EAST AFRICAN COMMUNITY

OPEN BIDDING DOCUMENT

SUBJECT OF PROCUREMENT: SUPPLY OF ICT EQUIPMENT – 63 TABLETS -12 LAPTOP – 12 DESKTOPS COMPUTERS AND 12 UPS FOR EAST AFRICA LEGISLATIVE ASSEMBLY.

REFERENCE NUMBER: EAC/GDS/22-23/0014

DATE OF ISSUE: MAY, 2023

Standard Bidding Document

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Standard Invitation to Bidders

INVITATION TO BID

SUPPLY OF ICT EQUIPMENT – TABLETS -LAPTOP - DESKTOPS COMPUTERS AND UPS FOR EALA.

Dear Sirs/Madam,

1. The East African Community (EAC) is the regional intergovernmental organisation comprised of the Republic of Burundi, Republic of Kenya, Republic of Rwanda, Republic of Uganda, the United Republic of Tanzania, and most recently the Republic of South Sudan. The Treaty for Establishment of the East African Community was signed on 30th November 1999 and entered into force on 7th July 2000.
2. The EAC's legal and institutional frameworks are based on the EAC Treaty. There are there three organs EAC headquartered in Arusha Tanzania vis The East African Community Secretariat, the East African Legislative Assembly Acts, and the various Protocols; the institutional framework consists of the Executive, Legislative and East African Court of Justice

3. EAC has been allocated funds to be used for the acquisition for the **SUPPLY OF ICT EQUIPMENT – TABLETS -LAPTOP - DESKTOPS COMPUTERS AND UPS FOR EALA.**

4. EAC invites your sealed bid clearly mentioned- **SUPPLY OF ICT EQUIPMENT – TABLETS -LAPTOP - DESKTOPS COMPUTERS AND UPS FOR EALA**

5. Bidding will be conducted through the **Open bidding procedure**.

Further information from may be obtained during office hours i.e. **09.00am to 5.00pm EA** time at the address given below:

Bids must be delivered to the address below on or before 9th June, Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below

To: Secretary General,
East African Community,
EAC Close, Ground Floor, Secretariat Wing, EAC Complex
P. O. BOX 1096, Arusha
E-mail- eac@eachq.org/ eacprocurement@eachq.org; sgoffice@eachq.org
Fax +255 27 2162190
Tel +255 27 2162100

Signature:

Ponventra Anjimbi

PART 1 – Bidding Procedures

Section 1: Instructions to Bidders

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Section 1: Instructions to Bidders

A. General

1. Scope of Bid

1.1 The EAC as indicated in the Bid Data Sheet (BDS), invites bids for the provision of Supplies and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

1.2 Throughout these Bidding Documents:

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

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

(c) "day" means working day.

1.3 Procurement will be undertaken in compliance with the EAC Procurement Policies and Procedures Manual 2016.

2. Source of Funds

2.1 EAC as indicated in the BDS has an approved budget from **Partner States** funds towards the cost of the procurement named in the BDS. EAC intends to use these funds to place a contract for which these Bidding Documents are issued.

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

3. Corrupt Practices

3.1 It is the EAC's policy to require that all EAC Staff as well as 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;

(V) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede an EAC or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the EAC or governmental or inspection and audit rights.

(b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(i) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become an EAC contractor;

(ii) will cancel or terminate any ongoing contract with the bidder /the contractor;

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

(iv) will forfeit the bid or performance securities of the bidder /the contractor;

(v) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by their engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for EAC's contracts are determined and recovered, and

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

(c) 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;

(d) 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 Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, EAC may terminate a contract or cancel a contract if it at any time determines that corrupt, fraudulent, collusive or

coercive practices were engaged in by representatives of the 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 the 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 public procurement or process for a period determined by the EAC, where the provider is debarred from the procurement processes of an international agency or 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 SG of the EAC.

4. Eligible Bidders

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

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

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

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

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

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

4.2 A Bidder may be a natural person, private entity; government owned, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, 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 services.

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

(a) have controlling shareholders in common; or

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

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

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

(e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or

(f) participated as a consultant in the preparation of the design or technical specifications of the Supplies and related services that are the subject of the bid.

4.5 A firm that is under a declaration of suspension by EAC in accordance with ITB Clause 3.5, 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 the EAC, as the EAC shall reasonably request.

5. Eligible Supplies and Related Services

5.1 All Supplies and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2 For purposes of this Clause, the term "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

5.3 The term "country of origin" means the country where the Supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Supplies shall not determine their origin.

5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply in East Africa the Supplies indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Supplies
- 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 a Bidding Document is obtained from EAC on a Bidder's behalf, the Bidder's name must be registered with the EAC at the time of sale and issue.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation 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

A prospective Bidder requiring any clarification of the Bidding Document shall contact EAC in writing at the EAC's address indicated in the BDS. The and 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 the

EAC deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, 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 Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid and Communications

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

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

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

11. Documents Comprising the Bid

The bid shall comprise the following:

(a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 21;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;

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

(e) documentary evidence in accordance with ITB Clause 17 establishing that the Supplies and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Supplies and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

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

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

12. Bid Submission Sheet and Price Schedules

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

(a) the reference of the Bidding Document and the number of each addenda received;

(b) a brief description of the Supplies and Related 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 of nationality of the Bidder;

(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; except for alternative bids in accordance with ITB Clause 13;

(j) confirmation that the Bidder has not been suspended by the Authority;

(k) a declaration on gratuities and commissions; and

(l) an authorised signature.

