pieces</b>
17. 4- port Zyxel PoE Switch, Web-Managed	<b>1 pieces</b>
18. PC Server Fixed	<b>1 piece</b>
19. PC Movable	<b>1 piece</b>
20. Installation, configuration and training of personnel	
21. Mini- trunking and accessories	
22. PoE switch ports for connection of the biometrics and time and attendance system	

**Note:** Vendors are advised to undertake a survey of the EALA Precincts to acclimatize themselves with the requirements before making exact quotation.

## **EALA'S MAIN GOALS, OBJECTIVES AND REQUIREMENTS FOR ACQUISITION OF ACCESS CONTROL**

### **1. Goals**

- High availability, reliability and performance
- Easy and cost effective maintenance processes and procedures
- Scalable systems
- Resilient systems
- Secure systems

### **2. Objectives**

- High system uptime levels
- Ability to meet requirements of EALA in terms of access, time and attendance, visitor management, in this case the physical security and access control system shall provide
  - ✓ Physical Access control
  - ✓ Access policies
  - ✓ Time and attendance
  - ✓ Enterprise Reporting
  - ✓ User management
  - ✓ Visitor Management
  - ✓ Integrated Security
- Comprehensive system backup and recovery strategies
- Fast data processing and system response times

- Adequate networking facilities for easy and secure access to system from anywhere
- Automated data loss prevention
- Proactive fault detection system
- Automated recovery from failures
- No unauthorized access to the system
- Adequate automated management facilities
- Cost effective after sales maintenance and support
- Appropriate knowledge transfer to appropriate EALA staff so that there is internal expertise to run, manage and do basic trouble shooting

### 3. Systems Requirements

#### a) Access Control: High Level specifications

- Protected entry points are to have two readers (entry and exit)
- IP fingerprint readers shall be TCP/IP that utilize POE and must integrate CISCO VLAN technology and Quality of service requirements compatible with PoE ports
- Readers/ Scanners shall be TCP/IP connectivity with management PC and should have USB flash drive Up/Download available
- Exit buttons to let visitors in/out of protected areas
- The system must be centrally managed from a server/PC from which
  - ✓ Controlled User management (registrations, access rights, removals etc) shall be performed
  - ✓ Controlled reporting from the system can be done

Bidders must specify any additional devices such as registration reader for this requirement.

- The system must be equipped with suitable Access Control and Time Attendance Software capable of:
  - ✓ Door wise zoning of access
  - ✓ Time wise zoning of access
  - ✓ Employee/ Department wise zoning
  - ✓ Department wise zoning
  - ✓ Person wise reporting
  - ✓ Date wise reporting
  - ✓ Employee Attendance record and reporting
  - ✓ Employee Absenteeism record and reporting
  - ✓ Lateness record and reporting
  - ✓ Early out record and reporting
  - ✓ Tracking absences
  - ✓ Managing overtime
  - ✓ Exporting reports in formats such as MS Excel, CSV, PDF and Text (rich separated) for easy import into other systems
  - ✓ Future integration with EALA's VIP payroll and HR System

- Electro Magnetic door locks appropriately equipped with Break Glass and over rid keys
- Power backup with a minimum of 8 hours
- System and recovery features

#### **4. Warranty on equipment**

- 2 years 24/7 supply and fit (all parts) for all equipment

#### **5. Level of Support**

Telephonic, Email and on-site support services required as follows:

- ✓ 4 hours response time to electronic and telephonic support
- ✓ 6 hours to next business day for on-site support

### **SCOPE OF WORK**

Whilst other tasks may be defined to meet the requirements of the solution and proposal that is acceptable, it is believed that the following shall be the major components of the project:

#### **1) Supply and installation of the Hardware and software**

- Supply and installation of all the hardware and software as specified in the proposal
- All configurations of the hardware and software to bring them to working order
- Full documentation of all hardware and software supplied

#### **2) Testing and commissioning of the new environment/equipment**

- When all the hardware and software have been set up, there shall be thorough testing of the new environment by the vendor and EALA. A suitable testing and acceptable report shall be produced and signed off by all parties to allow official commissioning of the new server environment

