
EAC



**Bidding Document
for
Framework Contracts for Goods or
Services**

Subject of Procurement: Tender for Supply of Computer Consumables and Accessories, Fuel, Cafeteria and Motor Vehicle Maintenance services under framework arrangements 2018

Reference Number: EAC/FW/18-19

Procurement Method: Open bidding – National

Date of Issue: April 2018

Standard Bidding Document

Table of Contents

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Methodology and Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 – Statement of Requirements

Section 6 – Statement of Requirements

Part 3 – Contract

Section 7 – General Conditions of Contract for the Procurement of Goods

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Section 1 Instructions to Bidders

Table of Clauses

A	General	4
1.	Scope of Bid.....	4
2.	Source of Funds	4
3.	Corrupt Practices.....	4
4.	Eligible Bidders	5
5.	Eligible Goods or Services	7
B.	Bidding Document	7
6.	Contents of Bidding Document	7
7.	Clarification of Bidding Document	8
8.	Amendment of Bidding Document.....	8
C.	Preparation of Bids.....	8
9.	Cost of Bidding	8
10.	Language of Bid and Communications	8
11.	Documents Comprising the Bid.....	9
12.	Bid Submission Sheet and Price Schedules	9
13.	Alternative Bids	10
14.	Bid Prices and Discounts	10
15.	Currencies of Bid	12
16.	Documents Establishing the Eligibility of the Bidder	12
17.	Documents Establishing the Eligibility of Goods or Services.....	12
18.	Documents Establishing the Conformity of the Goods or Services	12
19.	Documents Establishing the Qualifications of the Bidder.....	13
20.	Period of Validity of Bids	13
21.	Bid Security	13
22.	Format and Signing of Bid.....	14
D	Submission and Opening of Bids.....	14
23.	Sealing and Marking of Bids	14
24.	Deadline for Submission of Bids	14
25.	Late Bids	15
26.	Withdrawal and Replacement of Bids	15
27.	Bid Opening.....	15
E.	Evaluation of Bids.....	16
28.	Confidentiality	16
29.	Clarification of Bids.....	16
30.	Compliance and Responsiveness of Bids	16
31.	Nonconformities, Errors, and Omissions.....	17
32.	Preliminary Examination of Bids – Eligibility and Administrative Compliance	17
33.	Detailed Commercial and Technical Evaluation	18
34.	Conversion to Single Currency	18
35.	Margin of Preference	18
36.	Financial Comparison of Bids	18
37.	Determination of Best Evaluated Bid(s).....	19
38.	Post-qualification of the Bidder	19
39.	EAC’s Right to Accept or Reject Any or All Bids	20
F.	Award of Contract.....	20
40.	Award Procedure	20
41.	EAC’s Right to Vary Quantities at Time of Award.....	20
42.	Notification of Award and Letter of Bid Acceptance.....	20
43.	Signing of Contract.....	20
44.	Performance Security.....	20

Section 1. Instructions to Bidders

A General

1. Scope of Bid

1.1 The EAC invites bids for the provision of Goods or Services as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Goods or Services as specified in Section 6, Statement of Requirements, under a framework contract arrangement. 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.

The subject of the tender is the delivery by the Contractor of the following items as in

a. Goods: Annex 1:

- Lot 01: Computer Consumables and Accessories
- Lot 02: Supply of ground Fuel

b. Services: Annex 11

- Lot 01: Provision of Cafeteria services for the New Kitchen at EAC Hqtrs Complex;
- Lot 02: Maintenance and Repair of Motor Vehicles and Supply of Spare Parts and Accessories (Motor Vehicle Makes Toyota, Mercedes Benz and Nissan)

1.1. The goods must comply fully with the specifications set out in the tender document and conform in all respects with the instructions.

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.

2. Source of Funds

2.1 The EAC has an approved budget towards the cost of the procurement named in the BDS. The 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 the EAC for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract.

3. Corrupt Practices

3.1 EAC requires all bidders and providers to observe the highest standards of ethics

during procurement and the execution of contracts. In this regard, EAC

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) *“corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*
 - (ii) *“fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EAC, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non competitive levels and to deprive the EAC of the benefits of free and open competition;*
- (b) will reject a recommendation for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;
- (c) will suspend a Provider from engaging in any procurement proceedings 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, a public contract in any of the Partner States.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the EAC may terminate a contract for Goods or Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the EAC or of a Bidder or Provider during the procurement or the execution of that contract, without the EAC having taken timely and appropriate action to remedy the situation.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the 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 in Procurement is available at the EAC and Bidders are required to indicate their acceptance of this Code through the declarations in the Bid Submission Sheet.

3.5 Any communications between a Bidder and the EAC related to matters of alleged fraud or corruption must be made in writing and addressed to the Secretary General 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 in any of the Partner States;
- (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 in the respective Partner State.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, 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, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 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 contractor or consultant in the preparation of the design or technical specifications of the Goods or services that are the subject of the bid.
- 4.5 A firm that is under a declaration of suspension by any of the public procurement regulatory authorities in any one of the Partner States in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, 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 Goods or Services

- 5.1 All Goods or 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 “Goods” means goods, raw materials, products, 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 services incidental to the provision of such Goods where the value of such services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods 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 Goods 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 Goods to supply, in the **East African region/Partner States**, the Goods 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 Goods or Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

-
-
- 6.2 The Bid Notice or any Pre-qualification Notice is not part of the Bidding Document.
 - 6.3 Bidders who did not obtain the Bidding Document directly from the EAC will be rejected during evaluation. Where a Bidding Document is obtained from the 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.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the EAC in writing at the EAC's address indicated in the BDS. The EAC will respond in writing to any request for clarification, provided that such request is received no later than the number of days prior to the deadline for submission of bids indicated in the BDS. The 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, the 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 the EAC.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the 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, and the EAC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid 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 the 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

11.1 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, 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 Goods or Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods or 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; and
- (h) 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 Goods or Services offered;
- (c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;
- (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 in Procurement;
- (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 Goods or 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 Goods or Services to be supplied;
- (c) their country of origin and percentage of local content;
- (d) the quantity, which shall be the estimated quantity specified in Section 6, Statement of Requirements;
- (e) the unit prices;
- (f) customs duties and all taxes paid or payable in any of the Partner States;
(NB. The EAC is tax exempt).
- (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, 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. 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, based on the estimated quantities specified, 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, CIF, 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 Goods or 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 the EAC's right to contract on any of the terms offered:
- (a) for Goods;
 - (i) the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;*
 - (ii) all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Goods 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 Services;
 - (i) the price of the Services;*
 - (ii) all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the 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 contracts (lots) or for any combination of contracts (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 Contracts 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 US dollars unless otherwise specified in the BDS.
- 15.2 Alternatively, the 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 (20) days.*

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Eligibility of Goods or Services

- 17.1 To establish the eligibility of the Goods or 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.

18. Documents Establishing the Conformity of the Goods or Services

- 18.1 To establish the conformity of the Goods or 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 Goods or Services, demonstrating substantial responsiveness of the Goods or Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the 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 the 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

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

20. Period of Validity of Bids

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

20.2 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 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. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the BDS.

21.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:

- (a) a demand guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified cheque; or
- (d) another security indicated in the BDS,

from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

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

21.4 The Bid Security of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided any required Performance Security.

21.5 The Bid Security may be forfeited:

- (a) 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

-
-
- (b) if the successful Bidder fails to:
- (i) *sign the Contract in accordance with ITB Clause 43;*
 - (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.*

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 written confirmation as specified in the BDS 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 un-amended 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 the 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, the 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 the EAC at the address and no later than the date and time indicated in the BDS.
- 24.2 The 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 the EAC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

25.1 The 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 the 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 The 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, if required; and any other details that the 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 The 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, 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 and displayed on the EAC website 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 the 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 the EAC on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the 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 the EAC shall not be considered. The EAC's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the EAC in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

- 30.1 The 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, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods

or Services specified in the Contract; or

- (b) limits in any substantial way, inconsistent with the Bidding Document, the EAC's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids.

30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the 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, the 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, the 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, the 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, the 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 the 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.

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 The EAC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods or services in accordance with

ITB Clauses 4 and 5.

- 32.2 If after the examination of eligibility, the EAC determines that the Bidder's Goods or Services are not eligible, it shall reject the bid.
- 32.3 The 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 The 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 Goods or Services offered;*
 - (ii) *the price of the bid; and*
 - (iii) *the period of validity of the bid;*
 - (b) the Price Schedule;
 - (c) written confirmation of authorisation to commit the Bidder; and
 - (d) a Bid Security, if applicable.

33. Detailed Commercial and Technical Evaluation

- 33.1 The 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, the EAC determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 The 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, the 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

- 34.1 For evaluation and comparison purposes, the 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 not apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

36. Financial Comparison of Bids

-
-
- 36.1 The 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, the 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 The 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 Goods or 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, the 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)

- 37.1 The 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 The 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 the 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.

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

39.1 The 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 award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Procedure

40.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder, place such Notice on public display for a prescribed period and copy the Notice to all Bidders prior to proceeding with contract award.

40.2 The 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.

40.3 The Contract shall be a Framework Contract and shall not be obliged to purchase the quantities specified, with the exception of any contract value specified as a minimum. Goods or Services shall be purchased through call-off orders, in accordance with the Contract.

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

41.1 At the time the Contract is awarded, the EAC reserves the right to increase or decrease the estimated quantity or minimum value of Goods or 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.

42. Notification of Award and Letter of Bid Acceptance

42.1 Prior to the expiration of the period of bid validity, the EAC shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Letter of Bid Acceptance.

42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance/Notification of award shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after notification of contract award by the issue of a Letter of Bid Acceptance, the EAC shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the EAC.

44. Performance Security

-
-
- 44.1 Within thirty (30) days of the receipt of the Letter of Bid Acceptance from the EAC, the successful Bidder shall furnish any Performance Security required in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the EAC.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award and forfeiture of the Bid Security. In that event, the EAC may award the Contract to the next best evaluated Bidder who is determined by the EAC to be qualified to perform the Contract satisfactorily.