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

(a) the item number;

(b) a brief description of the Supplies or Related Services to be supplied;

(c) their country of origin and percentage of East African regional content;

(d) the quantity;

(e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);

(f) customs duties and all taxes paid or payable in ;

(g) the total price per item;

(h) subtotals and totals per Price Schedule; and

(i) an authorised signature.

13. Alternative Bids

13.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.

13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -

(a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;

(b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and

(c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.

13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled "Main Bid" and "Alternative Bid".

13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, excluding any discounts offered.

14.4 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 12.1(d) and ITB Sub-Clause 14.8 respectively.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the EAC. This shall not in any way limit EAC's right to contract on any of the terms offered:

(a) for Supplies;

(i) the price of the Supplies, quoted CIP or other Incoterm as specified in the BDS;

(ii) all custom duties, sales tax, and other taxes applicable in , paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) for Related Services;

(i) the price of the Related Services;

(ii) all custom duties, sales tax, and other taxes applicable in , paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual Procurement (lots) or for any combination of Procurement (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Procurement within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

(a) for Supplies and Related Services originating in Tanzania , the bid prices shall be quoted in US Dollars , unless otherwise specified in the BDS; and

(b) for Supplies and Related Services originating outside Tanzania, or for imported parts or components of Supplies and Related Services originating outside , the bid prices shall be quoted in US Dollars unless otherwise specified in the BDS.

15.2 Alternatively, EAC may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the EAC's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the EAC to express its offer in the currency required by the EAC. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty one (21) days.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Eligibility of Supplies

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

17.2 Bidders with a current registration with 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. Documents Establishing the Conformity of the Supplies

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

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

18.3 If so stated in the BDS bidders may be required to submit representative samples of the Supplies being offered and/or be requested to demonstrate the operation of the supplies to EAC.

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

19. Documents Establishing the Qualifications of the Bidder

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

20. Period of Validity of Bids

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

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

20.3 In exceptional circumstances, prior to the expiration of the bid validity period, the EAC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or a Bid Securing Declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security 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.

21. Bid Security or Bid Securing Declaration

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

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of or a freely convertible currency, and shall:

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

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

c) be substantially in accordance with the form 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 21.6are invoked;

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

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

21.4 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.

21.5 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.

21.6 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 20.2; or

If the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish any Performance Security in accordance with ITB Clause 44; or

(iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.

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

22. Format and Signing of Bid

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

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in shall be registered and if signed outside, 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.

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

D. Submission and Opening of Bids

23 Sealing and Marking of Bids

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

23.2 The inner and outer envelopes shall:

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

(b) be addressed to EAC in accordance with ITB Sub-Clause 24.1;

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

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

24 Deadline for Submission of Bids

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

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

25 Late Bids

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

26. Withdrawal and Replacement of Bids

26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b) received by the EAC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.

26.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27. Bid Opening

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

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

All other envelopes including those marked "REPLACEMENT" shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

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

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details that EAC may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 EAC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security Bid Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on EAC's Notice Board within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.

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

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact EAC on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

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. All requests for clarification shall be copied to all bidders for information purposes. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the and EAC in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

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

30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation is a deviation 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.

30.3 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.

31. Nonconformities, Errors, and Omissions

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

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

31.3 Provided that a bid is substantially compliant and responsive, EAC shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.

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

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

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 EAC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies and related services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, EAC determines that the Bidder, the Supplies and/or the related Services are not eligible, it shall reject the bid.

32.3 EAC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 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 Supplies and Related Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

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

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

33. Detailed Commercial and Technical Evaluation

33.1 EAC shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 If, after the examination of the terms and conditions, EAC determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

33.3 EAC shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.

33.4 If, after the technical evaluation, EAC determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency

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

35. Margin of Preference

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

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

(a) Group A: Goods manufactured in , for which (i) labour, raw materials, and components from within EAC account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufacture is in on the date of bid submission.

(b) Group B: Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.

35.3 Bidders claiming eligibility for a Margin of Preference must provide documentary evidence that at least thirty percent of the labour, raw materials and components of the goods originate in and that the production facility in which the goods are to be assembled or processed is engaged in the manufacturing, assembling or processing of the goods at the time of submission of the bid.

