

**EAST AFRICAN COMMUNITY  
EAST AFRICAN SCIENCE AND TECHNOLOGY COMMISSION  
(EASTEKO)**



**SUPPLY, INSTALLATION, TRAINING, TESTING & COMMISSIONING OF  
SOFTWARE LICENSE FOR VIRTUAL CONFERENCE PLATFORM FOR  
EVENTS.**

**Reference Number: EAC/EASTEKO/TENDERS/004/2021**

**Date of Issue: September 2021.**

**OPEN BIDDING (REGIONAL)**

**Invitation to Bid (ITB)****22/09/2021****Dear SUPPLIER(s),**

1. EASTECO has allocated funds to be used for **Supply, Installation, Training & Commissioning of Software License for Virtual Conference Platform for Events.**
2. EASTECO invites sealed bids from qualified and competent suppliers for the above items. More details on the Goods and Related Services are provided in the attached Supply Requirements.
3. Bidding will be conducted in accordance with the OPEN bidding (Regional) procedures contained in the EAC Procurement Manual 2016.
4. The bidding document may be downloaded from the EAC and EASTECO websites: [www.eac.int](http://www.eac.int) under “opportunities/procurement” and [www.easteco.org](http://www.easteco.org) under “opportunities, procurement, tenders” portals.
5. Any query or request for clarification should be emailed ONLY to [procurement@easteco.org](mailto:procurement@easteco.org) **at most one day before the deadline below. Bidders are advised to be regularly checking in the above given websites for any clarification(s)/Addendum(s) posted.**
6. The hard version proposals should be submitted via registered mail, courier service or hand delivered in a plain SEALED envelope with the tender’s subject and reference provided above and be addressed to the address provided below and delivered on or before **Thursday 8<sup>TH</sup> October 2021 at 3 PM East African Time, or 2 PM Rwanda Time.**
7. Soft/electronic version proposals should be dully filled, signed, stamped, scanned in **PDF** and emailed **ONLY** to this email: [tenders@easteco.org](mailto:tenders@easteco.org) on or before **Thursday 8<sup>TH</sup> October 2021 at 3 PM East African Time, or 2 PM Rwanda Time.**
8. **NOTE:** The bidder should secure their electronic bid with confidential **PASSWORDS before submitting** them and then submit the password to [tenders@easteco.org](mailto:tenders@easteco.org) to open their bids on **Thursday 8<sup>TH</sup> October 2021 at 3.05 PM East African Time, or 2.05 PM Rwanda Time.**
9. **Opening shall take place** at the EASTECO offices without bidders witnessing, due to the prevailing Covid-19 situations and protocols.

**Yours sincerely,*****THE SECRETARY, EASTECO PROCUREMENT COMMITTEE.******5<sup>TH</sup> Floor, Queensland Building, Plot No: 1489, KG 546, St 1. Kamatamu Cell, Kacyiru. Email:******[procurement@easteco.org](mailto:procurement@easteco.org)******Phone: +250 789 447 781.******Webpage: [www.easteco.org](http://www.easteco.org)***



## 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 subcontracts 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, 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

<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.*

<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, noncompetitive levels.*

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

- (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 period of time, to become an EAC contractor;
  - (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
  - (iv) will request 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 Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Contracting Authority may amend the Bidding Documents by 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,  
Sealing and  
Marking of Bids**

- 22.1 Bidders may always submit their bids by mail or by hand. When 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, Substitution, and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has 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.

ITB Clause Reference	A. General
ITB 1.1	The Contracting Authority is: <b>EASTEKO</b>
ITB 1.1	The name and identification number of the Contract is: <i>Supply, Installation, Training &amp; Commissioning of Software License for Virtual Conference Platform for Events (EAC/EASTEKO/TENDERS/004/2021).</i>
ITB 1.2	The procurement method is: <i>Open Bidding (Regional).</i> The procurement Guidelines edition is: <i>EAC Procurement Manual 2016.</i>
ITB 1.3	This item is a single lot.
ITB 3.3	A list of shortlisted firms invited to bid is the following: N/A.
ITB 3.5	A list of firms debarred from participating in EAC financed projects: <i>Those debarred by any of the 6 partner states.</i>
ITB 5.1	Goods and related services originating from the following countries are not eligible for EAC financed contracts: <i>Those disqualified by any of the 6 partner states.</i>