Section 2 Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	EAC is the procuring entity.
ITB 1.1	The subject of procurement is a framework contract for: Good and Service for a period of 2018/2019.
ITB 1.1	The Reference number of the Bidding Document is : EAC/FW/2018/2019
ITB 1.1	The number and identification of lots comprising this Bidding Document is: The proportion of each Lot that a Bidder may bid for is: The minimum and maximum number of Lots a Bidder may bid for is:
ITB 5.5	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in East Africa/Partner State, the Goods indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7.1	For clarification purposes only, the EAC's address is: 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 7.1	The EAC will respond to any request for clarification provided that such request is received no later than 15 days prior to the deadline for submission of Bids.
C. Preparation of Bids	

Instructions to Bidders Reference	Data relevant to the ITB
ITB 10.1	The medium of communications shall be in writing.
ITB 10.2	The language for the bid is English.
ITB 11.1(h)	The Bidder shall submit with its bid the following additional documents: (h) mandatory requirements
ITB 13.1	Alternative Bids _shall not _____ be permitted.
ITB 14.5	The Incoterms edition is: 2000
ITB 14.6(a)(i)	For Goods, the Bidder shall quote prices using the following Incoterms: CIP ARUSHA EACHQ STORES
ITB 14.7	The prices quoted by the Bidder shall be in US dollars
ITB 20.1	The bid validity period shall be 90 working days.
ITB 21.1	A Bid Security SHALL NOT be required. Where a Bid Security is required, the amount and currency of the Bid Security shall be
ITB 21.2 (d)	Other types of acceptable securities are: N/A
ITB 22.1	In addition to the original of the Bid, the number of copies required is: TWO
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: POWERS OF ATTORNEY
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the EAC's address is : 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: Thursday, 31st May 2018 Time (local time): 11.00 am
ITB 27.1	The bid opening shall take place at: Attention: 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: Thursday, 31st May 2018 Time: 11.15 am
E. Evaluation of Bids	
ITB 34.1	The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: The source of exchange rate shall be: BOT The date for the exchange rate shall be:
ITB 35.1	A margin of preference shall not apply. If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3 Evaluation Methodology and Criteria.
F. Award of Contract	
ITB 41.1	The percentage by which the estimated quantity or minimum value may be increased is: 25% The percentage by which the estimated quantity or minimum value may be decreased is: 25% Quantities given are not guaranteed.

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number:

A Evaluation Methodology

1 Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be according to the type of procurement namely; Technical Compliance Selection for Goods and Non-Consultancy Services and Quality and Cost Based Selection for Consultancy Services.

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 Quality and Cost Based Selection methodology recommends the highest scoring bid, which is eligible 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.

2.3 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.

2.4 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 Goods or Services in accordance with ITB Clause 5.

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

- (a) a copy of the Bidder's Trading licence or equivalent;
- (b) a copy of the Bidder's Certificate of Registration or equivalent;
- (c) a copy of the Bidder's income tax clearance certificate or equivalent;
- (d) a copy of the Bidders VAT registration or equivalent;
- (e) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
- (f) a declaration in the Bid Submission Sheet of nationality of the Bidder;
- (g) a completed Price Schedule. This should contain the declaration of the

-
-
- origin of the Goods for Goods;
 - (h) a statement in the Bid Submission Sheet that the Bidder has no conflict of interest;
 - (i) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by any of the public procurement regulatory authority in any of the Partner States.

4 Administrative Compliance Criteria

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4. or case by case for services.

C Detailed Evaluation Criteria

5. Commercial Criteria

- 5.1 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) acceptable response time to call-off orders;

6 Technical Criteria

This will be based on technical specifications for goods and point rated for services.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

- 7.1 The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:
 - (a) for Goods; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
 - (b) for services, fees; reimbursables and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
 - (c) taxes, duties and levies;

8 Non-cost Factors to be included in Evaluated Price

- 8.1 The non-cost factors to be included in the evaluated price are:
 - (a)

9 Margin of Preference N/A

10 Determination of Best Evaluated Bid or Bids

-
-
- 10.1 (a) for Goods; the bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
- (b) for services, the bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
- 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, the 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 Criteria

Post-qualification” means a formal procedure applied after tenders have evaluated prior to award of contract, to determine whether or not the lowest evaluated tenderer ... has the experience, capability and resources to carry out the contract effectively.

A team of Procurement Unit and User depts. might be called upon to carry out the necessary post qualification where necessary. This is may take:

1. Physical (site/inspection visits) and
2. Verification/validation of the submitted documents (check the veracity of the documents and confirmation from the third party).
3. Assessment of experience of the bidder in the same area or equivalent
4. Capability and adequate resources accordingly required to carry out the contract effectively
5. Monitoring the contractor/supplier’s performance. The supplier’s compliance with the terms and conditions of the contract should be recorded, with emphasis on timely delivery, quantities delivered as ordered.
6. Any other as deemed necessary

Section 4 Bidding Forms

Table of Forms

Bid Submission Sheet	29
Price Schedule for Goods or Services	31
Bid Security	32
Manufacturer's Authorisation	33

(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: **East African Community**

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 conform with the Bidding Document and in accordance with the response times specified in the Statement of Requirements, Bills of Quantities or Terms of Reference the following Goods or Services under a framework contract arrangement *(insert a brief description of the Goods or Services. Amend wording and attach relevant details if alternative response times are is proposed)*;
- (c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Goods or Services with the exception of any guaranteed minimum value;
- (d) 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)*;
- (e) 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)*;
- (f) Our bid shall be valid for a period of *(specify the number of calendar days)* calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) 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
- (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 in Procurement 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 the 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 authority in any of the Partner States.
- (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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest 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)*

(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 Goods or 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
Item No.	Goods or Services	Country of origin	Percent of East African origin ¹	Estimated Quantity (No. of units)	Unit price ²	Import Duties, Sales and other taxes per unit ²	Total Price
<i>(insert number of item corresponding to Statement of Requirements)</i>	<i>(insert brief description name of Goods or Services)</i>	<i>(insert country of origin of the item)</i>	<i>(if the margin of preference applies, insert percentage of East African origin for this item)</i>	<i>(insert estimated number of units of this item to be purchased)</i>	<i>(insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable (if applicable))</i>	<i>(insert all import duties, taxes paid or payable in East Africa/Tanzania on this item)</i>	<i>(insert the total price for this item, which should equate to columns 5x(6+7)</i>

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

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

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

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

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

(This 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).

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

² In accordance with ITB Clauses 14 and 15

Bid Security

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

Procurement Reference No.: (insert Procurement Reference number)

To: ***The East African Community***

Whereas (*insert complete name of Bidder*) (hereinafter “the Bidder”) has submitted its bid dated (*insert date (as day, month and year) of bid submission*) for Procurement Reference number (*insert Procurement Reference number*) for the supply of (*insert brief description of the Goods or Services*), hereinafter called “the bid.”

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the EAC, during the period of bid validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITB Clause 43; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its bid by the EAC, pursuant to ITB Clause 31;we undertake to pay the EAC up to the above amount upon receipt of its first written demand, without the EAC having to substantiate its demand, provided that in its demand the EAC states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.
3. This security shall remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

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

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

Name: (*insert complete name of person signing the Security*) In the capacity of (*insert legal capacity of person signing the Security*)

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

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

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

Manufacturer's Authorisation

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

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

To: ***The East African Community***

WHEREAS *(insert complete name of Manufacturer)*, who are official manufacturers of *(insert type of Goods manufactured)*, having factories at *(insert full address of Manufacturer)*, do hereby authorise *(insert complete name of Bidder)* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *(insert name or brief description of the Goods)*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

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

Name: *(insert complete name of person signing the Manufacturer's Authorisation)*

In the capacity of *(insert legal capacity of person signing the Manufacturer's Authorisation)*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *(insert complete name of Manufacturer)*

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

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

Section 6 Statement of Requirements

Contents

1.	List of Goods or Services	36
2.	Delivery and Completion Schedule.....	37
3.	Terms of Reference and Technical Specifications.....	38
4.	Drawings	39
5.	Inspections and Tests	40

3. Terms of Reference and Technical Specifications

Procurement Reference Number:

Column b states the minimum terms of reference and technical specifications of the item(s) required by the EAC.

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

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
<i>a</i>	<i>b</i>	<i>c</i>
1		
2		
3		
4		
5		
6		
7		

The detailed technical evaluation will examine the terms of reference and technical specification of the items offered in column c and determine whether this meets the minimum specifications or terms of reference in column b. Bidders must complete column c or the bid will be rejected. **For Goods, bidders are required 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.	

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/FW/2018/2019
GCC 1.1(i)	The procuring entity is: EAC
GCC 1.1 (g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1.1 (o)	The Site(s) is/are: EAC
GCC 1.1	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (p) “Framework Contract” means a contract arrangement for an estimated quantity or minimum value of Goods or Services at fixed rates, where actual quantities are purchased by means of call-off orders and payment is made for the actual quantities delivered. (q) “Call-Off Order” means an order issued by the EAC for the purchase of specified quantities of the Goods or Services under a framework contract. (r) “Response Time” means the period for delivery of the Goods or Services, calculated from the date of a call-off order.
GCC 2.1(g)	The other documents forming part of the Contract are the call-off orders issued under the Contract.
GCC 4.2 (b)	The version of Incoterms shall be: 2000
GCC 5.1	The language shall be: English.
GCC 6.1	The individuals or firms in a joint venture, consortium or association be jointly and severally liable.
GCC 8.1	<p>For notices, and the issue of call-off orders, the EAC’s address shall be:</p> <p>Attention: The Secretary Procurement Committee</p> <p>Street Address: East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</p> <p>Floor/Room number: Ground Floor, Room G113</p> <p>Town/City: Arusha</p> <p>PO Box No: 1096</p> <p>Country: Tanzania</p> <p>Facsimile number: +255 27 2162190</p> <p>Tel: +255 27 2162100</p> <p>Email: eacprocurement@eachq.org</p> <p>For notices, including call-off orders, the Provider’s address shall be:</p>

GCC clause reference	Special Conditions
	<p>Attention: The Secretary Procurement Committee</p> <p>Street Address: East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</p> <p>Floor/Room number: Ground Floor, Room G113</p> <p>Town/City: Arusha</p> <p>PO Box No: 1096</p> <p>Country: Tanzania</p> <p>Facsimile number: +255 27 2162190</p> <p>Tel: +255 27 2162100</p> <p>Email: eacprocurement@eachq.org</p>
GCC 9.1	The Governing law shall be the law of Tanzania.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: by amicable settlement or otherwise as per the provisions of the East African Court of Justice
GCC 11.1	Notwithstanding the provisions of GCC 11.1, the quantities specified in the Statement of Requirements are estimated and are not purchased by this contract. The quantity of Goods or Services to be provided shall be as specified in call-off orders.
GCC 12.1	<p>The Delivery of the Goods and Services shall be in accordance with each call-off order. Delivery and Completion shall be within the response times specified in the Bills of Quantities and Delivery and Completion Schedule specified in the Statement of Requirements, calculated from the date of each call-off order.</p> <p>The shipping and other documents to be furnished by the Provider for each call-off order are:</p>
GCC 15.1	Notwithstanding the provisions of GCC 15.1 and GCC 1.1(d), the Contract Price specified in the Agreement shall be the estimated price payable to the Provider and the actual price payable to the Provider shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in call-off orders, subject to any minimum value specified in the Statement of Requirements.
GCC 15.2	The price adjustment shall be: N/A
GCC 16.1	Payment shall be made in full for each call-off order following delivery of the Goods or Services specified in the call-off order and submission of an invoice and the documents listed in clause 12.1.
GCC 16.3	The payment period shall be: 30 days after delivery and certification of the invoice
GCC 16.4	The currency(ies) for payments shall be: USD
GCC 17.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following:
GCC 17.2	The EAC shall be responsible for all taxes, import duties and levies imposed by law in

