EAST AFRICAN COMMUNITY

Bidding Document

for the

Procurement of Non-Consultancy Services

OPEN BIDDING

Subject of Procurement: **INVITATION TO TENDER FOR THE PROVISION OF MAINTENANCE SERVICES FOR VIDEO CONFERENCE EQUIPMENT**

Reference Number: **DFA/SVS/ 20-21/046**

Date of Issue: **26th October 2020**

PREFACE

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

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

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

Standard Bidding Document

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BID NOTICE UNDER OPEN BIDDING

26th Oct 2020

INVITATION TO TENDER FOR THE PROVISION OF MAINTENANCE SERVICES FOR VIDEO CONFERENCE EQUIPMENT

1. EAC has allocated to be used for the acquisition of **provision of maintenance Services for Video Conference Equipment**.

2. EAC invites sealed bids from eligible bidders for the provision of the above non consultancy services.

3. Interested eligible bidders may obtain further information and inspect the bidding documents at the at the EAC website: www.eac.int or at the address given below at 8(a) from 8.00 am to 4.00 pm *office hours*.

4. Bids must be delivered to the address below at 8(c) at or before **11.00 am 10th November, 2020**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 8(d) at **11.30 am 10th November, 2020.**

5. There shall be a site visit at the EAC Headquarters in Arusha 8(a) as per the *address below* on the dates indicated in the proposed schedule in this notice.

6. (a) Documents may be inspected at:
   The Secretary General,
   East African community,
   EAC Close, Ground Floor, Secretariat Wing, EAC Complex
   P. O. BOX 1096, Arusha, Tanzania
   E-mail- eac@eachq.org/ eacprocurement@eachq.org
   Fax +255 27 2162190
   Tel +255 27 2162100

   (b) Documents will be issued from: 6(a)

   (c) Bids must be delivered to: 6(a)

   (d) Address of Bid Opening: 6(a)

7. **The advert is only applicable to firms incorporated in the East African Community Partner States.**

10. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid notice	26th October 2020
b. Site visits where applicable	***(Within the first 7 working days of the bidding period)***
c. Bid closing date	10th November **2020** at 11.00 am
d. Evaluation process	***(Within 20 working days from bid closing date)***
e. Display and communication of best evaluated bidder notice	***(Within 5 working days from Procurement Committee award)***
f. Contract Signature	***(After expiry of at least 14calendar days from display of the best evaluated bidder notice).***

Signature:

Name:

Position of Authorised Official:

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Section 1. Instructions to Bidders

A. General

1. Scope of Bid

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

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

1.3 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means working day,

1.4 Procurement will be undertaken in compliance with the provisions of the EAC Procurement Manual 2020.

2. Source of Funds

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

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

3. Corrupt Practices

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

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

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

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

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

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

(b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in

competing for the Contract;

(c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

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

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

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

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

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

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:

(a) the bidder has the legal capacity to enter into a contract;

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the bidder's business activities have not been suspended;

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

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

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

bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.

4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of EAC regarding this bidding process; or

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

4.5 A firm that is under a declaration of suspension by EAC, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to EAC, as EAC shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

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

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

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

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

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

submission. The update or confirmation should be provided in the Qualification Form.

B. Bidding Document

6. Contents of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

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

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

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

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

7. Clarification of Bidding Document

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

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, EAC may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from EAC.

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and EAC, shall be written in English unless otherwise specified in the BDS.

10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

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

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

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

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

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

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

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

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

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

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

13. Bid Submission Sheet and price schedules

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

(a) the Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the Services offered;

(c) the total bid price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the bid ;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration that the Bidder is eligible to participate in public procurement;

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

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

(i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;

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

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

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

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

(b) the unit prices where applicable;

(c) local taxes paid or payable in Tanzania;

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

14. Bid Prices and Discounts

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

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

14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the

Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31.