<b>B. Contents of Bidding Documents</b>	
<b>ITB 6.1</b>	For <b>Clarification of bid purposes</b> only, the Contracting Authority's address is: <b>THE SECRETARY, EASTECO PROCUREMENT COMMITTEE.</b> <b>5<sup>TH</sup> Floor, Queensland Building, Plot No: 1489, KG 546, St 1. Kamatamu Cell, Kacyiru. Email:</b> <b><a href="mailto:procurement@easteco.org">procurement@easteco.org</a>, Phone: +250 789 447 781.</b>
<b>C. Preparation of Bids</b>	
<b>ITB 9</b>	The official language of the bidding process is: <i>English</i> .
<b>ITB 10.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: <i>literature containing the desired features of software for evaluation, as per the ToRs.</i>
<b>ITB 13.5</b>	The Incoterms edition is: <i>Incoterms 2010.</i>
<b>ITB 13.6 (b) (i) and (c) (iii)</b>	Place of Destination: <i>KIGALI, RWANDA.</i>
<b>ITB 13.6 (a) (iii);(b)(ii) and (c)(v)</b>	"Final destination (Project Site)": <i>KIGALI, RWANDA.</i>
<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: <i>DDP.</i>
<b>ITB 13.7</b>	The prices quoted by the Bidder <i>shall not</i> be adjustable.
<b>ITB 14.3</b>	<b>Prices:</b> The prices quoted by the Bidder shall be: <i>fixed</i>
<b>ITB 15.1</b>	<b>Currency:</b> The currency of the bid shall be: <b>United States Dollars</b>
<b>ITB 17.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>one-year warranty is required.</i>
<b>ITB 18.1 (a)</b>	Dealership/vendor's authorization/license is: <i>required.</i>
<b>ITB 8.1 (b)</b>	After sales service is: <i>required, as-and-when-required.</i>
<b>ITB 19.1</b>	The bid validity period shall be <b>120 calendar days.</b>
<b>ITB 20.1</b>	No Bid Security is required.
<b>ITB 20.2 (b)</b>	The eligible countries are: <i>The Six EAC partner states.</i>
<b>ITB 20.7</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Contracting Authority will declare the Bidder ineligible to be awarded contracts by the Authority for a period to be determined.
<b>ITB 21.1</b>	For hard copy submission of bids, ONE copy of the bid document SHALL be required In addition to the original bid. For electronic submission, this is not applicable.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	Bidders <i>shall</i> have the option of submitting their bids electronically.
<b>ITB 22.1 (b)</b>	Submission of Electronic bids are acceptable, i.e. dully filled, signed, stamped and clear/readable bids may be scanned and sent only in <b>PDF</b> and <b>ONLY</b> to the following email address..... <b>tenders@easteco.org.... before Thursday 8TH October 2021 at 3 PM East African Time, or 2 PM Rwanda Time. SUCH bids MUST bear a PASSWORD to prevent access, which shall then be sent to the referred email address (for public opening of the bids) by this deadline.</b>

ITB 22.2 (c)	For hard copies submission, the inner and outer envelopes shall bear the following additional identification marks: <b><i>Supply, Installation, Training &amp; Commissioning of Software License for Virtual Conference Platform for Events (EAC/EASTECO/TENDERS/004/2021).</i></b>
ITB 23.1	For bid submission purposes, the Contracting Authority's address is: <b><i>THE SECRETARY, EASTECO PROCUREMENT COMMITTEE.</i></b> <b><i>5<sup>TH</sup> Floor, Queensland Building, Plot No: 1489, KG 546, St 1. Kamatamu Cell, Kacyiru. Email: <a href="mailto:tenders@easteco.org">tenders@easteco.org</a>, Phone: +250 789 447 781.</i></b>
ITB 26.1	The bid opening shall take place at: EASTECO meeting room, <b><i>5<sup>TH</sup> Floor, Queensland Building, KACYIRU, KIGALI, RWANDA, on Thursday 8TH October 2021 at 3 PM East African Time, or 2 PM Rwanda Time.</i></b>
ITB 26.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>as indicated on ITB 22.1 (b)</i> above.
<b>E. Evaluation and Comparison of Bids</b>	
ITB 33.3(a)	Evaluation will be done as one lot, as preliminary, technical and financial evaluation sequence.
ITB 33.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: [ <i>refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary</i> ]  (a) Deviation in Delivery schedule: <i>NO</i> . (b) Deviation in payment schedule: <i>NO</i> . (c) The cost of major replacement components, mandatory spare parts, and service: <i>NA</i> . (d) The availability in the Contracting Authority's Country of after-sales services for the software offered in the bid: <i>YES</i>
ITB 33.6	Preference: Not applicable.
ITB 33.7	Bidders <i>shall not</i> be allowed to quote separate prices for the software.
<b>F. Award of Contract</b>	
ITB 37.1	The maximum percentage by which quantities may be increased is: <i>N/A</i> . The maximum percentage by which quantities may be decreased is: <i>N/A</i> .
ITB 38.3	EAC Procurement Manual, 2016.