GCC clause reference	Special Conditions
	Tanzania on the Goods or Services except for the following:
GCC 18.1	A Performance Security SHALL NOT be required. The amount of the Performance Security shall be: N/A The currency shall be:
GCC 18.3	The forms of acceptable Performance Securities are: N/A
GCC 18.4	Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract. The Performance Security shall be reduced in value following completion of the Provider's obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: The Secretary Procurement Committee East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex
GCC 24.1	The insurance coverage shall be: Comprehensive – CIP EAHQ STORES ARUSHA
GCC 25.1	The INCOTERM shall be: 2000
GCC 26.2	The location for conducting inspections and tests shall be: EAC STORES ARUSHA
GCC 27.1	Liquidated damages shall not apply if the provider fails to deliver any or all of the goods and services specified in any call-off order within the response times specified in the statement of requirements. Notwithstanding the provisions of GCC 27.1, the amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the provider has failed to deliver the goods or perform the services. The liquidated damage shall be:% of the value of the call-off order per week. The maximum amount of liquidated damages shall be: % of the value of the call-off order.
GCC 28.3	The period of validity of the Warranty shall be: 90 working days
GCC 28.5	The period within which the Provider shall repair or replace defective Goods or Services shall be:
GCC 30.1	The amount of aggregate liability shall be: the contract amount

Section 9 Contract Forms

Table of Forms

Agreement	45
Call-Off Order	47
Performance Security	49
Advance Payment Security	50

Agreement

For a Framework Contract

Procurement Reference No:

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

WHEREAS the EAC invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Provider for the provision of those Goods 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 the EAC to the Provider as indicated in this Agreement, the Provider hereby covenants with the EAC to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The EAC hereby covenants to pay the Provider in consideration of the provision of the Goods 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.
4. The quantities of Goods specified in the Statement of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The EAC shall order from the Provider all the Goods specified in the contract that are required to be purchased by the EAC during the period stated below, unless any Goods are urgently required in an emergency situation and the Provider is unable to deliver such Goods within the period required by the EAC.
6. The EAC guarantees to order at least the value of Goods specified as the minimum value in the Statement of Requirements.
7. Any Goods to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the EAC as Notices in accordance with GCC Clause 8, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 8.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

9. Call-off orders are subject to the following limitations and exceptions:

- (a) where the value of a call-off order is less than 2½% of the contract price, the Provider is not obliged to provide the Goods, provided that the Provider gives the EAC a notice, within three working days of the date of the call-off order, stating its intention not to provide the Goods;
- (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Provider shall not be bound by the response times specified in the Statement of Requirements, provided that the Provider gives the EAC a notice, within three working days of the date of the call-off order, stating its inability to deliver the Goods within the response time and specifying the delivery period which will apply.

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 the EAC)

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Position: _____

Call-Off Order

Under a Framework Contract

Procurement Reference No: _____

Call-Off Order Reference No: _____

Provider: _____

Date of Call-Off Order: _____

The EAC issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Goods detailed on the attached List of Goods and Price Schedule, in accordance with the response times specified in the contract.

The total value of this call-off order is _____.

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Goods, in accordance with the terms and conditions of the contract.

Authorised by:

Signature:	
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: ***the East African Community***

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 Goods 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. 458, 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: ***the East African Community***

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 the 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. 458, 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)*

a. Goods ANNEX I – PRICE SCHEDULE

Orders shall be made as and on need basis during the Framework contract period. The delivery period shall be within 4 weeks upon issuance of a Local Purchase Order by EAC.

LOT 1: COMPUTER CONSUMABLES AND ACCESSORIES

CODE	DESCRIPTION	UNIT	QTY	PRICE US\$	AMOUNT US\$
COM026	TONER CARTRIDGE "B" 15A.	EACH	10		
COM030	COMPACT DISK REWRITE.	EACH	100		
COM031	COMPACT DISC RECORD.	EACH	100		
COM034	EPSON LQ-2180 PRINTER RIBBON	EACH	10		
COM035	TONER CARTRIDGE 13A.	EACH	10		
COM040	HP TONER CARTRIDGE 49A	EACH	10		
COM041	INK CARTRIDGE 130 - BLACK	EACH	10		
COM042	INK CARTRIDGE 135 - COLOUR	EACH	10		
COM049	HP TONER CARTRIDGE 12A	EACH	10		
COM063	HP TONER CARTRIDGE 42A	EACH	10		
COM064	HP TONER CARTRIDGE 53A	EACH	30		
COM079	HP TONER 36A	EACH	20		
COM080	CARTRIDGE	EACH	5		

	CE 250A- BLACK				
COM081	CARTRIDGE CE 251A- CYAN	EACH	5		
COM082	CARTRIDGE CE 252A- YELLOW	EACH	5		
COM083	CARTRIDGE CE 253A- MAGENTA	EACH	5		
COM084	CARTRIDGE 2055 05A- BLACK	EACH	120		
COM086	FLASH DISC 8GB	EACH	200		
COM087	FLASH DISK 16GB	EACH	200		
COM088	Cartridge - CC530A (Black)	EACH	30		
COM089	Cartridges - CC531A (Cyan)	EACH	30		
COM090	Cartridge - CC532A (Yellow)	EACH	30		
COM091	Cartridge - CC533A (Magenta)	EACH	30		
COM092	Cartridge CE740A (Black)	EACH	5		
COM093	Cartridge CE741A (Cyan)	EACH	5		
COM094	Cartridge CE742A (Yellow)	EACH	5		
COM095	Cartridge CE743A (Magenta)	EACH	5		
COM096	Cartridge CE255A - 55A (Black)	EACH	10		
COM097	Cartridge CE278A û 78A (Black)	EACH	20		

COM102	Cartridge CB 540A (Black)	EACH	10		
COM103	Cartridge CB 541A (Cyan)	EACH	10		
COM104	Cartridge CB 542A (Yellow)	EACH	10		
COM105	Cartridge CB 543A (Magenta)	EACH	10		
COM108	BROTHER TN 340 BLK	EACH	10		
COM109	BROTHER TN 340 CYN	EACH	10		
COM110	BROTHER TN 340 MGT	EACH	10		
COM111	BROTHER TN 340 YLW	EACH	10		
COM112	HP CC640WA 60 Black	EACH	10		
COM113	HP CC643WA 60 Colour	EACH	10		
COM114	TK-150B TONER (BLACK)	EACH	10		
COM115	TK- 150C TONER (CYAN)	EACH	10		
COM116	TK- 150M TONER (MAGENTA)	EACH	10		
COM117	TK- 150Y TONER (YELLOW)	EACH	10		
COM118	BLACK 305A (CE 410A)	EACH	70		
COM119	CYAN 305A (CE 411A)	EACH	50		
COM120	YELLOW 305A (CE 412A)	EACH	50		

COM121	MAGENTA 305A (CE 413A)	EACH	50		
COM122	COPIER TONER CANON IR3235N	EACH	5		
COM123	BROTHER TONER TN3250	EACH	10		
COM124	KYOCERA TK-590K (BLACK)	EACH	10		
COM125	KYOCERA TK-590P (MAGENTA)	EACH	10		
COM126	KYOCERA TK-590B (CYAN)	EACH	10		
COM127	KYOCERA TK- 590Y (YELLOW)	EACH	10		
COM128	INK CARTRIDGE 337 (C9364E) BLACK	EACH	5		
COM129	INK CARTRIDGE 343 (C8766E) TRI- COLOR	EACH	5		
COM130	KYOCERA TK-340 (BLACK)	EACH	10		
COM131	CANON COPIER IR 2525 TONER	EACH	10		
COM132	NASHUATE C TONER MP3500	EACH	10		
COM133	TONER CARTRIDGE 80A BLK	EACH	50		
COM134	TONER CARTRIDGE 90A BLK	EACH	20		
COM137	TONER CARTRIDGE 64A	EACH	10		

COM138	BROTHER TN2150 TONER	EACH	10		
COM141	INK CARTIDGE 950 CN049AA BLACK	NUMBE R	10		
COM142	INK CARTIDGE 951 CN046AA CYAN	NUMBE R	10		
COM143	INK CARTIDGE 951 CN047AA MAGENTA	NUMBE R	10		
COM144	INK CARTIDGE 951 CN048AA YELLOW	NUMBE R	10		
COM145	INK CARTIDGE 650 CZ101AE - BLACK	NUMBE R	10		
COM146	INK CARTIDGE 650 CZ102AE - TRICOLOR	NUMBE R	10		
COM147	TONER CARTRIDGE CE310A ûBLACK	NUMBE R	10		
COM148	TONER CARTRIDGE CE311A û CYAN	NUMBE R	10		
COM149	TONER CARTRIDGE CE312A û YELLOW	NUMBE R	10		
COM150	TONER CARTRIDGE CE313A û MAGENTA	NUMBE R	10		
COM151	TONER CARTRIDGE	NUMBE R	10		

	CF380A û BLACK				
COM152	TONER CARTRIDGE CF381 û CYAN	NUMBE R	10		
COM153	TONER CARTRIDGE CF382 û YELLOW	NUMBE R	10		
COM154	TONER CARTRIDGE CF383 û MAGENTA	NUMBE R	10		
COM155	NASHUATE C TONER MP200/615	NUMBE R	5		
COM156	CARTRIDGE 131A - CF210A û BLACK	NUMBE R	10		
COM157	CARTRIDGE 131A - CF211A û CYAN	NUMBE R	10		
COM158	CARTRIDGE 131A - CF212A û YELLOW	NUMBE R	10		
COM159	CARTRIDGE 131A - CF213A û MAGENTA	NUMBE R	10		
COM160	CARTRIDGE 83A	NUMBE R	20		
COM161	EPSON LQ- 300+ RIBBON	NUMBE R	10		
COM162	DATA CARD YMCK RIBBON SD 360	NUMBE R	10		
COM163	SUNLIGHT LUX FG # 047038 RIBBON	NUMBE R	10		
COM164	KYOCERA TK 1140 CARTRIDGE	NUMBE R	10		
COM165	Sharp MX- 36 Toner	NUMBE R	5		

	Black				
COM166	Sharp MX-36 Toner Cyan	NUMBER	5		
COM167	Sharp MX-36 Toner Yellow	NUMBER	5		
COM168	Sharp MX-36 Toner Magenta	NUMBER	5		
COM169	Nashuatec Toner MP3353 / 2205	NUMBER	5		
COM170	Ink Cartridge Black 652	NUMBER	10		
COM171	Ink Cartridge Tri-Colour 652	NUMBER	10		
COM172	Toner Cartridge 210A Black CF400A	NUMBER	10		
COM173	Toner Cartridge 210A Cyan CF 401A	NUMBER	10		
COM174	Toner Cartridge 210A Yellow CF 402A	NUMBER	10		
COM175	Toner Cartridge 210A Magenta CF403A	NUMBER	10		
COM176	Toner Cartridge CF 226 (26A)	NUMBER	10		
COM177	Cartridge HP570A CE400A – Black	NUMBER	10		

COM178	Cartridge HP570A CE401A- Cyan	NUMBE R	10		
COM179	Cartridge HP570A CE402A – Magenta	NUMBE R	10		
COM180	Cartridge HP570A CE 403A Yellow	NUMBE R	10		
COM181	Cartridge CF413A HP CF410A- Black	NUMBE R	10		
COM182	Cartridge CF413A HP CF411A – Cyan	NUMBE R	10		
COM183	Cartridge CF413A HP 412A – Yellow	NUMBE R	10		
COM184	Cartridge CF413A HP 413A - Magenta	NUMBE R	10		
COM185	Cartridge 85A	NUMBE R	10		
	SUB - TOTAL				
	VAT				
	GRAND TOTAL				

LOT 2: SUPPLY OF GROUND FUEL SERVICES

SPECIFICATIONS

- Unleaded gasoline products shall be a minimum of 87.0 motor octane number and shall be designed and formulated for moderate and severe fleet applications such as operations on urban roads, highway, off-road, farm
- Diesel fuel shall contain less than one-half of one percent of sulphur content
- Vendor must provide the most current product guide/specification sheets for unleaded, unleaded premium and diesel fuels.
- Diesel oils shall be suited for naturally aspirated, turbo-charged, and after cooled diesel engines.
- Fuel with alcohol additives or extenders are unacceptable
- Vendor must show origin of fuel
- *NB: Consumption will not acceptable without official authorization in form of Fuel Order*

EAC reserves the right to reject any or all quotations received and to accept any quotations. Therefore the lowest or any quotation may not necessarily be accepted.