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Qualifications of the Bidder

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

17.2 Bidders with a current registration with the EAC are not required to submit:

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

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

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

18. Period of Validity of Bids

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

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

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

19. Bid Security or Bid Securing Declaration

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

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

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

(b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Tanzania, it

shall have a correspondent financial institution located in Tanzania to make it enforceable;

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

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

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

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

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

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

19.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or

If the successful Bidder fails to:

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

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

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

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

20. Format and Signing of Bid

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

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Tanzania shall be registered and if signed outside Tanzania, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

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

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

(c) bear the Procurement Reference number of this bidding process; and

(d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal and Replacement of Bids

24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

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

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

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

24.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the

Bidder on the Bid Submission Sheet or any extension thereof.

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

25. Bid Opening

25.1 EAC shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

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

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

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

25.6 EAC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders and displayed on EAC's website within one working day from the date of the bid Opening.

E. Evaluation of Bids

26. Confidentiality

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

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

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

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

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

27. Clarification of Bids

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

28. Compliance and Responsiveness of Bids

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

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

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

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

29. Nonconformities, Errors, and Omissions

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

29.2 Provided that a bid is substantially compliant and responsive, EAC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially compliant and responsive, EAC shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.

29.4 Provided that the bid is substantially compliant and responsive, EAC shall correct arithmetic errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of EAC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

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

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

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

30.4 EAC shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

(a) the Bid Submission Sheet, including:

(i) a brief description of the Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

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

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

(e) samples as may be required

31. Detailed Commercial and Technical Evaluation

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

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

32. Conversion to Single Currency

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

33. Margin of Preference

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

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

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

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

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

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

34. Financial Comparison of Bids

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

34.2 To financially evaluate a bid, EAC shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

34.3 To financially compare bids, EAC shall:

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

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

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

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

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

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

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

35. Determination of Best Evaluated Bid(s)

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

36. Post-qualification of the Bidder

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

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 5, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualifications.

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

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

F. Award of Contract

37. Award Procedure

37.1 EAC shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision of the Procurement Committee to award a contract, place such a Notice on its website for a prescribed period.

37.2 No contract shall be signed for a period of at least fourteen (14) calendar days after the date of display of the Best Evaluated Bidder.

37.3 EAC shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

37.4 Negotiations will only be held in exceptional circumstances as provided for under the EAC Procurement Rules and Procedures 2020.

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

38.1 EAC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and issue by the EAC, without thereby incurring any liability to Bidders.

39. Signing and Effectiveness of Contract

39.1 On expiry of the fourteen (14) calendar days period after the display of the Best Evaluated Bidder, and upon approval of the Office of CTC where applicable, the EAC shall sign a contract with the successful Bidder.

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

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

40. Debriefing

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

41. Performance Security

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

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

42. Advance Payment and Security

42.1 If so stated in the BDS, the Contractor will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The security shall be issued by a Bank located in Tanzania or a foreign Bank through correspondence with a Bank located in Tanzania.

43. Administrative Review

42.1 Bidders may seek an Administrative Review by the Secretary General in accordance with the EAC Procurement Policy and Procedures Manual (2020) if they are aggrieved with the decision of EAC.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Client is: EAST AFRICAN COMMUNITY
ITB 1.1	**Commencement:** The assignment is expected to commence on 1st December, 2020
ITB 1.2	**Subject:** The subject of the procurement is: **provision of maintenance Services for Video Conference Equipment**.
ITB 1.2	**Reference:** The Procurement Reference Number is **DFA/SVS/ 20-21/046**
B. Bidding Document	
ITB 7.1	**Clarification:** For clarification purposes only EAC's address is: Attention: **The Secretary General** Street Address: **East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex** Floor/Room number: 3rd **Floor** Town/City: **Arusha** PO Box No: **1096** Country: **Tanzania** Facsimile number: **+255 27 2162190** Tel: **+255 27 2162100** Email: procurement@eachq.org EAC will respond to any request for clarification provided that such request is received no later than 11.00am, 2nd November 2020.
C. Preparation of Bids	
ITB 10.1	**Medium:** The medium of communication shall be in writing.
ITB 10.2	**Language:** The language for the bid is English.
ITB 11.2	**Pre-bid meeting:** A pre-bid meeting shall be held. **Not Applicable** Date: Time : Address for Pre-bid meeting: as in **ITB 7.1 above** Street Address: Floor/Room number:

Instructions to Bidders Reference	Data relevant to the ITB
	Town/City: Country:
ITB 12.1(f)	**Additional bid information:** Additional information required in the bid includes:
ITB 14.3	**Prices:** The prices quoted by the Bidder shall be: ***fixed***
ITB 15.1	**Currency:** The currency of the bid shall be: **United States Dollars**
ITB 18.1	**Validity Period:** Bids shall be valid for 120 calendar days from the submission date.
ITB 19.1	A Bid Security **shall not** be required.
ITB 19.2	N/A
ITB 19.3	N/A
ITB 20.1	**Number of Copies:** In addition to the Original of the Bid, the number of copies required is: **3 (three)**
D. Submission and Opening of Bids	
ITB 22.1	**Bid Submission:** For bid submission purposes only, EAC's address is : Attention: as per **ITB 7.1** **The Secretary General** Street Address: **EAC Close** Floor/Room number: **EAC Registry, Ground Floor, EACJ Wing** Town/City: **Arusha** Country: **Tanzania** The deadline for bid submission is: Date: **10th November 2020** Time (local time): **11.00 am**
ITB 25.1	**Bid Opening:** The bid opening shall take place at: **as per ITB 7.1** Street Address: Floor/Room number: Town/City : Country: Date: **10th November 2020** Time (local time): **11.30 am**
E. Evaluation of Bids	
ITB 32.1	**Conversion to Single Currency**: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Not Applicable**

Instructions to Bidders Reference	Data relevant to the ITB
	The source of exchange rate shall be: **Bank of Tanzania** The date for the exchange rate shall be: 5th November 2020.
ITB 33.1	A margin of preference ***shall not*** apply.
ITB 33.3	**N/A**
F. Award of Contract	
ITB 42.1	The Advance Payment shall be limited to 100% of the Contract/Invoice Price.

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: DFA/SVS/ 20-21/046

A Evaluation Methodology

1. Methodology Used

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

2. Summary of Methodology

2.1 The Technical Compliance Selection (TCS) methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

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

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

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

2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.

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

(a) proof of registration issued by EAC for bidders currently registered with EAC or a copy of the Bidder's Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with EAC;

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

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

(d) a declaration that the Bidder is not under suspension by EAC, an international organisation or any of the Partner States;

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

4. Administrative Compliance Criteria

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

C Detailed Evaluation Criteria

5. Commercial Criteria

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

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

(b) acceptable mobilisation period.

6. Technical Criteria

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

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

D Financial Comparison Criteria

6. Costs to be included in Bid Price

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

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

(b) taxes, duties and levies;

7. Margin of Preference

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

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

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

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

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

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

8. Determination of Best Evaluated Bid or Bids

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

E Post-qualification/Due Diligence

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

Section 4: Bidding Forms

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Standard Bid Forms

1. Bid Submission Sheet 27
2 Bid Security 29
4. Price Schedule 30
5 Qualification Form 31

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its bid]

1. Bid Submission Sheet

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

Procurement Reference No: [*insert Procurement Reference number*]

To: **EAST AFRICAN COMMUNITY SECRETARIAT**

We, the undersigned, declare that:

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

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

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

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

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

(f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;

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

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

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

[or]

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

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

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [*insert complete name of*

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

Name and address of Recipient	Purpose/Reason	Currency and Amount

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

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

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

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

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

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

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

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

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

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

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

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid].