#### **3) Documentation**

- “As built” drawings of the system and network with diagrams of the access control terminal locations on completion of the project.
- User manuals on how to operate and use the system

#### **4) Training**

- The vendor shall give hands on orientation and training to appropriate EALA staff on how to use, manage and look after the equipment and system

#### **5) Service Level Agreement**

- For any relevant support line item not automatically covered through the purchase of the chosen servers, bidders must submit a suitable SLA proposal

**REQUIREMENTS FROM BIDDERS**

- i. Detailed proposals on the solution architecture which will meet the above goals, objectives and requirements**
  - Proposed Brand and Configuration specifications of all the hardware
  - Proposed software (including versions) required to optimally run the proposed hardware
  - Solution architecture diagrams showing how the solution meets the EALA objectives and integrates with existing EALA LAN and WAN

**A detailed floor plans of EALA offices clearly showing the areas to be covered by the Access control System at the EALA can be obtained at Procurement office, EAC headquarters.**

**Biometric readers are to be installed at all access points/door areas to the precincts of EALA.**

- ii. Costing of hardware and software required with specification of Bill of Quantities**
  - The pricing must be itemized as follows:
    - ✓ Cost of hardware
    - ✓ Cost of Software
    - ✓ Cost of installation and configuration
    - ✓ Cost of training
    - ✓ Other costs (must be clearly specified)
- iii. Software Licensing**
  - Bidders must clearly specify the software and secure appropriate licensing
- iv. Traceable references for similar kind of work**
  - Bidder are required to give details of similar works carried out by stating
    - ✓ Name of company where similar work done plus prove
    - ✓ Magnitude of the work done
    - ✓ Year the work done
    - ✓ Main consultant
- v. Professional workers**
  - Bidders are required to give the profiles and CVs of their Professional and Technical workers
  - Main consultant for the works at EALA
- vi. Proof of Certification as Partners/Re-sellers of proposed product**
- vii. Warranty of Service**

- Bidders must indicate their availability to attend to problems and issues related to the implementation of solution that may arise after commissioning of the project

**Mandatory Requirements from Bidders**

- Original valid Tax clearance certificate
- Certified copies of company registration documents
- Proof of certification as Partner/Re-Seller of the proposed product
- B-BBEE Verification certificate
- Minimum of 3 (three) written Testimonials from clients
- Qualifications and CVs of key Staff to be used on the project
- Methodology and Project Approach
- Cancelled cheque or letter from the bank confirming banking details
- Pricing schedule
- Original copy and four copies of the bid document

**Duration**

Contract will commence from date of appointment

**Payment Terms**

- Payments shall be made into bidder's bank account normally within 30 days of receipt of an acceptable valid invoice and relevant documents after commission of the project.

**Document Schedule**

- Original Valid Clearance Certificate
- Certified copies of Company registration
- Proof of Certification as Partner/Re-seller of proposed product
- Audited reports for the last three financial years
- Tax Clearance Certificate
- Minimum of 3 written Testimonials from Clients
- Qualifications and CVs of key staff to be used in the project
- Methodology and Project Approach
- Letter from the Bank confirming banking details
- Pricing Schedules

**NB: SERVICE PROVIDERS ARE REQUESTED TO CONDUCT A SITE INSPECTION OF THE EALA PREMISES/PRECINCTS BEFORE SUBMISSION OF BIDS AND PRICE SCHEDULES**

## EVALUATION CRITERIA

### a. Compulsory Requirements

Bidders will be first evaluated in terms of minimum mandatory requirements from bidders numerated below.

- Original Valid Clearance Certificate
- Certified copies of Company registration
- Proof of Certification as Partner/Re-seller of proposed product
- Audited reports for the last three financial years
- Tax Clearance Certificate
- Minimum of 3 written Testimonials from Clients
- Qualifications and CVs of key staff to be used in the project
- Methodology and Project Approach
- Letter from the Bank confirming banking details
- Pricing Schedules

Bidders who do not fulfill all the requirements or do not submit the required documents will be disqualified. Those who fulfill all the requirements or have submitted the required documents will be further evaluated on functionality.