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

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

#### **Contents**

1. Eligibility criteria (ITB: 2.1.b; 3.2; 3.5; 10.1.d & 15.1)
2. Qualification Criteria (ITB 33.3 (d))
3. Evaluation Criteria (ITB 33.3 (d))
4. Awarding Criteria (ITB 36.1)



## 1. ELIGIBILITY REQUIREMENTS (ITB: 2.1.b; 3.2; 3.5; 10.1.d & 15.1)

No.	Requirement	Source of information	Supporting document
1.1	Not be in a conflict of interest position	Bid Submission Form	<i>Truthful and compete declaration in the dully filled application bid form provided and submission of the required documents under 1.9 below.</i>
1.2	<b>Does not fall into the following situation:</b> they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the EAC Partner States.	As above	<i>As above</i>
1.3	<b>Does not fall into the following situation:</b> they have been convicted of offences concerning their professional conduct by a judgment which haves the force of res judicata; (i.e. against which no appeal is possible).	“	“
1.4	<b>Does not fall into the following situation:</b> they have been declared guilty of grave professional misconduct proven by any means which EAC can justify.	“	“
1.5	<b>Does not fall into the following situation:</b> they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed.	“	“
1.6	<b>Does not fall into the following situation:</b> they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EAC's financial interests.	“	“
1.7	<b>Does not fall into the following situation:</b> they are being currently subject to an administrative penalty.	“	“
1.8	Does not have a past poor performance record or has failed to fulfil their contractual obligation with EAC.	“	“
1.9	<p><b><u>Attach copies of the following documents:</u></b></p> <ol style="list-style-type: none"> <li>1. Valid certificate of registration or Incorporation from the Country of Origin.</li> <li>2. Valid trading license or equivalent from the Country of Origin;</li> <li>3. Income tax clearance or exemption certificate or equivalent - for the year 2020, from the Country of Origin.</li> <li>4. Dully filled, signed and stamped: Bid submission; Technical Offer; Price Schedule; Proprietary Owner’s Authorization (for Vendors/Dealers ONLY) and Schedule of Requirements forms.</li> </ol>		

**NOTE: ALL THE ABOVE ELIGIBILITY DOCUMENTS MUST BE SUBMITTED ALONGSIDE THE BID FOR IT TO BE DEEMED AS RESPONSIVE.**

## 2. EVALUATION CRITERIA (ITB 33.3 (D))

EASTEKO's evaluation of a bid SHALL consider, in addition to the Bid Price quoted in accordance with ITB Clause 13.6, 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) **Specifications** – The software MUST meet ALL the minimum specifications in the ToRs below.
- (b) Valid and current **Dealer's/Vendor's authorization/license** from the Proprietary Owner of the software must be submitted (*for Vendors/Dealers ONLY*).
- (c) **Warranty of at least twelve (12) months** upon installation and commissioning of the software is required.
- (d) **Literature** detailing the Software's features like brochures, catalogue and pictorials must be provided for evaluation.
- (e) **Delivery schedule:** Commitment to conduct the online Installation of the Software; Training of staff on application; Testing; Commissioning of the Software application and submission of the Final Report within **Ten (10) working days**.

**ALL THE ABOVE REQUIREMENTS MUST MEET FOR A BID TO BE COMPLIANT.**

## 3. QUALIFICATION CRITERIA (ITB 33.3 (D))

No	Subject	Requirement
2.1	<b>Experience in implementing similar assignments</b>	The Proprietary Owner of the Software or the authorized/licensed Vendor/Dealer should provide: <ol style="list-style-type: none"> <li>1) Five (5) copies of contracts/Orders from their past Clients, as evidence of having supplied, installed, trained and commissioned this Software.</li> <li>2) Copies of Completion certificate or an official Referee letter addressed to EASTEKO for EACH of the contract/order provided under 1 above, as evidence of having completed the assignment successfully and acceptably.</li> </ol>
2.2	<b>Facilities and other Resources.</b>	<ol style="list-style-type: none"> <li>1. Customer-care / maintenance facilities with reliable service platform, contact centre &amp; person(s).</li> <li>2. The firm should be able to offer following Product and Services: Marketing and Brand Building, CRM dashboard and Virtual event hosting Platform application.</li> </ol>

**NOTE: ALL THE ABOVE REQUIREMENTS MUST BE FULFILLED FOR THE BIDDER TO QUALIFY UNDER THIS BID.**

## 4. AWARDING CRITERIA ((ITB 36.1)

The lowest evaluated bidder, within the available budget and prevailing market price for that particular software and having met ALL the above eligibility, evaluation and qualification criteria, shall be recommended for award.