2. Bid Security

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

Procurement Reference No.: [insert Procurement Reference Number]

To: **EAST AFRICAN COMMUNITY SECRETARIAT**

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Services]*, hereinafter called "the Bid."

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or
2. If the Bidder, having been notified of the acceptance of its bid by EAC, during the period of bid validity, fails or refuses to:
   (a) sign the Contract in accordance with ITB Clause 39; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 41; or
   (c) accept the correction of its bid by EAC, pursuant to ITB Clause. 29;

   we undertake to pay EAC up to the above amount upon receipt of its first written demand, without EAC having to substantiate its demand, provided that in its demand EAC states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[insert date in accordance with ITB Clause 19.3]*, and any demand in respect thereof should be received by the Guarantor no later than the above date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

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

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

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

4. Price Schedule

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

Procurement Reference No: *[insert Procurement Reference number]*

Name of Bidder: *[Insert the name of the Bidder]*

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

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

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

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

Duly authorised to

sign the bid for

and on behalf of: *[insert complete name of Bidder]*

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

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

5. Qualification Form

Name of Bidder:	

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

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

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

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

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

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

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

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

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

or *[delete statement which does not apply]*

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

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

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

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

Duly authorised to sign

the Qualification Form

for and on behalf of: *[insert complete name of Bidder]*

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

Section 5: Eligible Countries

Procurement Reference Number: DFA/SVS/ 20-21/046

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

A country shall not be eligible if:

(a) as a matter of law or official regulation, any Government of East African Partner States and/or the East African Community, prohibits commercial relations with that country, provided that EAC is satisfied that such exclusion does not preclude effective competition for the provision of services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, any Government of East African Partner States prohibits any import of Services from that country or any payments to persons or entities in that country.

Section 6: Statement of Requirements

Procurement Reference Number: **DFA/SVS/ 20-21/046**

Technical requirements (*insert the requirements*)

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

ANNEX II: TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE PROVISION OF MAINTENANCE SERVICES FOR VIDEO CONFERENCE EQUIPMENT.

Background information:

The 16th Ordinary Summit of the East African Community Heads of State held on 20th February 2015 in Nairobi, Kenya launched the video conference facilities. the 36th Meeting of the EAC Council of Ministers held in Kampala, Uganda on 20th February 2018 directed the Secretariat be conducting meetings through the EAC VC System.

The EAC-VC system is designed to be a closed user network of VC infrastructure equipment and video terminals connected by point-to-point links based on the Multi-Protocol Label Switching (MPLS) technology. The VC infrastructure equipment is installed at Arusha and includes VC control server, multipoint control unit, gateways, and video-recording server. There are also video terminals in Arusha. The VC equipment at the Partner States are in ministries responsible for EAC affairs also Institutions of EAC are video-terminals only. All the Video conference equipment are interconnected on MPLS network.

Video terminals from third party VC networks as well as other terminals outside the closed user network will be able to access the EAC-VC system through Internet connectivity.

Point to Point MPLS connection for six Ministries responsible for EAC Affairs, 5 EAC Institutions (EAHRC, EASTECO, LVBC, LVFO AND EAKC) All Linked to EAC Headquarters, due to higher utilization of the VC system, there is a need to always do route maintenance.
The main activities to be done during the maintenance are as follows;

Tasks during a service maintenance

I. Cameras – need to fine tune the cameras and alignment for all three cameras per site
II. Update the firmware for touch pads
III. Check and correct the cabling
IV. Dusting of the backend framing and cabinets

V. Check UPS status and advice the next action
VI. Adjust the table screen with regards to the screens setting
VII. Check and reset the Microphones
VIII. Check and adjust the displays
IX. Update the endpoint firmware to the latest stable version
X. Boot up the endpoint and make sure it registers to the CUCM

For the sites with Ex90, dust the endpoint and perform a software upgrade, and confirm it can register to the VCS-C

SUBMISSION OF PROPOSALS:

a) Technical Proposal in one original and two copies
b) Financial Proposal in one original and two copies

Note that the bidding will be a one stage two envelopes. Where the financial proposal will be a different envelope to be opened for those who will have passed the technical evaluation.