1. Evaluation Criteria

The award criteria will be carried out according to the criteria indicated in the, check list below. The Contract will be awarded to the lowest best evaluated bidder.

PRELIMINARY EVALUATION GRID ON PASS/FAIL BASIS

Mandatory requirements	Pass	Fail
(a) Company Profile, Name, i) Contact person, and ii) Telephone, Mobile Number, and Email And any other relevant information.		
(b) Bank details, (Company Account Name, Account Number, Name of bank,)		
(c) Valid Business License.		
(d) Taxpayers Identification Number (TIN) Certificate.		
(e) Value added Tax (VAT) Certificate		
(f) Certificate of Incorporation/ Registration		
(g) Physical Business Premises and Postal address		
(j) Physical evidence of dealership or agency of Manufacturers in case of a specialized product.		

DETAILED TECHNICAL EVALUATION ON PASS/FAIL BASIS

Estimated minimum quantity per month	500 litres
Contract duration	One (1) year
Geographical Location of respondent's facilities	Arusha
Number of fuel outlets	At least two
Past experience and list of Current Corporate Customers	At least two on card system
Supplier's technical facilities/ equipment and qualified Technical Staff	Card readers, clean pumps
Working hours (including weekends and public holidays)	24 hours
Fuel Card option	Show evidence
Insurance, Firefighting and protection equipment	Attach copies of Certificates of insurance
Credit Period (number of days after issue of invoice)	Minimum 30 days

Period of supplying before invoicing	30 days
Fuel with alcohol additives or extenders	Not acceptable
origin of fuel	indicate
Indicative Price per Litre	Petroleum
	Diesel

***PHYSICAL CHECK OF THE OUTLETS WILL BE CARRIED OUT**

***Consumption shall not be acceptable without official authorization in form of a fully signed Fuel Order**

NB: There are no guarantees on the quantities and amounts indicated in all the Lots. They are just estimates and can be lower or more than indicated.

EVALUATION GRID

P

Contract title :	INVITATION TO TENDER FOR THE SUPPLY OF COMPUTER CONSUMABLES AND ACCESSORIES AND OTHER OFFICE SUPPLIES AND SERVICES – FY 2018/2019
-------------------------	--

Primary Evaluation

A) ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

	Mandatory requirement (Eligibility criteria)	C/NC
	Documents that must be submitted with the QUOTATIONS are: <ul style="list-style-type: none"> • Company Profile • Registration details • Business Licence • Tax identification references/ Numbers • Tax Compliance Certificate • Consortium agreement and Manufacturers authorisation letter (Only if relevant) • Certificate of registration • Delivery period if necessary • Bid Validity • Number of copies submitted • Properly signed bid 	

	<ul style="list-style-type: none"> • Site visit where applicable 	
--	---	--

Please note that failure to submit documents indicated above will lead to outright disqualification unless if the evaluation team deems it immaterial i.e. (disadvantage any other bidder)

	1	2	3	4	5	6
Name of Bidder						
<i>Eligibility criteria</i>						
<i>{Complete criteria as per solicitation document}</i>						
Conclusion	<i>C/NC</i>	C/NC	C/NC	C/NC	C/NC	C/NC

KEY:

C-Compliant

NC- Non-Compliant

This preliminary examination eliminated bidders because they lacked.....

TECHNICAL EVALUATION CRITERIA:

B) DETAILED EVALUATION GRID (Must be agreed upon by members of the Evaluation Committee)

Name of bidders	Bidders					
	A	B	C	D	E	F
	1		2	3	4	5
Evaluation Criteria						
Conformity to minimum Technical specifications (MUST)	R/NR					
Conclusion	R/NR	R/NR	R/NR	R/NR	R/NR	R/NR

KEY:

R- Responsive

NR-Non-responsive

This evaluation stage eliminated bidders because of.....

SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

No.	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected Amount	Exchange Rate	Converted Total	Evaluated Total	Rank

Technical Evaluation Criteria

- Evaluation will be based on specifications where given above
- By sample- please attach samples where applicable most especially for printing work.
- Quality of work
- Past performance
- Indicate the trade name of the item you are to supply where applicable

Financial Evaluation

- Prices in USD will form the basis for financial evaluation

NB: EAC is not obliged to award to the lowest bidder

Bidding for half or partial lots will not be acceptable.

b. Services: Annex 11

LOT 1: TERMS OF REFERENCE FOR THE PROVISION OF CAFETERIA SERVICES AT THE EAC COMPLEX

1.0 Background

The EAC wishes to contract a reputable Cafeteria Service provider firm to manage and provide Cafeteria Services and works its new East African Community Headquarters Complex located in Arusha, Tanzania. This is applicable to catering firms in Tanzania preferably with branches in Arusha City or Region as an added advantage.

2.0 Description of the Property

The kitchen is under the EAST AFRICAN COMMUNITY premises; the EAC Land is established under the treaty for the establishment of the EAST AFRICAN COMMUNITY and ratified by the Parliament of the United Republic of Tanzania by a resolution of ratification No.2 of the year 2000, P.O.BOX 1096, ARUSHA.

3.0 LOCATION

The EAC land and development therein is situated in Block 13 Sekei Area within the Arusha city Central Business District, North of the Arusha International Conference Centre, the Mount Meru Regional Hospital on the western side,

accessed by the East African Community clause which branches east from the East African road.

4.0 TYPE OF DEVELOPMENT

A Kitchen and a Restaurant measuring (Kitchen 16x19) + (Restaurant 16 x 19) equal to 304 Square meters, both is situated in the conference block within the East African Community Headquarters enclosed by a one foot high concrete strip, reinforced concrete pillars at an interval of three meters, in filled with welded bar grills with two main entrance gates of welded bars sliding type.

5.0 WATER AND ELECTRICITY AND DRAINAGE

Water and Electricity from the main public mains including a Generator in case of power cut off. **Drainage** is to the main sewer system. All the water systems are well maintained. The facility includes a Toilet and a Bathroom both for ladies and Men in the Basement area.

6.0 Proposals will be evaluated according to the following criteria:

- **Mandatory Requirements:** Failing to meet any of the Mandatory requirements shall deem the proposal non-responsive and an automatic disqualification from further evaluation of such proposal will follows.
 - **Minimum Requirements:** Failing to meet any of the Minimum Requirements shall also deem the proposal non-responsive and unacceptable, and it shall automatically disqualify the proposal from further evaluation. Offering more than the Minimum Requirements, however, will be considered an added value to the service of the contract and, thus, provide a higher scoring (most often with maximum cap) in the evaluation.
 - **Additional or Value-Added Requirements:** These will have no consequences in terms of responsiveness or disqualification. Meeting Additional or Value-Added Requirements will be considered an added value to the services of the Contract and, thus, provide a higher scoring in the evaluation.
- 6.1 License to operate (Mandatory): The Bidder must be licensed and possess relevant permits to operate as a catering business, including but not limited to in compliance with the Tanzania Food, Drug and Cosmetic Act (2003). This also includes registration with the Business Registration and Licensing Authority, a valid Taxpayer Identification Number and Certificate of incorporation from Business Registration and Licensing Authority (BRELA), as necessary, in order to lawfully operate a business in Tanzania.
- 6.2 Experience (Minimum): The Contractor must have proven record of managing a cafeteria or hospitality outfit with a minimum of at least

-
-
- three (3) years. Credit will be given for the provision of additional years of relevant experience.
- 6.3 Company Background (Minimum): The Bidder will be required to provide a list of clients to whom it has provided similar services (complete with contact names, telephone numbers and/or e-mails, for verification purpose). The Bidder shall also provide reference letters from at least three (3) current or former clients (References). Additional credit will be given for the provision of additional reference.
- 6.4 Provision of a Service Implementation Plan and Sample Menus (Mandatory): The Bidder is required to provide a detailed Service Implementation Plan, and Sample Menus.
- 6.5 Provision of a Quality Control Plan (Mandatory): The Bidder shall submit a complete QC program to the EAC for approval within 15 days after award of the Contract. In replying to the bid, the Bidder must confirm whether he will do so.
- 6.6 Provision of a Sample Service Reports and Recordkeeping (Mandatory): The Bidder is required to provide sample Service Reports and Recordkeeping at the time of submitting his bid.
- 6.7 Food Tasting and Evaluation (Mandatory): The Bidder must participate in a food tasting at the EAC headquarters and Evaluation. The Bidder will be required to prepare and serve sample items from its proposed menus. Credit will be given for a variety of factors, including nutritional content, freshness, presentation, taste, range and value. The Bidder must confirm his participation as part of the response to the RFP.
- 6.8 **Mobilization**: The Bidder shall mobilize and be prepared to provide catering services as follows
- i. Long-term Service (Minimum): Full Catering Services; the Bidder shall be prepared to deploy & set up equipment, and commence full catering services within eight (8) weeks from contract signing. Additional credit will be given for proposals that indicate a shorter mobilization/service period. The Bidder should consider providing a more extensive range of food items and full services more quickly by preparing items off-site.
 - ii. Term of Required Service (Mandatory): The contract entered into as a result of this RFP shall be for an initial period of three (3) years with an irrevocable and exclusive option to the EAC to extend the Contract for two (2) successive periods of one (1) year each, for a total possible Contract term of five (5) years. The EAC shall exercise the option to extend the contract beyond the initial period by giving written notice thereof, no less than one (1) month prior to the expiration of the contract or extension thereof.

-
-
- 6.9 Personnel (Mandatory): Bidder must commit to provide Key Personnel meeting the requirements indicated, the Bidder shall provide brief CV's and training/certification certificates of all proposed key personnel.

7.0 SCOPE OF SERVICES

7.1 Mandatory Requirements

7.1.1 The Bidder will be responsible to establish, maintain and operate day-to-day operations of the cafeteria service; including matters of its own personnel, insurance, provision of food storage/preparation/cooking/clean-up equipment, procurement of supplies, inventory management, and recording of financial transactions.

7.1.2 Regarding the operation of the Catering Services, the Bidder shall furnish to any customer the EAC may designate, food and beverage services based on the following procedures and conditions:

7.1.3 Obtain, prepare and sell food and beverages of high quality, which meet or exceed local health and sanitation standards, and procured and handled in conformity with best restaurant and commercial practices. Vegetables, fruits and salads shall be purchased as fresh as possible according to seasonal supply. All food must be sourced from reputable suppliers. The Bidder shall provide the EAC with details of its suppliers. The EAC will periodically review information about these suppliers, and reserves the right to request changes in sourcing should credible deficiencies be identified.