36. Financial Comparison of Bids

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

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

36.3 EAC's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare bids, EAC shall:

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

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

(e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;

(f) convert all bids to a single currency in accordance with ITB Clause 34;

(g) apply any margin of preference in accordance with ITB Clause 35;

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

37. Determination of Best Evaluated Bid(s)

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

38. Post-qualification of the Bidder

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

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

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

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

F. Award of Contract

39. Award Procedure

39.1 EAC shall issue a Notice of Best Evaluated Bidder within 5 working days after the decision of the Procurement Committee to award a contract, place such Notice on its website for a prescribed period, and copy the Notice to all Bidders.

39.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated bidder notice.

39.3 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.

39.3 Negotiations will only be held in exceptional circumstances as provided for under EAC Procurement Policies and Procedures Manual

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

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 without thereby incurring any liability to Bidders.

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

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

41.2 Negotiations will only be held in exceptional circumstances.

42. Signing and Effectiveness of Contract

42.1 On expiry of the fourteen (14) working day period after the display of the Best Evaluated Bidder, and upon approval of the EAC Legal Counsel where applicable, EAC shall sign a contract with the successful Bidder.

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

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

43. Debriefing

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

44. Performance Security

44.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the 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 or a foreign Bank through correspondence with a Bank located in. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

45. Advance Payment and Security

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

46. Administrative Review

Bidders may seek an Administrative Review by the Secretary General in accordance with the EAC Procurement Policies and Procedures Manual 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 buying entity is: **EAC**
ITB 1.1	The subject of procurement is- **SUPPLY OF ICT EQUIPMENT – TABLETS -LAPTOP - DESKTOPS COMPUTERS AND UPS FOR EALA.**
ITB 1.1	The Procurement Reference number of the Bidding Document is: **EAC/GDS/22-23/0014**
ITB 1.1	The number and identification of lots comprising this Bidding Document is: **N/A** The minimum and maximum number of Lots a Bidder may bid for is: N/A
ITB 5.5	The Bidder shall/shall be required to include with its Bid, documentation from the Manufacturer of the Supplies that it has been duly authorised to supply, in East Africa and the Supplies indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7	For clarification purposes only, EAC's address is: To. **Secretary General** Attention: **The Secretary Procurement Committee** Street Address: **East African Community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex** Floor/Room number: **Ground Floor, Room G113** Town/City: **Arusha** PO Box No: **1096** Country: **Tanzania** Facsimile number: **+255 27 2162190** Tel: **+255 27 2162100** Email: eacprocurement@eachq.org
ITB 7	EAC will respond to any request for clarification provided that such request is received no later than **9th June, 2023**
C. Preparation of Bids	
ITB 10.1	The medium of communication shall be in writing.
ITB 10.2	The language for the bid is English.
ITB 11 (h)	The Bidder shall submit with its bid the following additional documents:

Instructions to Bidders Reference	Data relevant to the ITB
ITB 13.1	Alternative Bids **are not** be permitted.
ITB 14.5	The Incoterms edition is: **2000**
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms: **CIP ARUSHA**
ITB 14.7	The prices quoted by the Bidder shall be: **FIXED**
ITB 15.1(a)	For Supplies and Related Services originating in the currency of the bid shall be: **UNITED STATES DOLLARS**
ITB 15.1(b)	For Supplies and Related Services originating outside of the currency of the bid shall be: **UNITED STATES DOLLARS**
ITB 18.3	Bidders shall provide a representative sample of the Supplies as detailed in Section 6 Statement of Requirements. **Not applicable** Bidders shall provide a demonstration of the use of the supplies during the evaluation process. **Not applicable**
ITB 20.1	Bids shall be valid: **For 90 calendar days**
ITB 21.1	N/A
ITB 21.2	N/A
ITB 21.3	N/A
ITB 22.1	In addition to the original of the Bid, the number of copies required is: **two copies**
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, EAC's address is : To: **Secretary General** Attention: **The Secretary, Procurement Committee** 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: **9th June, 2023** Time (local time): **11.00 am**
ITB 27.1	The bid opening shall take place at: As per **ITB 24.1** **The Secretary, Procurement Committee** Street Address: **EAC Close** Floor/Room number: **EAC Registry, Ground Floor, EACJ Wing** Town/City: **Arusha** Country: **Tanzania**

Instructions to Bidders Reference	Data relevant to the ITB
	Date: 9th June, **2023** Time (local time): **11.00 am** Time: **11.15am Local time**
E. Evaluation of Bids	
ITB 34	The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: N/A
ITB 35.1	A margin of preference shall not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria. **Not applicable**
ITB 35.3	N/A
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: **N/A** The maximum percentage by which quantities may be decreased is: N/A
ITB 45.1	N/A

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: EAC/GDS/22-23/0014

A Evaluation Methodology

1. Methodology Used

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

2. Summary of Methodology

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

2.2 The evaluation shall be conducted in three sequential stages –

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

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

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

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

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for:-

(a) Eligible Bidders in accordance with ITB Clause 4; and

(b) Eligible Supplies and Related Services in accordance with ITB Clause 5.