CRITERIA FOR PRELIMINARY AND TECHNICAL EVALUATION

		Name of Bidders					
NO	**Mandatory Requirements**						
1	Certificate of Registration/ Incorporation						
2	Current Business Licence						
3	Tax Identification Numbers						
4	Tax Compliance Certificate						
5	VAT Certificate or Exemption						
6	Bid Document Completeness						
7	Bid Validity of 120 days						
8	Power of Attorney (where applicable)						
	C/NC						

KEY: C=Compliant NC= Non- Compliant

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

TECHNICAL EVALUATION

The criteria for technical evaluation will be based on the evaluation grid indicated below:

No.	Criteria	Pass/fail
1.	Experience of the firm in the field of Video Conference of not less than 3 years	
2.	Evidence of at least two assignments of the same nature (property management services to buildings), complexity and value implemented during the last three years in the Region.	
3.	Recommendation letters from three clients	
4.	Experience and qualification of the personnel expected to carry out the work. Attach relevant CV. Leading Manager with qualifications in Unified Communication systems and experience of 5 years' experience. **Others:** ▪ Bachelor's Degree in IT or other related fields ▪ Must have update professional certificate in a unified communication system ▪ Must have industry specialized certification in a similar solution integration ▪ Engineers presented in the bidding document must have at least experience of 10+ years working on similar work. This experience must be justified by the signed certificate.	
5.	Show evidence of application of information technology and innovations	

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

Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services

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Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services

A General Provisions

1 Definitions

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

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

(a) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.

(b) "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

(c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

(d) "Day" means working day. "Month" means calendar month.

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

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

(g) "Party" means EAC or the Provider, as the case may be, and "Parties" means both of them.

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

(i) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by EAC and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

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

(k) "Services" means the services to be performed by the Provider as described in the contract.

(l) "Subcontractor" means any natural person, private or government EAC, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.

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

1.4 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between EAC and the Provider.

2 Corrupt Practices

2.1 It is EAC's policy to require that EAC staff as well as Bidders and Providers under EAC financed procurement, observe the highest standards of ethics during the procurement and execution of such procurement. In pursuit of this policy, EAC:

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

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

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

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

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

b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded an EAC funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any contract irrespective of the funding source.

2.2 The Provider shall permit EAC to inspect the Provider's accounts and records relating to the performance of the Services and to have them audited by auditors appointed by EAC if so required.

2.3 In pursuit of the policy defined in GCC Clause 2.1, EAC may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAC or of a Provider, during the procurement or the execution of that contract.

B The Contract

3 Contract Documents

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Provider's Bid as amended by clarifications,

(c) Special Conditions of Contract,

(d) General Conditions of Contract,

(e) Statement of Requirements,

(f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

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

3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by EAC or the Provider may be taken or executed by the authorised representatives specified in the SCC.

3.5 The Contract constitutes the entire agreement between EAC and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4 Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of Tanzania unless otherwise specified in the SCC.

5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and EAC, shall be written in English unless specified otherwise in the SCC.

6 Notices

6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

7.1 EAC or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

8.1 The Provider shall request approval in writing from EAC of all sub-contracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Sub-contracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

9.1 EAC may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.

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

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

10 Change in Laws

10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Tanzania or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/o r the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

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

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

12 Force Majeure

12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are

beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 Force Majeure shall not include

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor

(b) any event which a diligent Party could reasonably have been expected to both:

(i) take into account from the effective date of the Contract; and

(ii) avoid or overcome in the carrying out of its obligations; nor

(c) insufficiency of funds or failure to make any payment required hereunder.

12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

(a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and

(b) minimise the consequences of any event of Force Majeure.