7.1.4 The products/ingredients -obtained the method of storage, preparation cooking, service and clean-up shall:

- Serve as the basis of a variety of flavorful, multi-cultural prepared foods that meet or exceed industry standards for quality and nutrition.
- Emphasize nutritious, healthful food choices that consider factors such as calories, fat content, carbohydrates, sodium and fiber content.
- Meet or exceed Tanzanian standards for sanitation, hygiene and cleanliness in the operation of catering facilities.
- Handle, store, and prepare food, beverages and supplies in conformity with best restaurant and commercial practices, and always subject to inspection by, and approval by the EAC or its Agent, either Governmental or Commercial.
- Beyond Tanzania food standards on the above topics which are mandatory, due consideration should be given to WFP/FAO/WHO

standards as well as FDA and European food standards wherever they can be applied.

7.1.5 All foods served shall be wholesome, and free from spoilage, adulteration and misbranding, and safe for human consumption. Uncooked items shall be fresh, clean, and free from blemishes. Food and ingredients shall be handled, stored, prepared, cooked and served at proper temperatures. All food, when served, shall be attractive in appearance, and correct in temperature and consistency.

7.2 Service Population

7.2.1 The EAC employs a total of approximately 400 staff, the capacity of the Bidder to provide services to the entire core EAC population during normal days and for all events as a mandatory requirement. Extra professional Event Management, Planning and Public Relations.

7.2.2 In addition to the staff members, the EAC anticipates that visitors to the facility will also use the cafeteria facilities on a regular basis.

In this connection, the EAC will provide the Bidder with advanced notice of anticipated changes in services level. The Bidder must prepare and mobilize to address these changes.

7.3 Mobilization

7.3.1 **Preliminary Cafeteria Service** to be provided by the Bidder: The Bidder shall provide initial, preliminary cafeteria services including at least; cold items, soups, coffee and cold beverages. The Bidder might be able to provide a greater range of service by preparing food off-site. This will include breakfast morning coffee, lunch and afternoon coffee during staff working hours.

7.3.2 **Long-term Cafeteria Service** to be provided by the Bidder: The Bidder shall provide long-term, full cafeteria services. This will include breakfast, morning coffee, lunch and afternoon coffee during staff working hours.

7.4 Additional Services

From time to time, the bidder may be requested to provide coffee/tea services to meetings and/or small delegations hosted by the EAC, and bites (appetizers), beverages/drinks for after-work events organized by the EAC and the EAC Staff Union. These services may be priced on either on a per person, or per item basis. The EAC shall provide the Bidder sufficient notice of duration to be mutually agreed. The EAC shall not be bound to outsource such additional services to the Bidder.

7.5 Financial Viability

The Cafeteria is meant to be financially self-sustaining. The EAC will neither pay a management fee, nor a subsidy to the Bidder for managing the Cafeteria. Possible other revenue streams that could be discussed between the EAC and the successful Bidder include, but are not limited to:

- Vending machine (s)
- Sale of fresh fruit and/or vegetables to EAC staff
- Catering for office lunch meetings
- Advertising to EAC staff to cater for parties, etc.

7.6 It shall be the Bidder’s sole responsibility to provide meals on a cash only basis and to collect payment from customers. No food will be provided on credit and the EAC will not be responsible for any outstanding payments of individual customers.

7.7 Working Hours and Holidays

7.7.1 Official staff working hours are 8:00 am to 5:00 pm Mondays to Fridays. The Bidder should provide all services, breakfast and lunch buffet from Monday to Friday. Some staff works in shift at hours outside of the official working hours. Ability to provide snack and/or meal service outside of official working hours is considered an added value

7.7.2 Contractor should arrange its staff working hours to ensure that the cafeteria is operational during staff working hours.

7.7.3 Cafeteria Services will not be required during EAC and Public holidays. A Schedule of EAC holidays will be provided to the successful Bidder at the beginning of each year.

8.0 Equipment, Supplies and Services to be provided by the Bidder

8.1 The Bidder shall be responsible for providing and installing the supplementary equipment needed to fulfill its obligations. The EAC will provide a list of equipment that it will provide.

LIST OF EQUIPMENT AT EAC KITCHEN	QUANTITY
1. 4 Burner gas Range with Oven	1
2. 4 Plate Electric Cooker with Oven	1
3. Gas Soup Kettle	1
4. Electric Soup Kettle	1
5. Two Burner Stove	1
6. 2 Tank Gas fryer	1

7.	1 Tank Electric Marie 3x1/1 with Cabinet	4
8.	Baine Marie with hot cupboard	1
9.	1. Tank Electric fryer	1
10.	Gas tilting bratt Pan	1
11.	40 qt industrial mixer	1
12.	Commercial Slicer	1
13.	Professional Meat Mincer	1
14.	Potatoe peeler PP12	1
15.	Vegetable preparation Machine	1
16.	Ambercons, 2 Door Fridge	1
17.	Ambercons, undercounter Fridge	2
18.	Commercial Coffee Machine (Percolator)	1
19.	Hoodtype Dish washer	1
20.	10 tray Electric Combi – Steamer	1
21.	Image Washer Extractor HE30	1
22.	Image Tumble dryer	1
23.	Cold Rooms	1
24.	Gas Tilting Bratt Pan	1
25.	Dial Scale	2
26.	Water Dispenser	1
27.	Commercial Water Boiler - 20Liter	2
28.	Commercial Water Boiler - 30Liter	2
29.	LPG Gas Tank 1 – tone	
30.	Plastic chopping Board	
31.	New Amber cons commercial catering equipment – curved Glass warming showcase	2
32.	New Stainless Steel worktop with undershelf with splash back	4
33.	New Stainless Steel Commercial Kitchen equipment 2 tier general purpose Trolley S/S finish on castors	4
34.	Amber cons 4 – tier rack plain Board Size 1500 x 600 x	

1800mm,	4

- 8.2 The service provider will be responsible for service, repair and replacement of Spare parts to all the Machines. The Service is carried out on an ongoing basis (i.e. once every three (3) months. This is a normal clean up service provided, whereby, worn out parts are replaced to avoid breakdown.
- 8.3 The Bidder will be required to purchase, bring on site, and set up, at its own expense, all equipment that it considers necessary to provide the Services identified in this Scope.
- 8.4 The Bidder shall as part of the bid submit the equipment it intends to bring on site, and the proposed locations of the equipment in the pantry, kitchen and food service areas. The EAC will review and, once agreed, will provide written consent for the Bidder to bring on site and set up the equipment. All equipment provided by the Bidder shall remain its property, and may be removed at any time in consultation with EAC Security Section.
- 8.5 The EAC or its designated representative will regularly inspect, test and report on the condition of the Bidder's equipment. Should inspections identify deficiencies in the condition, or maintenance of the equipment, the Bidder will be notified, and given sufficient time to rectify the deficiencies, or replace the equipment, Failure of the Bidder to service or replace the equipment in a reasonable time will be considered a Breach of Contract.
- 8.6 The Bidder will be responsible for cleaning all areas related to the storage, preparation, cooking, and serving of food, and the dish/pot washing & clean up areas. This includes, but is not limited to the kitchen equipment provided by the EAC. This cleaning shall be performed in accordance with hygienic standards. The Bidder shall be solely responsible for the cleanliness of the food preparation and service areas on a daily basis. All cleaning materials and detergents necessary for the cleaning shall be the responsibility of the Bidder. The Bidder shall maintain a Cleaning Schedule visibly displayed in the area it relates to for access by the EAC and customers. The Cafeteria Eating Areas, indoor and outdoor, will be cleaned by the EAC's Cleaning Bidder.

-
-
- 8.7 The Bidder shall be responsible to arrange for conventional dustbins of adequate size with cover and appropriate gallons with cover respectively for the storage of garbage, and used cooking oil, prior to disposal. Containers shall be stored as indicated by the EAC. The removal of garbage, and used cooking oil shall be done by the EAC at its expense. The Bidder must ensure that use cooking oil is not poured into sinks, toilets or the drainage system. Should the Bidder be found responsible for deteriorating EAC property, the EAC reserves the right to require the Bidder to pay for damage caused to EAC owned property.
- 8.8 The EAC or its designated representative will regularly inspect, and report on cleanliness and hygienic standards. Should inspections identify deficiencies in the performance of the Bidder to maintain cleanliness and hygienic standards, the Bidder will be notified, and given appropriate time to rectify deficiencies. Failure of the Contactor to rectify deficiencies in a reasonable time will be considered a Breach of Contract.
- 8.9 All ingredients, raw materials and any other goods used in the connection with the preparation of the foods and drinks will be purchased by the contractor at its expense.
- 8.10 The Bidder shall provide and charge for, in the price of food and beverage items, necessary disposables, including but not limited to: napkins, napkin holders, salt & pepper (including salt & pepper shakers), olive oil, vinegar and toothpicks. In addition, any other items not indicated as being provided by the EAC in this Scope shall also be provided by the Bidder.
- 8.11 **Cashier Service:** The Bidder shall provide an efficient cashier service and is responsible for collecting payment for all purchases name in Tanzania Shillings and US Dollars. The Bidder shall provide a cash register to handle, at a minimum, payments in cash which shall generate bills/receipts', as well as provide periodic sales summary for audit by the EAC. The Bidder's ability to handle alternative payment methods, such as credit/debit cards, mobile pay, or other cashless payment methods will be considered an added value.
- 8.12 **Notice Board (physical):** The Bidder shall maintain a Notice Board at the Cafeteria and on a Catering Services website and /or email provided by the EAC. The Bidder and shall be responsible for displaying and updating information on the Notice Board. This information shall include, but is not limited to, the approved price list, weekly menus,

working hours, Customer Suggestion Forms as well as other important customer information.

- 8.13 **Lost and Found Property:** It is the Bidder's responsibility to ensure that any and all personal items or money found by the Bidder's personnel must be returned to the EAC Security Office.

9.0 Utilities, Services, Built-in Equipment, and Supplies to be provided by the EAC

Utilities will be provided to the Bidder free of charge. The Bidder will be required to manage these utilizes to ensure the efficient and responsible use of the EAC's resources.

- 9.1 The Cafeteria Eating Areas, indoor and outdoor, will be cleaned by the contractor.
- 9.2 **The EAC shall not supply OR maintain a stock of cutlery and crockery for use by the contractor**
- 9.3 The Bidder shall sign a hand-over/take-over document for equipment and items provided by the EAC, at its sole discretion, for the execution of the Contract. Only the Bidder's staff members authorized by the EAC shall use EAC equipment and items for providing services under the Contract.
- 9.4 The Contractor shall use EAC –supplied equipment in a prudent and reasonable manner, as if the equipment were the contractor's own property. In the event of damage caused to equipment, cutlery or crockery that renders it unusable, the Contractor shall promptly notify the EAC. The Bidder shall promptly repair or replace the equipment at its own cost, to a comparable standard accepted by the EAC.
- 9.5 The Bidder shall remedy, at its own expense, any loss or damage to EAC –owned or controlled real estate, equipment, or personal property, when said damage, when said damage is the result of the Bidder's negligence or failure to meet its contractual obligations.
- 9.6 The EAC will provide the contractor with a local telephone line for official use only, i.e. receipt of take-out orders, and contract administration.