### b. Functionality

Functionality is worth 100 points. The minimum threshold is 100 points. Bidders who score less than 80 points on functionality will therefore be disqualified. Those who score 80 points or more will be further evaluated in terms of prices. The functionality evaluation is broken down as follows:

Past relevant Experience (Attach letters reference from clients for similar services-Security Access control Services). Please note the following: Bidders must have specific experience and submit at least 3 recent references' in respect of similar work undertaken (the reference must be in form of written proof(s) on the referees' letterheads'. The references must include the relevant contact person, nature of service, contract amount and agreement, commencement date, telephone number, fax number and email addresses	<b>Total points 5</b>
Submission of three (3) and more written testimonials demonstrating provable experience related to similar projects	5 points
Submission of 2 (two) written testimonials demonstrating provable experience related to similar projects	3 points
Submission of 1 (one) written testimonials demonstrating provable experience related to similar projects	2 points
<b>Methodology and Approach</b>	<b>Total 85points</b>
Supply and installation (quality of Product)	15
System requirements	30
Maintenance (warranty and Support)	15
Strategic approach and design (placing and usability of devices)	25

<b>CV's and Qualifications of staff to be used</b>	<b>Total 10 points</b>
CV's for relevant staff (Technical and Support) including qualifications and experience in line with regulatory standards and/ or certifications	
6 CV's and over	10 points
4-5 CVs	6 points
2 -3 CVs	4 points
1CV	1 point

**c. Price and Preference Evaluation**

Bidders who score more than 80 points will be further evaluated in terms of price.

**NB: SERVICE PROVIDERS ARE REQUESTED TO CONDUCT A SITE INSPECTION OF THE EALA PREMISES/PRECINCTS BEFORE SUBMISSION OF BIDS AND PRICE SCHEDULES**

**LOT 11: LAPTOPS FOR EALA****SPECIFICATION**

Component	Minimum	Recommended
Processor	Inter Dual core i7 (minimum 3.5 GHz)	Inter dual core i7b,3.5 GHz speed is the minimum required
Memory	16 GB RAM	16 and above GB RAM
Hard Disk drive (HDD) or Solid State Drive (SSD)	1 TB with at least 600GB of free Space	1 TB with at least 600GB of free space
USB Ports	2 available USB Ports (3 .0 Standard)	More than two available USB ports (3.0. Standard)
Ethernet (LAN) Port	10/100/1000BASE-T Gigabit Ethernet-RJ-45 Connector	An Ethernet Port is Required
Wi-fi wireless networking	IEEE 802.11ac Wi-Fi	EALA provides wireless network (Wi-Fi) network access in addition to wired connections
Screen Size	13 inches	13 inches
CAT6 Network Cod	4 feet	6 feet
Operating System	Windows 10 Professional with license	Windows 10 Professional with license
Microsoft Office	Microsoft office 2016 professional- 32bit English version is required with license	Microsoft office 2016 professional- 32bit English version is required with license
Windows Update	The most recent version of windows updates should be downloaded and installed	The most recent version of windows updates should be downloaded and installed
Anti-virus	Only one anti-virus program must be installed. Microsoft Security essential is recommended. Ensure its compatible with the 64bit Version of	Only one anti-virus program must be installed.



	windows 10 or higher	
Mouse		Recommended
Video Out	VGA/HDMI or other	VGA/HDMI
Warranty	2 year	2 years
Year of Manufacture	2018	2018
Resolution Screen	1920 X 1080 or higher	1920 X 1080 or higher
Displays	OLED displays Screen touch and slick design	OLED displays
SSDs	SSDs PCIe X 4 a Plus	PCIe X4 a Plus
Nvidia Pascal Graphics	GTX 1080	GTX 1080
Camera	Infrared Camera for windows Hello	Infrared Camera for windows Hello
Weight	3.5 Pounds	3.5 pounds or less
Battery life	Over 9 hour	
Hard Drive Speed	Reads and writes files the fastest with its hard drives or SSDs	
Display Brightness	300 nits or higher	300nits or higher
Colour Gamut	Reproduces at least 95 percent of the SRGB colour gamut	Reproduces at least 95 percent of the SRGB colour gamut









## Section IV. Bidding Forms

### Table of Forms

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## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Contract No.: *[insert number of bidding process]*