## Section IV. Bidding Forms

### (a) 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: **EASTECO,**

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 but including all applicable taxes***, 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 (***120 days***), 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]*

## (b) 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	<b>Software License for Virtual Conference Platform for Events.</b>	<i>As stated</i>	<i>one</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>

**(c) Price Schedule: Goods Manufactured Outside the Contracting Authority’s Country**

(Group C bids, Goods)											Date: _____
In US Dollars											Contract No: _____
In US Dollars											Page N° _____ of _____
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)
1	<b>Software License for Virtual Conference Platform for Events.</b>	<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]*

**(c) Proprietary Owner's Authorization (for Vendors/Dealers ONLY)**

*[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 \_\_\_\_\_, 2021 \_\_\_\_\_ *[insert date of signing]*

**(D) Section VI. Schedule of Requirements****1. List of Goods and Delivery Schedule**

*[The Contracting Authority shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1	<b>Software License for Virtual Conference Platform for Events.</b>	One	One	<i>Easteco Offices At Queensland House, Kacyiru, Kigali, Rwanda</i>	<i>Immediately after issuance of the contract</i>	<i>Ten(10) working days after issuance of the Contract</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

**2. List of Related Services and Completion Schedule**

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>As above</i>	<i>[insert Completion Date(s)]</i>

1. If applicable



## TERMS OF REFERENCE

### **Introduction**

The East African Community (EAC) is a regional inter-governmental organization comprising the Republics of Burundi, Kenya, Rwanda, South Sudan, the United Republic of Tanzania, and the Republic of Uganda. The aim of the Community is to foster Regional Integration and socio-economic development among Partner States through development of policies and programs to widen and deepen co-operation in political, economic, social and cultural fields including science, technology and innovation. The Treaty for the Establishment of the East African Community recognizes Science and Technology as a key driver for sustainable socio-economic development. It explicitly provides for the Partner States to promote and support cooperation in the development and application of science and technology within the Community in Articles 5, 12 and 103.

The 5th Extra-ordinary Summit of the EAC Heads of State held on 18th June 2007 established the East African Science and Technology Commission (EASTEKO) as an institution of the EAC, in response to the provisions of the Treaty. The Protocol establishing EASTEKO defines the overall objective of the Commission as to promote and coordinate the development, management and application of science and technology in Partner States to support regional integration and socio-economic development.

EASTEKO has over 10-20 regional and national meetings annually. These meetings gather large number of stakeholders. Hosting physical meetings and events in the region has been affected by COVID-19 and EASTEKO has advised means for major adjusting. Following EAC Council of Ministers directive that all meeting and events be organized in a hybrid manner (Few attend physical and many virtually). EASTEKO will continue to fulfil its mandate and implement its activities as the Protocol establishing without being disrupted by Covid-19 pandemic.

It's against this meeting that EASTEKO seeks to procure a license for virtual conference platform for events that will be customized and branded EASTEKO.

### **Objective**

To procure a license for virtual conference platform for events that will be customized and branded EASTEKO.

Technical Software License Specifications:

The application license should have the following features:

- i. Create, manage & host event from a single space
- ii. Have registration feature
- iii. Scalable servers to run multiple-sessions and unlimited participants
- iv. Works on laptops, desktops, iPads and smartphones etc...
- v. 4000 Check ins annually for hosting multiple meetings ( 50 free non-cumulative check ins in addition on daily basis for hands on )
- vi. Website/ Landing page
- vii. Create tickets & permission to give access
- viii. Exhibitor Booths (Logos, Banners, Stage backdrop, short videos & private Meeting rooms )
- ix. Multi Streaming options (Live stream, RTMP, Pre-recorded Presentation, Social stream)
- x. Advance branding options for Sponsors (Logos, Banners, Stage backdrop, short videos & private Meeting rooms )
- xi. Custom Entrance
- xii. Add and manage speakers, sponsors or exhibitor profiles
- xiii. Enable networking with text & video before, during & post-event
- xiv. Enable knowledge hub and handouts pre, during & post-event
- xv. Enable social feed to allow sharing and session forum for engagement within the event.
- xvi. Use features like Q&A and polls to get the audience to participate
- xvii. Setup delegate tickets or sponsors & exhibitors booking
- xviii. On demand events/ sessions
- xix. Brand EASTEKO landing page with our custom colors & domain
- xx. Unlimited sessions ( Parallel/ Back to back)
- xxi. Over 100 Networking Tables (That can be branded and labelled)
- xxii. Chat/ Business Card exchange/ Video meeting between attendees

- xxiii. Private meeting rooms for speakers
- xxiv. Record all your sessions to archive, share & monetize
- xxv. Matchmaking to drive engagement and networking
- xxvi. With advanced Analytics
- xxvii. Highly customizable and flexible for various event types.
- xxviii. Economical platform with no hidden costs.