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

(a) a certificate of registration issued by the Authority for bidders currently registered with the Authority 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 the Authority;

(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 in the Bid Submission Sheet that the Bidder is not under suspension by the Authority;

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

3.3 A Power of Attorney which if signed in Tanzania shall be registered; or if signed outside Tanzania shall be notarized authorising signature of the bid on behalf of the Bidder.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) 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. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:

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

(b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies;

(c) acceptable delivery schedule.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

6.2 The Statement of Requirements details 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

7. Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:

(a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;

(b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

(a) Adjustment for deviations in the schedule of payment, if applicable.

(b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

9.1 If the BDS specifies a margin of preference to goods manufactured in for the purpose of bid comparison, the following procedures will apply:

(a) 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' declaration of origin.

(b) All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B it will be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the ex-factory/ex-warehouse bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.

10. Determination of Best Evaluated Bid or Bids

10.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid. If this Bidding Document includes more than one lot, the best evaluated bid shall be determined separately for each lot.

10.2 **Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, EAC shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.**

E Post-qualification

EAC shall 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 procurement.

Section 4: Bidding Forms

Table of Forms

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Price Schedule for Supplies and Related Services 35
Bid Security 36
Bid-Securing Declaration 37
Manufacturer's Authorisation 38

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

Bid Submission Sheet

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

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

To: **EAC**

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Supplies and Related Services *(insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed)*;

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *(insert the total bid price in words and figures, indicating the various amounts and the respective currencies)*;

(d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our bid is accepted, the following discounts shall apply. *(Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.)*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *(Specify precisely the method that shall be used to apply the discounts)*;

Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *(Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.)*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *(Specify in detail the method that shall be used to apply the discounts)*;

(e) Our bid shall be valid until the date specified in ITB Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;

(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 Authority. *(Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status).*

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

(i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *(insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor);*

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

(k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;

(l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for EAC;

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

(n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *(insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none.")*

Name of Recipient	Address	Reason	Amount & Currency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(o) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

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

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

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

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

Dated on _____ day of _____, _____ *(insert date of signing)*

CODE OF ETHICAL CONDUCT IN PROCUREMENT FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the EAC Procurement Policies and Procedures 2011

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

(a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept Procurement which would constitute a conflict of interest with, any prior or current contract with EAC. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by bidders and providers in the course of procurement processes or the performance of Procurement shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of EAC that might be viewed by others as having an influence on an EAC procurement decision.

6. Inducements

(1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2)Bidders and providers shall not ask a public official to do anything which is inconsistent with the EAC Procurement Policies and Procedures or the Code of Ethical Conduct.

7. Fraudulent Practices

Bidders and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving EAC of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the EAC; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the EAC; and

(f) Withholding information from the EAC during contract execution to the detriment of the EAC.

I ..... agree to comply with the above code of ethical conduct in business.

--- ---

AUTHORISED SIGNATORY ***NAME OF BIDDER/PROVIDER***

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

Price Schedule for Supplies and Related Services

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

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

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

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
Item No.	**Supplies or Related Services**	**Country of origin**	**Percent of n origin as a % of the ex-factory price** [1]	**Quantity (No. of units)**	**Unit prices** [2]		**Import Duties, Sales and other taxes per unit** [2]	**Total Price**
					Ex-factory Ex-warehouse	**Delivery and Incidental Costs**		
(insert number of item corresponding to Statement of Requirements)	*(insert brief description name of Supplies or Related Services)*	*(insert country of origin of the item)*	*(if the margin of preference applies, insert percentage of n origin for this item and include the name and address of the production facility separately below)*	*(insert number of units of this item to be purchased)*	*(insert the unit price of this item, in accordance with the Incoterms stated, but excluding all import duties and taxes, paid or payable in)*	*(insert the unit price for delivery in accordance with the delivery terms(Incoterms)but excluding all import duties and taxes, paid or payable in)*	*(insert all import duties, taxes paid or payable in on this item)*	*(insert the total price for this item, which should equate to columns5x(6+7+8)*

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)*

[1] In accordance with margin of preference ITB Clause 35, if applicable

[2] In accordance with ITB Clauses 14 and 15

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

Bid Security

(Insert EAC Bid Security Template)

(Use Bidder's Letterhead)
(Name of Bidder)
(Physical Address of Bidder)

Bid-Securing Declaration

Date: *(insert date (as day, month and year))*
Subject of procurement and Reference No.: *(insert Procurement Reference Number of bidding process)*

To: **EAC**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. I/We accept that we will automatically be suspended for three years by the EAC from being eligible for bidding in any contract with the EAC if we are in breach of our obligation(s) under the bid conditions, because we:

   (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
   (b) having been notified of the acceptance of our bid by EAC during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by EAC, pursuant to ITB Clause 31;

3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *(insert bid validity date)*,

Signed: *(insert signature of person whose name and capacity are shown)* In the capacity of *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid Securing Declaration)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*

Corporate Seal (where appropriate)
*Please delete as appropriate

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

Manufacturer's Authorisation

(Insert the EAC Template)

Section 5: Eligible Countries

Procurement Reference Number:

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

A country shall not be eligible if:

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

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

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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1. List of Supplies and Related Services