10.0 Off-Site Food Preparation

- 10.1 The contractor may opt for off-site processing of ingredients, or the preparation of certain dishes if it determines that this is more efficient, provides better quality, or allows the Bidder offer a greater variety. The

contractor must submit a proposal, seeking the EAC's written approval to do so.

10.2 All the conditions of sanitation and hygiene shall apply to the operation of an off-site food preparation facility.

11.0 Menu Selections and Service

The Bidder is required to offer, on an open buffet, self-service basis the following:

- **Breakfast:**
- **Lunch:**
- The Bidder shall provide its proposal for Weekly Menus.
- Take-Away Service: The Bidder shall provide take away services during cafeteria service hours. The Bidder shall operate a phone-on and/or on-line service for ordering, and the provision of environmentally friendly containers, cutlery and bags for take-away orders.

12.0 Menu and Item Pricing

12.1 The Bidder is responsible to provide a complete Lunch Menu, inclusive of a starter, main course, and dessert – a three course menu.

12.2 The Bidder shall also provide pricing for items on an a la Carte basis.

12.3 The Bidder shall provide the Cafeteria Services in accordance with the Menus and Schedule of Prices, agreed at the commencement of the contract. The prices agreed at the commencement of the contract shall remain fixed for the duration of the contract unless otherwise, mutually agreed. Should the Bidder wish to modify the Menu or change the Schedule of prices, the Bidder shall submit a proposal in writing to the EAC. The proposal must contain details of the requested changes, and justifications. The Bidder may only make such changes after consultation with, and written agreement of the EAC.

13.0 RESPONSIBILITIES OF THE BIDDER

13.1 Standard of Conduct

14.1.1. The Bidder shall obtain, store, handle and sell food and beverages of high quality that meet or exceed the local health and sanitation standards, and which are procured in conformity with best restaurant and commercial practices.

14.1.2. In operating the Cafeteria, the Bidder shall meet or exceed all standards of sanitation, hygiene and cleanliness as defined by the Tanzania Food and Drugs Authority ("TFDA"), shall ensure that its staff abides by all relevant rules and regulations

including, but not limited to those contained in the TFDA Guidelines for Registration and Licensing of Food Premises (“TFDA Guideline”). The EAC reserves the right to make periodic inspections to determine that the Bidder operates in conformance with these Standards, see Section 4.2 below.

- 14.1.3. No smoking is permitted inside the premises. Smoking is only allowed in designated areas.

14.2. Personnel: Appearance & Hygiene, Health, and Professional Qualifications

14.2.2 General Requirements

14.2.2.1 The Bidder shall provide properly trained and supervised staff as necessary to satisfactorily provide the Services. The Bidder shall provide brief CV’s, training and trade certificates of all initial and replacement personnel.

14.2.2.2 The EAC may, request at its sole discretion, in writing, the withdrawal and replacement of any of the Bidder’s personnel. Such requests shall not be unreasonably refused by the Bidder.

14.2.2.3 The Bidder shall provide immediate replacement of any withdrawn personnel following a receipt of any request by the EAC. The replacement of personnel shall be made in a manner that would have the least adverse impact on the provision of Services to the EAC.

14.2.2.4 All personnel employed by the Bidder shall be in good general health without physical or mental defects or abnormalities which may interfere with the performance of their duties. They shall be free from communicable disease.

14.2.2.5 All personnel must be proficient in English and Kiswahili languages.

14.3 Personal Appearance and Hygiene

14.3.1 Employee Uniforms:

All personnel must be dressed in uniform fashion. The Bidder must provide all of its employees with at least three (3) sets of uniforms to be worn at work only.

14.3.2 Gloves:

The Bidder shall ensure that all personnel (including managers and supervisors) wear gloves at all times while handling food.

14.3.3 Hair Restraints:

All personnel entering or working in food preparation or food service area must wear hairnets or other effective hair restraints.

14.3.4 Identification Badges:

The Bidder shall be responsible for acquiring and maintaining the appropriate number of identification badges needed to conduct day to day activities. Identification badges shall be issued by the EAC to all personnel and worn at all times while on EAC premises/facilities

14.3.5 Hygiene:

Personnel must wash hands at all times upon reporting for work, immediately after eating using the toilet, using tobacco products, and after handling raw meat, poultry, garbage, or soiled items. Fingernails must be clean at all times and free from nail polish.

14.3.6 **Jewelry:**

With the exception of plain wedding bands, personnel preparing, handling and serving food shall not wear jewelry, including wristwatches.

14.4 **Health**

14.4.1 **Validity of Medical Certificates:**

It shall be the responsibility of the contractor to maintain the validity of all medical reports of its employees.

14.4.2 **Medical Treatment:**

The Bidder shall be responsible for providing medical insurance to its employees. The EAC shall have no obligation whatsoever to provide medical treatment for the Bidder's employees.

15 **Key Personnel:**

The Bidder must provide the key personnel with the following qualifications. Any changes to key personnel are subject to the prior written approval of the EAC.

i. Catering Manager: Must have the diploma certificates in hospitality operations including food and beverage services and at least 5 years' experience in catering and/or restaurant management. Must be available each day, at a minimum during peak periods such as breakfast and lunch.

ii. Cook:

Must have a certificate in food production and at least 3 years' experience in a commercial kitchen and/or restaurant. Must be available each day, at a minimum during peak periods such as breakfast and lunch.

iii. Food Preparation and Serving Staff:

Bidder shall be responsible for providing dedicated, trained serving staff in sufficient numbers to perform the Services according to this Scope. The

Bidder should also maintain a “reserve pool” of workers who may replace those who are absent, on leave or otherwise unavailable.

The wages of all personnel shall be according to the current Tanzania Government regulated wages.

16. Safety and Security

16.1 All personnel of the Bidder shall register with and obtain clearance by the EAC Security section. The Bidder shall, at its own costs, maintain a pool of personnel with full EAC security clearance, to replace personnel absent on leave or otherwise. Staff employed by the Bidder must follow EAC security regulations in force at all times.

16.2 The Bidder shall provide the EAC with detailed personal history statements of the employees it intends to assign to this contract. The Bidder shall not assign any employee without prior approval of the EAC Security Section.

16.3 All EAC provided photo-identification cards must be surrendered to the Security and Safety Section upon completion of the Services, or at any time requested by the EAC.

16.4 All employees of the Bidder shall be required to follow and comply with directions given by the head of Security Section, and must respect access restriction protocol.

17. Observance of Law

The Bidder shall abide by all applicable laws and regulations in providing the services specified in this Scope, including but not limited to the Tanzania Food, Drug and Cosmetics Act (2003), Good Hygienic practices as provided In the Tanzania Food, Drug and Cosmetics (Food Hygiene) Regulations (2006) and the Tanzania food, Drug and Cosmetics Guidelines for Good Manufacturing Practices of Food Products (all available on www.tfda.or.tz).

The Bidder shall be responsible for obtaining, at its own cost and expense, any licenses or permits required by law to perform the Services.

Whenever the Bidder has knowledge that any actual or potential labour dispute or other occurrence or event threatens to delay the proper and timely performance of Services under the Contract, the Bidder shall immediately give notice thereof to the EAC and provide advice on measures to mitigate the impact.

18. ADDED VALUE FACTORS

i. Bidders should note that these factors are NOT necessary to be met by the Bidder: as such they are NOT MANDATORY. However, meeting these factors is considered an Added Value to the EAC. Therefore, meeting and /or complying with these add value to your proposal.

ii. Ability to provide gluten free products.

iii. Ability to provide a wide variety of menu choices from different cuisines beyond the minimum requirements identified in this Scope.

- iv. Ability /willingness to provide service beyond working hours, including hot meals at dinner time on a periodic basis to be agreed upon between the Bidder and the EAC.
- v. Ability to handle alternative payment methods, such as credit/debit card, mobile pay, or other cashless payment methods.
- vi. Ability to provide catering services, such as lunches or snacks and drinks, for small events hosted on the EAC premises. Where such additional services are required, the EAC, or the EAC Staff will submit a service request to the Bidder. Items and prices shall be agreed upon in advance.
- vii. Ability to mobilize and provide preliminary, basic catering services, including cold items, soups, coffee and cold beverages, in less than two (2) weeks from contract signing.
- viii. Ability to provide snack and/or meal service outside of official working
- ix. Ability to mobilize and provide full catering services in less than four (4) weeks from contract signing is considered an added value.

19. PERFORMANCE EVALUATION and EAC’s RIGHT to REVIEW

19.1. Performance Evaluation

These Bidder’s performance will be measured and evaluated against the requirements set forth in this TORS

19.2. Performance Standard/Key Performance Indicators

Accepted Performance Level

The following performance standards and the acceptable performance level (APL) in respect of meal delivery, responsiveness to the EAC first call and number of verified and established complaints shall apply. The EAC in its sole discretion, using random and unannounced inspection and customer surveys shall determine verification.

Performance Standards	Acceptable Performance Level (APL)
Timely service of meals delivered (20 minutes or less)	100% of meals delivered for 7 day period meet the standard.
Bidder responds to the EAC at first notification	100% compliance
No more than two complaints verified and established within one month	99% compliance
Weekly proposed menus are creative and varied	Little duplication in menu items and they are provided for staff to access in a timely manner
Ad- hoc catering of meetings provided professionally and to the agreed standard	100% or meeting catering requests are addressed positively when submitted 48 hours in advance
Off- site food preparation facilities, when used, will not negatively affect the quality of food.	100% compliance to maintenance of food variety and quality.

19.3 **The EAC's Right to Review**

- 19.3.1.1. To ensure food safety and conformity with the applicable standards and adherence to the terms and conditions of the Contract, the EAC may inspect any aspect of the Caterer's performance. The contractor shall comply with any remedial actions (s) requested by the EAC for compliance, and shall acknowledge by initialing any defective performance observation recorded by the EAC.
- 19.3.1.2. The EAC reserves the right to reject any food or services in full or in part, on the basis of non-compliance with the terms and conditions of the Contract. The Bidder shall incur all direct or indirect costs resulting from such rejection and any cure thereof.
- 19.3.1.3. Poor performance including, but not limited to non-supply of food, serious lack of hygiene, non-compliance with medical guidelines and recommendations, failure to pay personnel salaries, consistent late payment of any EAC invoices by the Bidder may constitute a breach of the contract. Should the Bidder fail to remedy any such poor performance within the period directed by the EAC contract manager, the EAC may seek financial compensation and/ or terminate the Contract?
- 19.3.1.4. The Bidder shall, at all times keep Customer Suggestion Forms near the cashier station. The EAC will maintain a Customer Suggestion Box, in the dining area, to collect, review and submit these forms to the Bidder for appropriate actions. Failure of the Bidder to respond to suggestions/complaints will be considered a breach of contract.

20. **QUALITY CONTROL/QUALITY ASSURANCE**

20.1. Quality Control Plan

- 13.1.1 The Caterer shall submit a complete QC program to the EAC for approval within 15 days after award of the Contract. The approved QC program shall be established from start date and adhered to throughout the contract duration. Any changes or deviation must be approved by the EAC prior to implementation.