Invitation for Prequalification No.: *[insert No of IFP]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **EAC**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 40 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the EAC , under the Contracting Authority’s country laws or official regulations, in accordance with ITB Sub-Clause 3.3;
- (j) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—are not falling under any of the exclusion criteria stated in ITB Sub-Clause 3.4;
- (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 of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

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

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## Technical Offer Form

Crt. No.	Specifications Required (to be filled in by the Contracting Authority)			Specifications Offered (to be filled in by the Bidder)			
	Type of goods	Technical Specification	Quantity	Type of goods	Technical Specification	References to brochures and other supporting evidence	Quantity
1	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
<i>n</i>	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the Technical Specification Form specified by the Contracting Authority in the Bidding Forms]*

## Price Schedule: Goods Manufactured Outside the Contracting Authority's Country, to be Imported

(Group C bids, goods to be imported)								Date: _____
								Contract No: _____
								Page N° _____ of _____
In US Dollars								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 13.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Contracting Authority's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Contracting Authority’s Country, already imported

(Group C bids, Goods already imported)

Date: \_\_\_\_\_  
 Contract No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

In US Dollars

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 13.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 13.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the Contracting Authority’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 13.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 13.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Contracting Authority’s country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
<b>Total Bid Price</b>											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

I.

## Price Schedule: Goods Manufactured in the Contracting Authority's Country

Contracting Authority's Country  _____		(Group A and B bids)  In US Dollars				Date: _____ Contract No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Contracting Authority's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Contracting Authority's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 13.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Total Price</b>									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

In US Dollars						Date: _____
						Contract No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Contracting Authority's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Contracting Authority]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Contract No. *[insert number]* ("the Contract").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Contracting Authority during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

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

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

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

\_\_\_\_\_  
*[signature(s)]*

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
Contract No.: *[insert number ]*

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

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*





## **PART 2 – Supply Requirements**



# Section VI. Schedule of Requirements

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## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Contracting Authority, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Contracting Authority’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).



## 2. List of Related Services and Completion Schedule

*[ This table shall be filled in by the Contracting Authority. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>I. [insert Service No]</i>	<i>I. [insert description of Related Services]</i>	<i>I. [insert quantity of items to be supplied]</i>	<i>VI. [insert physical unit for the items]</i>	<i>I. [insert name of the Place]</i>	<i>I. [insert required Completion Date(s)]</i>
K.	X.	XI.	XII.	XIII.	XIV.
V.	XVI.	XVII.	XVIII.	XIX.	XX.
I.	XXII.	XXIII.	XXIV.	XXV.	XVI.
I.	XXVIII.	XXIX.	XXX.	XXXI.	XXII.
I.	XXXIV.	XXXV.	XXVI.	XXXVII.	VIII.

1. If applicable

### 3. Technical Specifications

#### Detailed Technical Specifications and Standards

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## **5. Inspections and Tests**

The following inspections and tests shall be performed:

Pre delivery inspection for Conformance to specifications

## **PART 3 – Contract**

**THIS AGREEMENT is made on this .....day of .....**

**BETWEEN**

**The East African Community**, an inter-governmental organisation established by The Treaty for the Establishment of the East African Community and whose address is East African Community Headquarters, P.O Box 1096, Afrika Mashariki Rd. EAC Close, Arusha, Tanzania (hereinafter referred to as “EAC”) of the first part

**AND**

M/s ..... P.O Box ..... (hereinafter referred to as “supplier” or “.....”) of the other part.

**WHEREAS**

- (a) EAC is desirous of engaging an insurer to provide Supply of SMALL WORKS as defined in this Agreement (hereinafter referred as “the “Vehicle”);
- (b) The Supplier, having presented itself to EAC having the necessary professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement; and
- (c) The Supplier shall perform the required services specified in **Annex A**, “Specifications,” which is made an integral part of this Agreement (“the Services”);

**NOW THEREFORE** the parties hereby agree as follows:-

**1.0 SCOPE OF SUPPLY**

**2.0 OBLIGATIONS OF THE PARTIES**

2.1. The Supplier shall –

- (a) perform the Service and carry out its obligations set out herein below with all due diligence, efficiency and economy, in accordance with generally accepted

- professional techniques and practices, and shall observe sound management practices;
- (b) always, in respect of any matter relating to this Agreement or to the Services provide hereunder , act in good faith to EAC;
  - (c) always act within the required magnitude of confidentiality;
  - (d) Deliver the Goods in accordance with provisions of this Agreement and the Vehicle attached hereto as **Annex C**.