Procurement Reference Number:EAC.GDS/22-23/0014

Item number	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
	ANNEX I		

Item number	Brief Description of Supplies and Related Services	Quantity	Unit of Measure

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

EAST AFRICAN COMMUNITY SECRETARIAT

TABLET TECHNICAL SPECIFICATIONS - 63 PIECES

FEATURE	MINIMUM SPECIFICATIONS	SCORE
Display	Liquid Retina display	4
	• 11-inch (diagonal) LED backlit MultiTouch display with IPS technology	5
	• 2388-by-1668-pixel resolution at 264 pixels per inch (ppi)	3
	ProMotion technology	3
	Fingerprint-resistant oleophobic coating	3
Capacity	512GB	5
Video Recording	• 4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps (Wide)	4
	• 1080p HD video recording at 25 fps, 30 fps, or 60 fps	3
	• 720p HD video recording at 30 fps	3
	• Slomo video support for 1080p at 120 fps or 240 fps	3
	• Cinematic video stabilization (4K, 1080p, and 720p)	3
	Continuous autofocus video	3
Camera	Wide: 12MP, *ƒ*/1.8 aperture	3
	Ultra Wide: 10MP, *ƒ*/2.4 aperture, and 125° field of view	3
	Digital zoom up to 5x	3
	Panorama (up to 63MP)	3
	Sapphire crystal lens cover	2
	Auto image stabilization	3
Speakers	Four speaker audio	4
Microphones	Five studio-quality microphones for calls, video recording, and audio recording	4
Sensors	Ambient light sensor	3
Cellular and Wireless	• 802.11ax Wi-Fi 6E with 2x2 MIMO; simultaneous dual band (2.4GHz and 5GHz)	3
	Bluetooth 5.3 technology	2

	• Gigabit LTE with 4x4 MIMO and LAA	2
	• 5G (sub-6 GHz) with 4x4 MIMO	2
SIM Card	NanoSIM	2
	• eSIM[6]	2
FaceID	Enabled by TrueDepth camera for facial recognition	2
	Unlock tablet	2
	Secure personal data within apps	2
Charging and Expansion	Thunderbolt / USB 4 port	2
Power and Battery	Built-in 28.65-watt-hour rechargeable lithium-polymer battery	3
	Up to 10 hours of surfing the web on Wi-Fi or watching video	2
	Charging via power adapter or USB-C to computer system	2
	Up to 9 hours of surfing the web using cellular data network	2
PRO. Accessories	Support Apple Pencil Magic keyboard	
	TOTAL MARKS	**100**
Original detailed and highlighted Brochures MUST be submitted		

2. LAPTOP SPECIFICATIONS -12 PIECES

Component	Minimum	Recommended
Processor	Inter Dual core i9 11th generation (minimum 4.8 GHz)	Inter dual corei9, 4.8 GHz speed is the minimum required, 11th generation or latest
Memory	16 GB RAM	16 and above GB RAM
Hard Disk drive Solid State Drive (SSD)	1 TB	1 TB with at least 600GB of free space
USB Ports	2 available USB Ports (3 .0 Standard)	More than two available USB ports (3.0. Standard)
Audio Auxiliary ports	1Audio in 1Audio Out	1Audio in 1Audio Out
Ethernet (LAN) Port	10/100/1000BASE-T Gigabit Ethernet-RJ-45 Connector	An Ethernet Port is Required
Wi-Fi wireless networking	IEEE 802.11ac Wi-Fi	wireless network (Wi-Fi) access in addition to wired connections
Screen Size	14 inches	14 inches
Operating System	Windows 10 Professional with license	Windows 10 Professional with license
Microsoft Office	Microsoft office 2019 professional-with license	Microsoft office 2019 professional- 32bit English version is required with license
Anti-virus	Kaspersky Antivirus	Latest Kaspersky Antivirus installed.
Video Out	HDMI	HDMI
Battery Life	7-8 hrs	7-8 hrs
Warranty	2 year	2 years
Year of Manufacture	2021	2022
Laptop bag	Portable laptop bag	

3. DESKTOP SPECIFICATION 12 PIECES

Desktop Computer	specification	
		Small Form Factor;
	Processor	Intel Core i9 Processor, Minimum speed 4.8 Ghz;
	memory	16 GB RAM;
	Hard disk	1TB Hard Disk;
	Ports	RJ45 network port; 8 USB ports; 1 VGA port; 1 serial port;
	Keyboard and mouse	Keyboard and USB scroll optic mouse; Mouse pad;
	screen	23 0r 24" Flat Panel LCD SVGA Color Display;
	network	Network –10/100/1000 Ethernet,
	others	CD-RW/DVD-RW; Full Multimedia with external sound / stereo original speakers;
	software	pre-installed Genuine Windows 10 professional with licenses and recovery CDs; MS Office Professional 2019 with licenses and media CD
12 PIECES UPS		**APC Smart-UPS 750VA, 230V**

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

MAY ATTACH PRODUCT BROCHURES

ANNEX I: PRICE SCHEDULE and SPECIFICATIONS

EVALUATION CRITERIA FOR PLEMININARY AND TECHNICAL EVALUATION

		Name of Bidders					
NO	**Mandatory Requirements**						
1	Certificate of Registration/ Incorporation						
2	Current Business Licence or equivalent						
3	Tax Identification Numbers						
4	Tax Compliance Certificate or equivalent						
5	VAT Certificate where applicable						
6.	Consortium Agreement/Authorisation (where applicable)						
7	Bid Document Completeness						
8	Bid Validity						
9	Power of attorney (where applicable)						
11	Company profile with a list all the Directors						
	C/NC						

KEY: C=Compliant NC= Non- Compliant

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

DETAILED EVALUATION GRID

.