Content of QC Plan: As a minimum, the quality control plan shall include the following:

- 13.1.2 An inspection and monitoring system of the premises and equipment being used for provision of the services described in this TOR and the eventual contract. The QC Plan must specify the area to be inspected on both a scheduled or unscheduled basis,

how often inspections will be accomplished, and the titles of the individuals who will perform the inspections and monitoring.

- 13.1.3 A method of identifying deficiencies in the quality of services performed before the level of performance become unacceptable. The EAC will use customer survey questionnaires designed for this purpose.

20.2 **Quality Assurance (QA)**

- 20.2.1 The Bidder will provide the EAC with unrestricted access for the purpose of carrying out such inspections. Hygiene conditions within such premises must be of high standards and must be observed by all Bidders personnel.
- 20.2.2 Performance that does not meet the acceptable standards to EAC will be rejected. At the EAC request, rejected equipment and products will be immediately removed from EAC premises at the expense of the Bidder.
- 20.2.3 Evaluation of Bidder Performance: The EAC or its designee will monitor the performance and take appropriate actions to ensure deficiencies are properly handled in a timely manner.

GUIDELINES FOR WEEKLY MENUS

The Provision of Catering Services

1. Bidders are required to demonstrate their ability to meet varied culinary tastes and preferences to suit varied cultural backgrounds. Bidders are required to provide wholesome, nutritionally balanced, favorably priced meals featuring a selection of both national and international cuisine.
2. The Bidder is required to propose Weekly Menus in, which shall include but are not limited to the items in the menu guidelines below.
3. Bidders are encouraged to propose additional items and these shall be included in the list, Bidders are required to include portion sizes of the items being proposed, using appropriate units of measure.
4. Menus
 - 4.1 Breakfast items may be comprised of, but are not limited to the following:
 - 4.1.1 Continental Breakfast: Comprised of coffee drinks a variety of teas, milk, assorted juices, rolls or croissant with butter and jam. Must also include vegetarian/vegan options.
 - 4.1.2 Full Breakfast: Comprised of coffee drinks, a variety of teas, milk, hot chocolate, assorted juices, toast, breads, rolls and croissant, egg dishes (fried, boiled, or scrambled), accompaniments such as bacon, sausage or bacon, and cereal. Must also include vegetarian/vegan options.
 - 4.2 Lunch should be in the form of a Buffet. Selections may include, but are not limited to the following items. To ensure variety on a daily basis, menus may include choices from the three (3) menu categories listed below. A vegetarian / vegan option must be included on a daily basis.
 - 4.2.1 Entrees, including but not limited to salads, vegetables and soups
 - 4.2.2 Vegetarian Menu
 - 4.2.3 Fish Menu

-
-
- 4.2.4.1 All meals include a variety of starch (e.g. potato, rice, cereals, etc.) and a selection of vegetables. The menu items may be accompanied with a variety of vegetarian / vegan and non-vegetarian sauces, gravies, etc.
- 4.2.5 Beverages: Hot and cold drinks
- 4.2.6 Dessert including fresh fruit, cakes / pastries, ice cream, etc.

5. WEEKLY MENU PROPOSALS

5. The Bidder is required to submit a proposed Weekly Menu, with options as follows. Prices for proposed menus and menu items shall only be included in the Bidder's Financial Proposals that include prices in the Technical Proposal will be considered non-compliant and the proposal will not be further considered.
1. Breakfast
 - 1.1 Continental Breakfast Menu, and;
 - 1.2 Full Breakfast Menu
 2. Lunch Buffet
 - 2.1 Complete Lunch Buffet Menus including portion sizes and photographs of the proposed items, comprising the following courses:
 - Three (3) Entry dishes with details on the composition
 - Three (3) Main dishes with details on the composition
 - Condiments, Beverages and Desserts
 - Local Menus
 - 2.2 Lunch Buffet proposals will be scored based on variety (daily and weekly), portion size, and, appearance – quality and nutritional value.
 - 2.3 Bidders shall provide details of all proposed Breakfast and Buffet Menu Proposals, including portion size and nutritional information.
 - 2.5 The basis for the proposal is not exhaustive; therefore, the EAC encourages Bidders to propose additional Breakfast and Lunch Buffet Menus or traditional cuisines. However, additions should not be considered as substitutions for the basic range of items identified above.

EVALUATION CRITERIA

A. Evaluation Process

Proposers are hereby informed that their proposals will be evaluated in a two-part process involving technical and commercial evaluation

A.1 Technical Evaluation:

The technical evaluation will be in 3 phases as follows:

Preliminary Evaluation: Evaluation of mandatory/minimum requirements

These include:

	Mandatory Criteria	Scoring method	Information/docu ments required to substantiate compliance	Documents provided (YES/NO)
1	Operating Licenses: The Bidder must be licensed to operate a catering business in Tanzania. This includes relevant operating licenses from Tanzania and Drug Administration as well as Taxpayer Identification Number, registration of business name to Business Registration and Licensing Authority, Certificate of incorporation from Business Registration and Licensing Authority (BRELA), as necessary and Business Permit from Tanzania Food & Drugs Authority.	Pass /Fail	Copies of valid operating licenses in Tanzania as well as TIN: business registrations and Business permit from Tanzania Food & Drugs Authority.	(YES/NO)
2	Minimum Experience: Bidder must have at least three (3) years' relevant experience in the cafeteria, restaurant, and/or catering business.	Pass /Fail	Valid operating licenses showing the experience of the company in the field of catering services	(YES/NO)
3	Company Background: The Bidder will be required to provide a list client to whom it has provided similar services (complete with contact names, telephone numbers and/or emails, for verification purpose). The Bidder shall also provide reference letters from at least three (3) current or former clients (References)	Pass /Fail	(a) List of clients to whom it has provided similar services (b) List of at least 3 past or ongoing contracts and reference letters.	(YES/NO)
4	Provision of a Service Implementation Plan and Sample Menus. The Bidder is required to provide a detailed Service Implementation Plan, and Sample Menus, indicated in the TOR	Pass /Fail	Copies of Detailed Service Implementation Plan and Sample Menus	(YES/NO)
5	Provision of a Quality Control Plan: The Bidder must confirm	Pass /Fail	Written Confirmation	(YES/NO)

	that he/she will provide a detailed Quality Control Plan within 15 days after award of the contract.			
6	Provision of a sample service Report and Recordkeeping: The Bidder is required to provide sample Service reports and Recordkeeping, indicated in the so W at the time of the bid submission.	Pass /Fail	Copies of sample Service Reports and recordkeeping	(YES/NO)
7	Food Tasting and Evaluation: The Bidder must participate in a Food Tasting and Evaluation. The Bidder will require preparing and serving sample items from its proposed menus. The items will be evaluated by EAC representatives for a variety of factors, including nutritional content, freshness, presentation, taste, range and value.	Pass /Fail	Written Confirmation	(YES/NO)
8	Provision of Services: The Bidder must provide all service coverage indicated in the ToR, in particular the service population. This also include the acceptance of the terms regarding an initial period of three (3) years with an irrevocable and exclusive EAC option for two (2) successive periods of one (1) year each, for a total possible Contract term of five (5) years.	Pass /Fail	Written Confirmation	(YES/NO)
9	Scope of day-to day operations: The Bidder will be responsible to establish, maintain and operate day-to day operations of the Catering Service; including matters of its own personnel, insurance, provision of food storage/preparation/cooking/clean-up equipment, procurement	Pass /Fail	Written Confirmation	(YES/NO)

	of supplies, inventory management, and recording of financial transactions.			
10	Mobilization: (Preliminary Service - Mandatory): The Bidder shall mobilize and be prepared to provide the Basic Catering Services; including cold items, soups, coffee and cold beverages – The Bidder shall be prepared to provide this service within four (4) weeks from contract signing Additional credit will be given for proposals that indicate a shorter mobilization/service.	Pass /Fail	Written Confirmation	(YES/NO)
11	Mobilization (Long-term Service-Minimum): The Bidder shall mobilize and be prepared to provide the Full Catering Services, the Bidder shall be prepared to deploy &set up equipment, and commence full catering services within eight (8) weeks from contract signing.	Pass /Fail	Written Confirmation	(YES/NO)
12	Personnel: Bidder must commit to provide Key Personnel meeting the requirements indicated in this TOR. The Bidder shall provide brief CV's, and training/certification certificates of: (a) All proposed personnel, (b) Catering Manager, (c) Cook	Pass /Fail	Copies of CV and training Certificates	(YES/NO)
13	The catering Manager: must have a minimum of 5 years relevant experience in Catering Services.	Pass /Fail	Copies of profile showing the experience of the Catering Manager	(YES/NO)
14	The Cook: Must have a minimum of 3 yrs relevant experience in Catering Services.	Pass /Fail	Copies of profile showing the experience of cook	(YES/NO)
15	List of Supplementary Equipments: The Bidder shall confirm that he will be responsible for providing all the necessary supplementary	Pass /Fail	List of the necessary supplementary equipment/materials to fulfill its	(YES/NO)

	equipment/materials to fulfill its obligations.		obligation	
16	Medical Examination: An entry medical examination shall be carried out on all Bidder personnel, at the Bidder's expense, prior to the start of the Contract. Medical reports reflecting the results of the examinations must be submitted to the EAC Medical Officer for review and approval by t, prior to the start of the Contract period. Follow-up medical examination of all Bidder personnel shall be conducted every three (3) months.	Pass /Fail	Written Confirmation	(YES/NO)

Second stage: Evaluation of Added Value Requirements based on pre-established evaluation criteria. Technical proposal meeting the First Phase will be evaluated on the Second Phase as follows:-

	Additional or Value – Added Requirements – These will have no consequences in terms of responsiveness or disqualification. (Meeting Additional or Value Added Requirements will be considered an added value to the services.	Scoring Method
		Points
	Relevant experience	6
	Additional references	6
	Sample Menus Provided	9
	Implementation Plan that describes how the services will be provided	6
	Submission of the implementation Plan and Sample Menus:	6
	Ability to provide Organic and/or gluten free products	6
	Ability to provide a wide variety of menu choices from different cuisines beyond the minimum requirements identified in this Scope.	3
	Ability to handle alternative payment methods, such as credit/debit card, mobile pay, or other cashless payment methods.	3

	Ability to provide catering services, such as lunches or snacks and drinks, for small events hosted on the EAC premises. Where such additional services are required, or agreed upon in advance.	6
	Ability to mobilize and provide preliminary, basic catering services including cold items, soups, coffee and cold beverages	6
	Ability to mobilize and provide full catering services in less than 8 weeks from contract signing:	9
	Personnel	
	Catering Manager	6
	Cook	3
	TOTAL	75

Third Phase: A mandatory site visit to one of the Bidders' present business client's premises will be part of the technical evaluation, for sample food tasting and in order for the Technical Evaluation Committee (TEC) to observe, review and determine the vendor's technical ability and capacity in providing the cafeteria services,.