## 2.2. EAC shall-

- (a) use its best efforts to ensure that it provides The Supplier such assistance to facilitate performance of the services herein;
- (b) avail The Supplier with such information on Members of Staff as may be required for the performance of this Agreement;
- (c) promptly report to The Supplier any changes to the information and particulars contained in **Annex B** hereto.

## 3.0 CONSIDERATION

3.1 In consideration of the services provided EAC shall pay The Supplier the sum stated United States Dollars Four Hundred Eighty Thousand Eight (US\$ 480,008) payable in equal quarterly instalments.

3.2 Payment shall be effected –

- (a) Upon The Supplier's submission of quarterly invoices to EAC;
- (b) by electronic means to The Supplier's bank account detailed below in United States Dollars at the ruling exchange rate:

*Bank Account Name:*

*Bank Account No.:*

*Bank Name and Address:*

*Swift code:*

*IBAN Code:*

*Beneficiary:*

## 4.0 CONFIDENTIALITY

Both parties shall observe confidentiality in respect of all information received from the other party or from any third party regarding the subject matter of this Agreement.

## **5.0 LIABILITY AND INDEMNITY**

- 5.1. EAC will not, except to the extent required by law, incur a liability for any loss, damage, death or injury whatsoever suffered by The Supplier or any of its employees, agents or associates arising out of or in connection with this Agreement.
- 5.2. The Supplier shall indemnify the EAC in respect of any claims against The Supplier which may arise from any negligent performance of its duties under this Agreement and from any wilful misconduct by The Supplier, its employees, agents or associates.

## **6.0 FORCE MAJEURE**

- 6.1. Should any party to this Agreement be prevented from fulfilling its obligations in terms of this Agreement as a result of Force Majeure then the affected party shall forthwith notify the other in writing.
- 6.2. Upon cessation of the force majeure or event, the parties shall, as far as is reasonably possible, resume the performance of their respective obligations.

## **7.0 ASSIGNMENT**

The Supplier's obligations under this Agreement shall not be assigned or transferred to another person, firm, or corporation without the prior written consent of EAC.

## **8.0 AMENDMENTS**

The Parties may amend or vary the provisions of this Agreement provided the party seeking amendment or variation shall have notified the other party by giving one month's notice in writing.

## **9.0 NOTICES AND ADDRESSES**

Any notice or request required or permitted to be given or made under the Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, fax, or email to the party which it is addressed or made at such party's address specified above or such other address as shall be hereafter notified in writing.

**10.0 DURATION OF THE AGREEMENT**

10.1. This Agreement will last for a period of one year from 1st January, 2017 to 31st December, 2017.

10.2. Without prejudice to what is stated in paragraph 10.1 above either party may terminate this agreement by giving the other party thirty (30) days' written notice;

**11.0 LAW APPLICABLE AND DISPUTE SETTLEMENT**

11.1. The implementation and interpretation of this Agreement shall be governed by the Law of Tanzania.

11.2. Any dispute between the parties as a result of the operation of this Agreement shall be resolved amicably between the parties; failure of which, the matter shall be referred to East African Court of Justice for settlement.

**IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in the day and year first above written**

**For the East African Community:  
Company**

**For the Supplier**

Signature:.....

Signature.....

Name:

.....

Name.....

....

Title: .....

Title.....

**In the Presence of:**

Signature: .....

Signature.....

Name: .....

Name.....

Title: .....

Title.....



# 1. Performance Security

*[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]*  
Contract 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)<sup>6</sup> 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]*,<sup>7</sup> 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]*

<sup>6</sup> *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.*

<sup>7</sup> *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]*  
Contract 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)<sup>8</sup> 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<sup>9</sup>]*.

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

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<sup>8</sup> *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.*

<sup>9</sup> *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 Forms 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: \_\_\_\_\_