Must meet Technical Specifications (proper and correct authors, titles, publishers, edition, correct number of titles)					
Completeness of the Lots					
Delivery Period					
Price					

<u>Please indicate clearly the following information;</u>

1. **Delivery Period maximum of 10 days from issue of LPO**
2. **Unit Price**
3. **Value Added Tax (VAT) where applicable**
4. **Total price should be inclusive of delivery to East African Community Stores at the Headquarter in Arusha, Tanzania)**

2. Delivery and Completion Schedule

Procurement Reference Number:

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Supplies or Related Services	Delivery/ Completion Period *(days/wks/mths)*	Delivery Point/ Site

3. Specification and Compliance Sheet

Procurement Reference Number:

Column b states the minimum technical specification of the item(s) required by EAC.

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

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	***B***	***c***	***d***
1			
2			
3			
4			
5			
6			
7			
8			

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders

must complete column c or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

4. Drawings

Procurement Reference Number: _____

List of related Drawings		
Drawing number	**Drawing name**	**Purpose**

5. Inspections and Tests

Procurement Reference Number:

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

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Supplies

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Section 7: General Conditions of Contract for the Procurement of Supplies

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) "Completion" means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.

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

(c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means working day.

(f) "Delivery" means the transfer of the Supplies from the Provider to EAC in accordance with the terms and conditions set forth in the Contract.

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

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

(j) "Provider" means the natural person, private or public, 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.

(k) "Related Services" means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.

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

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

(n) "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

(o) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

(a) Agreement,

(b) The Provider's Bid, as amended by any 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.

2.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

3.1 It is the EAC's policy to require that EAC Staff as well as Bidders and Providers undertaking EAC Procurement, observe the highest standard 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 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 such a Contract.

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

3.3 In pursuit of the policy defined in Sub-Clause 3.1, EAC may terminate a Contract for Supplies if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the EAC or of a Provider, during the procurement or the execution of that contract, in accordance with GCC 36.1.

4. Interpretation

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

4.2 Incoterms

(a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) EXW, CIP, and other similar terms, shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the 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.

4.4 Amendment

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

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.6 Severability

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

5. Language

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

5.2 The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the and EAC for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the EAC.

7. Eligibility

7.1 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.

7.2 All Supplies and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

10.1 The 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.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration and Conciliation Act of Cap 4 or such other formal mechanism specified in the SCC.

11. Scope of Supply

11.1 The Supplies and Related Services to be provided shall be as specified in the Statement of Requirements.

11.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Supplies and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

Subject to GCC Sub-Clause 33.1, the Delivery of the Supplies and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

13. Provider's Responsibilities

The Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. and EAC's Responsibilities

14.1 Whenever the provision of Supplies and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities ,

the EAC shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.

14.2 EAC shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

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

15.2 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Provider's request for payment shall be made to EAC in writing, accompanied by invoices describing, as appropriate, the Supplies delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the EAC, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the EAC. The EAC shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, EAC shall advise the Provider of the reasons for rejection.

16.4 The currency or currencies in which payments shall be made to the Provider under this Contract shall be specified in the SCC.

17 Advance Payment Guarantee

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

17.2 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.

17.3 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.

18. Taxes and Duties

18.1 Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national authorities, both within and outside , in connection with the Supplies and Related Services to be supplied under the Contract.

18.2 Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the EAC shall bear and promptly pay all taxes, import duties, and levies imposed by law on the Supplies and Related Services when such Supplies and Related Services are supplied from and delivered or completed outside .

18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Provider, the EAC shall use its best efforts to enable the Provider to benefit from any such tax savings to the maximum allowable extent.

18.4 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 in (called "tax" in this sub-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.

19. Performance Security

19.1 If so stated in the SCC, the Provider shall, within twenty-one (21) 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.

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

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

19.4 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, including any warranty obligations, unless specified otherwise in the SCC.

20. Copyright

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

21. Confidential Information

21.1 EAC and the Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Provider may furnish to its Subcontractor such documents, data, and other information it receives from EAC to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 21.

21.2 EAC shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from EAC for any purpose

other than the design, procurement, or other work and services required for the performance of the Contract.