12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

13 Suspension of Assignment

13.1 EAC may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations

under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

(a) specify the nature of the failure; and

(b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

14 Termination

14.1 EAC may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;

(b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to EAC;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;

(d) the Provider submits to EAC a statement which has a material effect on the rights, obligations or interests of EAC and which EAC knows to be false;

(e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

(f) EAC, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or

(g) the Provider, in the judgment of EAC, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

(h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

(a) EAC, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for EAC's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by EAC at the Contract terms and prices. For the remains supplies, EAC may elect:

(i) to have any portion completed and delivered at the Contract terms and Prices: and/or

(ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

14.3 The Provider may, by not less than thirty days written notice to EAC, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:

(a) EAC fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;

(b) EAC is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by EAC of the Provider's notice specifying such breach;

(c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or

(d) EAC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Services

15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or completion;

(b) the obligation of confidentiality set forth in GCC Clause 3;

(c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and

(d) any right which a Party may have under the Governing Laws.

16 Cessation of Services

16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

17 Settlement of Disputes

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

17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within

twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the provisions of the East African Court of Justice for Arbitration or such other formal mechanism specified in the SCC.

18 Liquidated Damages

18.1 If so stated in the SCC, the Provider shall pay liquidated damages to EAC at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. EAC may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

18.2 If the Completion Date is extended after liquidated damages have been paid, EAC shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.

19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of the Services

20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.

20.2 The completion of the Services shall be in accordance with the Agreement.

C Obligations of EAC

21 Provision of Information and Assistance

21.1 EAC shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to EAC at the end of the period of the Contract.

21.2 EAC shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

21.3 EAC shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D Payment

22 Contract Price

22.1 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.

22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.

22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

23.1 Procurement shall be at fixed prices which shall not be revised or varied.

24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, EAC shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by EAC shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to EAC in writing by production of an invoice supported by the documentation required and as specified in the SCC.

24.3 Unless otherwise specified in the SCC, payments shall be made by EAC, no later than thirty days after submission of a request for payment by the Provider and its certification by EAC. EAC shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, EAC shall promptly advise the Provider of the reasons for rejection.

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

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

25 Advance Payment Guarantee

25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee and shall be valid for the period stated in the SCC.

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

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

E Obligations of the Provider

26 Obligations of the Provider

26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify EAC against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.

26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of EAC in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard EAC's legitimate interests, pursuant to Conditions of this Contract

26.4 The Provider shall obtain EAC's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;

(b) any other action that may be specified in the SCC.

26.5 The Provider shall furnish EAC with any personnel data or information required by EAC to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

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

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

28 Code of Conduct

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

29 Indemnification

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

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

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

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

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

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

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

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

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

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

30 Insurance to be Taken Out by the Provider

30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and

maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by EAC as shall be specified in the SCC.

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

31 Accounting, Inspection and Auditing

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

F Performance of the Services

32 Scope of Services

32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

33 Provider's Personnel

33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to EAC, takes charge of the performance of the Services.

34 Working hours of the Personnel

34.1 Where the Services are performed on a regular basis at the premises of EAC, the Provider shall work the hours agreed with EAC where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If EAC requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

36 Performance Security

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to EAC.

36.2 The proceeds of the Performance Security shall be payable to EAC as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

36.3 The Performance Security shall be in one of the forms stipulated by EAC in the SCC, or in another form acceptable to EAC.

36.4 The Performance Security shall be discharged by EAC and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, unless specified otherwise in the SCC.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **DFA/SVS/ 20-21/046**
GCC 1.2(e)	**Eligible Countries:** The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.4	**Authorised Representatives:** The Authorised Representatives are: For EAC: **Secretary General** For the Provider:
GCC 4.1	**Law:** The Governing Law shall be the Law of Tanzania.
GCC 5.1	**Language:** The language of the contract shall be English.
GCC 6.1	For **notices**, EAC's address shall be: Attention: **The Secretary General** Street Address: **EAC Close** Floor/Room number: **Ground Floor, Room G 113** Town/City: **Arusha** PO Box: **1096** Country: **Tanzania** Telephone: **Fax +255 27 2162190** Facsimile number: **Tel +255 27 2162100** Email address: eacprocurement@eachq.org For **notices**, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:
GCC 17.2	Dispute settlement: The Dispute settlement shall be the EACJ
GCC 18.1	Liquidated Damages ***of 10% shall*** apply.