**The software license should be able to be customized and rebranded to EAC and EASTECO with the following features:**

- 1) Email white-labelling - this would ensure that our users get the emails with our event Branding and monitoring email response rates.
- 2) Custom Button re-labelling- to ensure EASTECO can name the Menu tabs as per our event requirement and user preferences.
- 3) White Glove Support- Dedicated Account Manager for Priority support, moving forward we are streamlining the process a bit and as per SLA the Premium plans would have limited support hours.
- 4) Third-party stream in using RTMP - in case we want to broadcast an event from Zoom or any other solution on the sessions, you can add this feature.
- 5) Advanced Analytics - Data comes as an important aspect in Virtual events and EASTECO can ensure that we get all important details in advanced analytics right in the dashboard.
- 6) Scheduling & Matchmaking Solutions. Matchmaking solutions that would ensure EASTECO to share recommendations and pre-schedule meetings for our participants.
- 7) Additional Templates in Layout Map for Enterprise users for a better event aesthetics and user experience.
- 8) Should have enterprise features as indicated table above:

**Qualifications of the Firm:**

- The firm should be the proprietary owners of the software application OR that they have the proprietary owner's dealership authorization as vendors of the software application (Certificates of authorization or dealership should be attached)
- Supplied the software license application to more than 5 clients (Attach certificates of completion)
- Have the capacity to train EASTECO staff on the operations of the software application and provide after sale services.
- The firm should be able to offer the following Product and Services: Marketing and Brand Building, CRM dashboard and Virtual event hosting Platform application.

**Deliverables:**

- i. Installation of the Software
- ii. Training of staff
- iii. Testing and commissioning of the Software
- iv. Final Report
- v. Customer support & Technical support during the license period.

## SECTION II. SPECIAL CONDITIONS OF CONTRACT

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

<b>GCC 1.1(h)</b>	The Contracting Authority's country of domicile is: <i>RWANDA</i>
<b>GCC 1.1(j)</b>	The Contracting Authority is: <i>EASTECO</i>

<b>GCC 1.1 (n)</b>	The Project Site(s)/Final Destination(s) is/are: 5 <sup>TH</sup> floor of Queensland House, <i>Kacyiru, Kigali, Rwanda.</i>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <i>2010</i>
<b>GCC 5.1</b>	The language shall be: <i>ENGLISH</i>
<b>GCC 8.1</b>	<b>NOTICES:</b> <b>The Senior Procurement Officer, EASTECO, 5th Floor, Queensland House, Kacyiru, Kigali, Rwanda.</b> <b>Email - <a href="mailto:procurement@easteco.org">procurement@easteco.org</a></b> <b>Tel + 250 789 447 781, 788 165 212, 0788 310 402</b>
<b>GCC 9.1</b>	The governing law shall be the law of: <i>EAC Treaty &amp; Protocols.</i>
<b>GCC 10.2</b>	Dispute settlement: The Dispute settlement shall be the EACJ
<b>GCC 12.1</b>	<b>Commencement:</b> immediately upon issuance of the contract. <b>Completion: within 10 working days,</b> upon of receipt of the contract.
<b>GCC 14.2</b>	The prices charged for the Goods supplied and the related Services performed <b><i>shall not</i></b> be adjustable.
<b>GCC 15.1</b>	Payment shall only be made upon delivery, installation, training, testing, commissioning, inspection and acceptance and upon receipt of the invoice certified and the relevant documents specified in Clause 15.2 above.
<b>GCC 17.1</b>	A Performance Security <i>shall not be required.</i>
<b>GCC 24.1</b>	N/A. The whole assignment shall be online.
<b>GCC 25.1</b>	The inspections and tests shall be: <b><i>done upon installation, training, testing, commissioning but before payments.</i></b>
<b>GCC 27.3</b>	The period of validity of the Warranties shall be: <b>at least 365 days</b> For purposes of the Warranty, the place(s) of final destination(s) shall be: <b><i>5<sup>TH</sup> floor of Queensland House, Kacyiru, Kigali, Rwanda.</i></b>
<b>GCC 27.5</b>	Payable Maintenance shall be <b><i>as-and-when-required, but after expiry of the one-year warranty period.</i></b>

**NOTE: The other section of PART 3, i.e. the form of Contract and detailed General Conditions of the Contract are provided in a separate folder as attached.**