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

(a) the EAC or Provider need to share with any institution participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1 The Provider shall notify EAC in writing of all sub-contracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

22.2 Sub-contracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1 Technical Specifications and Drawings

(a) The Provider shall ensure that the Supplies and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the EAC, by giving a notice of such disclaimer to the EAC.

(c) The Supplies and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Supplies.

23.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by EAC and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

24.1 The Provider shall provide such packing of the Supplies as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate,

the remoteness of the Supplies' final destination and the absence of heavy handling facilities at all points in transit.

24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by EAC.

25. Insurance

Unless otherwise specified in the SCC, the Supplies provided under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterm or in the manner specified in the SCC.

26. Transportation

Responsibility for transportation of the Supplies shall be in accordance with the Incoterm specified in the SCC.

27. Inspections and Tests

27.1 The Provider shall at its own expense and at no cost to the EAC carry out all such tests and/or inspections of the Supplies and Related Services as are specified in the Statement of Requirements.

27.2 The inspections and tests may be conducted on the premises of the Provider or its Subcontractor, at point of delivery, and/or at the Supplies' final destination, or in another place in as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Provider or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the EAC.

27.3 The EAC or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that EAC bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

27.4 Whenever the Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to EAC. The Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable EAC or its designated representative to attend the test and/or inspection.

27.5 EAC may require the Provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Supplies comply with the technical specifications codes and standards under the Contract, provided that the Provider's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Provider's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

27.6 The Provider shall provide EAC with a report of the results of any such test and/or inspection.

27.7 EAC may reject any Supplies or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Provider shall either rectify or replace such rejected Supplies or parts thereof or make alterations necessary to meet the specifications at no cost to EAC, and shall repeat the test and/or inspection, at no cost to EAC, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.8 The Provider agrees that neither the execution of a test and/or inspection of the Supplies or any part thereof, nor the attendance by EAC or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Provider from any warranties or other obligations under the Contract.

28. Liquidated Damages

If so stated in the SCC and except as provided under GCC Clause 33, if the Provider fails to deliver any or all of the Supplies or perform the Related Services within the period specified in the Contract, EAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, EAC may terminate the Contract pursuant to GCC Clause 36.

29. Warranty

29.1 The Provider warrants that all the Supplies are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

29.2 Subject to GCC Sub-Clause 23.1, the Provider further warrants that the Supplies shall be free from defects arising from any act or omission of the Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in .

29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Supplies, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

29.4 EAC shall give notice to the Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. EAC shall afford all reasonable opportunity for the Provider to inspect such defects.

29.5 Upon receipt of such notice, the Provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Supplies or parts thereof, at no cost to EAC.

29.6 If having been notified, the Provider fails to remedy the defect within the period specified in Sub-Clause 29.5, EAC may proceed to take within a reasonable period such remedial action as may be necessary, at the Provider's risk and expense and without prejudice to any other rights which EAC may have against the Provider under the Contract.

30. Patent Indemnity

30.1 The Provider shall, subject to EAC's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless EAC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the EAC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Supplies by the Provider or their use in or where the Site is located; and

(b) the sale in any country of the products produced by the Supplies.

Such indemnity shall not cover any use of the Supplies or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Supplies or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Provider, pursuant to the Contract.

30.2 If any proceedings are brought or any claim is made against EAC arising out of the matters referred to in GCC Sub-Clause 30.1, EAC shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in EAC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 If the Provider fails to notify EAC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then EAC shall be free to conduct the same on its own behalf.

30.4 EAC shall, at the Provider's request, afford all available assistance to the Provider in conducting such proceedings or claim, and shall be reimbursed by the Provider for all reasonable expenses incurred in so doing.

30.5 EAC shall indemnify and hold harmless the Provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the and EAC.

31. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Provider to pay liquidated damages to EAC; and

(b) the aggregate liability of the Provider to the EAC, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify EAC with respect to patent infringement.

32. Change in Laws and Regulations

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 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 Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the 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 price adjustment provisions where applicable, in accordance with GCC Clause 15.

33. Force Majeure

33.1 The Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

33.3 If a Force Majeure situation arises, the Provider shall promptly notify the EAC in writing of such condition and the cause thereof. Unless otherwise directed by EAC in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34. Change Orders and Contract Amendments

34.1 EAC may at any time order the Provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Supplies to be furnished under the Contract are to be specifically manufactured for the EAC;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Provider.

34.2 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 Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the EAC's change order.

34.3 Prices to be charged by the Provider for any Related Services 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.

35. Extensions of Time

35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Supplies or completion of Related Services pursuant to GCC Clause 12, the Provider shall promptly notify the EAC in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the EAC shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36. Termination

36.1 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 36.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations within thirty days 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;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;

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

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

(h) where Court directs that a contract should be terminated.