GCC clause reference	Special Conditions of Contract
GCC 19.1	**Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: **1st December 2020**
GCC 20.1	**Completion:** The Services shall be completed by/shall be performed for a period of: **as per the terms of reference.**
GCC 22.2	**Excluded costs:** The following costs are excluded from the Contract Price: **utility bills like electricity, water, security, insurance and telephone** plus cost of tendering incurred by the Bidder among others
GCC 22.3	**Payment Schedule:** The payment schedule shall be: **quarterly**
GCC 24.2	**Documentation for Payment:** The following documentation shall be required: tax invoices requesting payments and reports if applicable.
GCC 24.3	**Payment Period:** Payment shall be made by EAC within 30 *days* of receipt of the invoice certified and the relevant documents specified in Clause 24.2.
GCC 25.1	An Advancement Payment Guarantee ***shall*** **not** be required. **Not Applicable** The amount of the Advance Payment Guarantee shall be for the full amount of the advance. The period of validity of the Advance Payment Guarantee shall be: full validity contract period.
GCC 26.4(b)	**EAC's prior approval:** EAC's prior approval is also required for: **sub-contracting**
GCC 29.3	**Total Liability:** The total liability under the Contract shall be **up to the contract amount**
GCC 30.1	**Insurance taken out by Provider:** The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 34.1	**Working hours:** The working hours for the Provider shall be**: as per the requirements of the terms of reference**.
GCC 36.1	**Performance Security:** A Performance Security shall be required. The amount and currency of the Performance Security is: **10 per cent of the contract value in United States Dollars.**
GCC 36.3	**Form of Performance Security:** The forms of acceptable Performance

GCC clause reference	Special Conditions of Contract
	Security are: bank guarantee from a reputable bank with an established branch in Tanzania.
GCC 36.4	**Discharge of Performance Security:** The Performance Security shall be discharged upon satisfactory performance and completion of the contractual obligations

Section 9: Contract Forms

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CONTRACT

BETWEEN

THE EAST AFRICAN COMMUNITY

AND

…… [*Insert name of service provider*]

FOR

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

THIS CONTRACT is made

BETWEEN

[name of Organ or Institution] (*hereinafter called the "…….")* situated at ***[insert the address, phone, fax and email of the Organ or Institution]*** **of the one part,**

AND

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

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

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

WHEREAS, the ***[name of Organ or Institution]*** wishes to engage ***[name of the Contractor]*** to perform the services hereinafter referred to, and

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

NOW THEREFORE THE PARTIES HEREBY AGREE as follows: -

1. Interpretation

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

(2) The following documents shall constitute the Contract between the Organ or Institution and the Contractor, and each shall be read and construed as an integral part of the Contract:

(a) This Contract

(b) Section I – General Conditions of Contract

(c) Section II – Special Conditions of Contract

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

2. Engagement and Services

(a) Engagement

The **[Organ/ Institution]** hereby engages **[Contractor]** as a Service Provider and the Service Provider hereby agrees to provide the Services specified in this Contract.

(b) Services

The **[Contractor]** shall provide the following services to the **[Organ/ Institution]**
[Insert Technical Requirements or Terms of reference]

(c) Standard of Services

(i) All services provided by [**the Contractor]** shall be provided with promptness and diligence in the manner and at a level of proficiency expected of a Contractor that possess the technical capacity, expertise, competence and experience that **[the Contracto**r] has represented to the **[Organ/ Institution]** and in accordance with the standards of the East African Community.

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

3. Price and Payment

(a) In consideration of performing the services specified by this Contract, the **[Organ/ Institution]** shall pay [**the Contractor]** the amount of **United States Dollars …….. [indicate whether price inclusive of taxes].**

(b) The Contract amount shall be final and not subject to revision and shall constitute the only financial entitlements which shall be disbursed to [**the Contractor]** by the **[Organ/ Institution]**.

(c) The Contractor's request for payment shall be made to **[Organ/ Institution]** in writing, accompanied by invoices describing, as appropriate, the services performed, upon fulfilment of all other obligations stipulated in this Contract.

(d) Payment will be made to the **[Organ/ Institution]** Thirty (30) days from delivery and certification of invoices except where this is varied in the Special Conditions of the Contract.

(e) Payment shall be made electronically to the following Bank Account of the Service Provider:

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

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

4. Law Applicable

This Contract is governed and shall be construed and interpreted in accordance with the laws of ……. ***[Insert law of the Partner State where the Organ or Institution is domiciled].***

5. Commencement and Duration

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

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

[Name of Organ or Institution]	***[Name of Contractor]***
Signature:……..	***Signature:……***
Name:……	***Name:……***
Title:……..	***Title…….***

Appendices

Appendix A Statement of Requirements

Appendix B Breakdown of Contract Price in USD

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

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

Performance Security

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

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

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

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

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

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

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

This security is valid until the *[insert number]* day of *[insert month], [insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

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

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

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

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

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

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

_____

(Name and Signature of Bidder or his Representative)

Date: _____

_____

(Name and Signature of the accompanying EAC Official)

Date: _____

EAC Stamp

Note 1: This form shall be completed at the time of the visit to the site where the deliverables are to be carried out.
Note 2: If the bidder has visited the site, this site visit certificate will be stamped

2. Bank Guarantee for Advance Payment

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

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

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

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

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

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

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[1] *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*[2]*]*.

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

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

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[1] *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.*

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

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

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

SECTION V. THE CONTRACTING AUTHORITY'S NOTIFICATION OF AWARD

Notification of Award

[letterhead paper of the Contracting Authority]

[date]

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

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

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

Authorized Signature: _____
Name and Title of Signatory: _____

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

BIDDER DUE DILIGENCE FORM

EAST AFRICAN COMMUNIITY
P. O. BOX 1096……..
……..
……..
…….

INSTRUCTIONS:

1. Complete all sections and return with applicable support documentation to the above address. All the sections of the form and all support documentation shall be submitted in English only. If the documentation is in language other than English or French, it should be accompanied by a certified translation.

2. Incomplete submissions will not be processed.

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

1

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

Section 2: Financial Information

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

3. Bank Name:	**4. Bank Account No.:**
5. Address of Bank (City/State/Region/Postal Code):	**6. Country:**
7. Swift Code or ABA Bank or National Clearing Number:	**8. Branch** ☐ **Main Office:** ☐

9. Intermediary Bank (Alternate payee), if required:

10. Bank Name:	**11. Bank Account Number:**
12. Address of Bank (City/State/Region/Postal Code):	**13. Country:**

14. Swift Code or ABA Bank Number:

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

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

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

☐ ☐

(If yes, please attach a detailed explanation)

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

Yes ☐ **No** ☐

(if yes, please attach a detailed explanation)

☐ ☐

(If yes, please list former name(s)

Section 4: Goods/Services Classification

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

☐ **Manufacturing** ☐ **Distributor** ☐ **Retailer** ☐ **Leasing** ☐ **Wholesaler** ☐ **Maintenance**

☐ **Service** ☐ **Consulting** ☐ **Works**

Other (please specify)_____

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

3. Company literature attached:

☐ **Catalogue** ☐ **Brochure** ☐ **Other (specify)** _____

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

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

Functional Title (please print):

Attachments:

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

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

Send completed application to: eacprocurement@eachq.org