36.2 The Provider may, by not less than thirty days written notice to the EAC, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the Contract if:

(a) 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 the EAC of the Provider's notice specifying such breach;

(b) 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

(c) EAC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

36.3 If either Party disputes whether an event specified GCC Clauses 36.1 or GCC Clause 36.2 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 10.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

37. Assignment

Neither the EAC nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: **EAC/GDS/22-23/0014**
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1(o)	The Site for delivery of the Supplies is: **EAC HEADQUARTERS ARUSHA**
GCC 2.1(f)	The other documents forming part of the Contract are: _____
GCC 4.2 (b)	The version of Incoterms shall be: 2000 – CIP ARUSHA
GCC 5.1	The language shall be: English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For **notices**, EAC's address shall be: Attention: **The Secretary Procurement Committee** Street Address: **EAC Close** Floor/Room number: **Ground Floor, Room G 113** Town/City: **Arusha** PO Box: **1096** Country: **Tanzania** Telephone: **Tel +255 27 2162100** Facsimile number: **Fax +255 27 2162190** Email address: eacprocurement@eachq.org For **notices**, the Provider's address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GCC 9	The Governing law shall be the law of the **United Republic of Tanzania**
GCC 10.2	The formal mechanism for the resolution of disputes shall be referred to and in accordance with the provision of the East African Court of Justice.

GCC clause reference	Special Conditions
GCC 12	Date of delivery shall be: _____ The shipping and other documents to be furnished by the Provider are: _____ The point of delivery shall be: _____
GCC 15.2	The price adjustment shall be: ___**not be applicable**
GCC 16.1	The structure of payments shall be: **lump sum after delivery**
GCC 16.3	The payment period shall be: **Payment shall be made by EAC within 30 *days* of receipt of the invoice certified**
GCC 16.4	The currency(ies) for payments shall be: **USD**
GCC 17.1	An advance payment guarantee shall not be required. The period of validity of the Advance Payment Guarantee shall be: _____ **N/A**
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: _____
GCC 18.2	EAC shall be responsible for all taxes, import duties and levies imposed by law on the Supplies except for the following: .....**EAC IS TAX EXEMPT**
GCC 19.1	A Performance Security _____be required. The amount of the Performance Security shall be: _____ The currency shall be: _____
GCC 19.3	The forms of acceptable Performance Securities are: _____
GCC 19.4	Discharge of the Performance Security shall take place: _____
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: _____
GCC 25	The insurance coverage shall be required: Where insurance coverage is required, the supplies shall be insured 110% of the total contract value.
GCC 26	The INCOTERMS shall be: 2000
GCC 28	Liquidated Damages shall not apply. The liquidated damage shall be: _____% per week The maximum amount of liquidated damages shall be: _____
GCC 29.3	The period of validity of the Warranty shall be: **as indicated in the specifications**_____

GCC clause reference	Special Conditions
GCC 29.5	The period within which the Provider shall repair or replace defective supplies shall be: **two weeks after notice**
GCC 31(b)	The amount of aggregate liability shall be: **total contract price**

Section 9: Contract Forms

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Agreement

Procurement Reference No:

THIS AGREEMENT made the _____ day of _____, _____, between _____of _____ (hereinafter "EAC"), of the one part, and _____ of _____ (hereinafter "the Provider"), of the other part:

WHEREAS the EAC invited bids for certain Supplies and Related Services, viz., _____ and has accepted a Bid by the Provider for the provision of those Supplies and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by EAC to the Provider as indicated in this Agreement, the Provider hereby covenants with EAC to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. EAC hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for EAC)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Position:_____

In the presence of:

Name: _____ Position: _____

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

Performance Security

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

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

To: **EAC**

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

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

Dated on _____ day of _____, _____ *(insert date of signing)*

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

Advance Payment Security

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

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

To: **EAC**

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

Dated on _____ day of _____, _____ *(insert date of signing)*

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 COMMUNITY

P. O. BOX 1096……..
……..
……..
……

INSTRUCTIONS:

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

2. Incomplete submissions will not be processed.

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

1

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

Section 2: Financial Information	
1.Gross Annual Turnover for the last …… years (please state currency) (indicates the applicable number of years and turnover respectively)	
3. Bank Name:	4. Bank Account No.:
5. Address of Bank (City/State/Region/Postal Code):	6. Country:
7. Swift Code or ABA Bank or National Clearing Number:	8. Branch ☐ Main Office: ☐
9. Intermediary Bank (Alternate payee), if required:	
10. Bank Name:	11. Bank Account Number:
12. Address of Bank (City/State/Region/Postal Code):	13. Country:
14. Swift Code or ABA Bank Number:	

Section 3: Technical Capability and Information on Goods/Services Offered:
1. Has your company ever filed or petitioned for bankruptcy or re-organisation? Yes ☐ No ☐ (If yes, please attach a detailed explanation, filing date and current status)
2. Has your company ever been terminated for contract non-performance? Yes ☐ No ☐ (If yes, please attach a detailed explanation)

Part 3: Section 8

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

Yes ☐ **No** ☐

(if yes, please attach a detailed explanation)

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

(If yes, please list former name(s)

Section 4: Goods/Services Classification

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

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

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

Other (please specify)_____

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

3. Company literature attached:

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

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

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 – N/A**
- **Copy of your company's environmental policy, if applicable**
- **Explanation of labour disputes, if any**
- **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