Commercial Evaluation:

- 1 Unit price of meals:
- 2 Payment Terms
- 3 Value added requirements:
Information and/or documents required to demonstrate compliance with

FINANCIAL PROPOSAL FORMAT PROVISION OF CAFETERIA					
1.00	Continental Breakfast	Weight per portion in grams	Unit price	Discount (if any)	Total Price
1.1	Coffee Drinks (small / Medium / Large)	Cup			
1.2	Tea Drinks (small / Medium / Large)	Cup			
1.3	Rolls and Croissants	Piece			
1.4	Juices (small / Medium / Large)	Cup			
1.5	Condi -ments	Grams			
1.6	Other Items (please specify)				
2.00	Full Breakfast	Weight per	Unit price	Discount (if	Total Price

		portion in Grams/ for liquids		any)	
2.1	Coffee Drinks (small /Medium / Large)	Cup			
2.2	Tea Drinks (small / Medium / Large)	Cup			
2.3	Juices (small / Medium / Large)	Cup			
2.4	Breads Rolls and Croissants	Piece			
2.5	Egg Dishes	Piece			
2.6	Egg Accompaniments				
2.7	Cereals (small / Medium)	Boll			
2.8	Condi-ments	Grams			
2.9	Other Items (please specify)				
3.00	Lunch Buffet	Weight per portion in Grams	Unit price	Discount (if any)	Total Price
3.1	Complete Lunch Buffet Menus with the following courses. - Lunch Buffet proposals will be scored based on variety (daily and weekly), portion size, and appearance-quality, and nutritional value. - Bidders shall fill	Grams			

	<p>in the menu proposal tables, either electronically or in legible handwriting</p> <p>- Bidders shall provide details of all proposed breakfast and buffet menu proposal' including portion size and nutritional information.</p>				
3.2	Three (3) Entry dishes with details on the composition	Grams			
3.3	Three (3) Main dishes with details on the composition	Grams			
3.4	Condiments, Beverages and Desserts	Grams			
<p><i>(*) Weight per portion and/or photographs of the proposed menus must be submitted by the bidder.</i></p>					
<p>Currency of Proposal</p>					

The service provider will be responsible for service, repair and replacement of Spare parts to all the Machines. The Service is carried out on an ongoing basis (i.e. once every three (3) months. This is a normal clean up service provided, whereby, worn out parts are replaced to avoid breakdown.

Note. There are some other items to be considered during negotiations.

GENERAL CONDITION: The structure is under good structural and decorative conditions, structural design, layout and workmanship is of a very high standard.

LOT 2: MAINTENANCE AND REPAIR OF MOTOR VEHICLES AND SUPPLY OF SPARE PARTS AND ACCESSORIES (MOTOR VEHICLE MAKES TOYOTA, MERCEDES BENZ AND NISSAN)

- The Community operates a fleet of about 30 motor vehicles which include
- The vehicle shall undergo routine maintenance as per recommended mileage requirements
- Garages are expected to take utmost care for EAC cars during maintenance of repairs
- Security measures is of great essence
- Garages shall maintain insurance against burglary or fire
- Garages are expected to have all the necessary tools and equipment

1 INTRODUCTION

1.1 EAC intends to procure professional services of the highest from experienced and professional MOTOR VEHICLE REPAIRS AND SUPPLIERS OF SPARE PARTS AND ACCESSORIES dealers (operating within EAC Partner States) for the motor vehicle repairs services and supply of spare parts and accessories. The services of the dealer will be accessible by EAC within and outside the EAC headquarters. See appendix A for list of services and goods.

1.2 The fleet of vehicles of EAC are Mercedes Benzes, Toyotas, Nissans, Ford and Land Rovers

1.3 Tenderers will meet all costs associated with preparation and submission of their applications.

1.4 It is EAC's policy to require that tenderers observe the highest standards of professional ethics during the selection and execution of such contracts

2 Technical Proposals

In preparing the technical proposal, candidates are expected to examine the documents comprising this invitation to tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

2.1 Candidates are required to meet the compliance criteria stipulated therein. Those who do not meet the requirements need not submit tenders. Only tenders which fulfil these requirements will be considered for detailed evaluation.

3.0 TENDER EVALUATION

3.1 General

Candidates shall not contact the EAC on any matter relating to their tender from time of the opening of the tenders to the time the evaluation is finalised and official communication is sent to respective. Any effort by the candidates to influence EAC in the tender evaluation shall result in rejection of their tender.

3.2 Evaluation of Technical Proposals

3.3 EAC will examine the bids to determine whether they are complete and generally in order to be determined as sufficiently responsive.

3.4 EAC will carry out the evaluation of the Technical Proposals, on the basis of their responsiveness to the Terms of Reference.

3.5 Tenderers who will qualify according to the selection criteria will be invited to submit their quotations for the supply of goods/services as and when required by EAC

3.6 EAC reserves the right to accept or reject any or all Tenders without the obligation to assign any reasons for its decision thereof.

5.0 TERMS AND CONDITIONS OF BUSINESS

5.1 Tenderers should accept EAC's official Orders for provision of services or supply of goods.

5.2 Payment terms will be thirty (30) days after date of delivery and Invoicing.

5.3 Applicants for motor vehicle repair services conducted at their premises will meet all the requirements stipulated in the attached Terms & Conditions of Motor Vehicle Repair Contract.

5.4 EAC reserves the right to visit the physical garage /workshop premises to assess its capability to deliver the said services as a measure of post-qualification.

5.5. The Language to submit documents is **English**.

SECTION 1 (B)

TERMS AND CONDITIONS OF CONTRACT APPLICABLE TO MOTOR VEHICLE REPAIR SERVICES

1.0 LEGAL REQUIREMENTS

The Contractor **MUST** comply with the following legal requirements:-

- (a) Business must be conducted on legally owned or legally leased premises with documented proof of this condition.
- (b) Must Possess valid legal licence to conduct vehicle repair business within the premises in (a) above.
- (c) Must possess valid Business certificate of incorporation.
- (d) Must possess valid business insurance cover within the business premises against the following: -
 - (i) Theft of property, vehicles or vehicle parts and accessories
 - (ii) Damage to property, vehicles or vehicle parts due to fire.
 - (iii) Accidental damage to property or vehicles, while under repairs.
- (e) Must provide a copy of VAT registration certificate or exemptions certificate where applicable.

2.0 SECURITY

The Contractor must provide adequate security and operate within: -

- (a) Secure workshop / garage, surrounded by stone walls with lockable metallic gates.
- (b) The premises must be manned by guards of a reputable Security firm.

3.0 FINANCIAL CAPABILITY

- 3.1 The Contractor should have the resources and the financial capability to provide vehicle repair services within the agreed repair periods.
- 3.2 The Contractor should have documented proof of ability to acquire spare parts and perform vehicle repair services, before payments are made for the services provided. The proof will be in the form of a company statement or latest Bank statement.

4.0 WORKSHOP FACILITIES AND CAPABILITY

- 4.1 The Contractor should possess the following workshop facilities, equipment and working tools as minimum requirements for motor vehicle repairs including: -
 - (i) Air Compressor (at least 200 psi) and spray painting capability.
 - (ii) Arch welding and Gas welding sets.
 - (iii) Service pit or ramp.
 - (iv) At least 2 sets of Complete Automotive Mechanics' tool boxes.
 - (v) Working space to accommodate at least four saloon vehicles being worked on at the same time.
 - (vi) Other workshop equipment and fittings including work benches and bench vices.
- 4.2 The workshop should have a team of qualified workers (Mechanics); At least two mechanics with a Government Trade test grade I certificate among experienced mechanics should comprise the Contractors staff list.
- 4.3 The Contractor should have at least a telephone facility or fax to enhance effective communication.

5. SPARE PARTS

- 5.1 Genuine new spare parts shall be fitted on vehicles during repairs.
- 5.2 The defective old parts replaced from the vehicles will be provided accompanied with a delivery note enlisting the parts at the time of release of the repaired vehicle.
- 5.3 No second hand spare parts shall be fitted/used on the vehicles during repairs.
- 5.4 Prices charged on the new spare parts used in the repairs should be competitive in the open market. The EAC has the right to challenge non-competitive applied prices and shall demand for appropriate credit note amounts where necessary.
- 5.5 Discounts offered on parts will consistently be applied in invoices on spare parts supplied and/or used in repair of vehicles.

6.0 TERMS OF BUSINESS

- 6.1 The Contractor shall accept to honour Purchase Orders of East African Community (EAC) subject to all the terms and conditions therein.
- 6.2 The Contractor shall accept to release repaired vehicles with certified invoices.
- 6.3 The invoices shall be paid within thirty (30) days from the date of submission.
- 6.4 No vehicles shall be released without a delivery note, the repair invoice and the old parts duly listed on the delivery note.
- 6.5 The Contractor shall accept full responsibility of EAC vehicles and any valuable items or documents in the vehicles under repair.
- 6.6 The vehicles will be released against a letter of authority to collect the vehicle together with all the items listed in it. The letter shall be signed by an officially authorised EAC officer, and duly stamped with official Company seal/stamp.
- 6.7 For repair costs expected to exceed one thousand US dollars (US \$ 1,000.00), the contractor shall notify the Company in writing before authority to go ahead with the repair work is given in writing.
- 6.8 Warranty - The Contractor shall guarantee good workmanship and quality repair services. For major repairs and overhauls, premature failures of major components shall be rectified at the Contractor's expense to a level acceptable to the company.
- 6.9 In case of a standard engine, Gearbox or Differential unit overhauls a guarantee to cover mileage not less than 10,000 Km should be given.

7.0 QUALITY OF REPAIRS

The Contractor shall do high quality repairs of professional standards. Repeat repairs shall be done at the cost of the contractor and where notoriety is observed the contractor shall risk the contract being withdrawn at the discretion of the company and shall be liable to consequential damages.

7.1 Accurate diagnosis

The contractor shall make accurate diagnosis to eliminate requisitioned defects and take responsibility to fit correct genuine parts. Where wrong diagnosis is done to cause fitting of wrong parts, the contractor shall rectify the error at their own cost and charge the genuine cost corresponding to the requisitioned works.

7.2 Workmanship

The contractor must assure good workmanship and any damage or loses due to poor workmanship shall be borne by the contractor.

8.0 Inspection and Tests

The Company reserves the right to inspect and/or test the vehicles in the Contractor's premises to confirm the quality of repairs and spares used. The Contractor shall ensure that the tyre and battery serial number, make and size records at the time of entry of the vehicles tallies with the records at the time of release.

9.0 Probation Period

There will be a probation period of six (6) months or a period within which at least four vehicles have been successfully repaired, whichever is greater.

10.0 Termination of Contract

The Company reserves the right to terminate the contract without notice and without obligation to assign any reason for the decision.

11.0 Period of Contract

The contract will run for a period of **One (1)** year from the date of your Acceptance Letter renewable upon satisfactory performance.

12.0 Storage of vehicles

During the repair of vehicles, the Contractor shall be expected to safely retain the vehicle at the garage/workshop premise until the repairs are complete. Storage charge claims should not arise at any time during the contract.

13.0 Mileage and Fuel Records

The speedometer and the fuel gauge readings shall be recorded, and the Contractor will account for any changes of such readings at the time of release of the vehicle. Unauthorized mileage covered while the vehicle is booked in for repair will be charged to the Contractor at the prevailing Official Company charges (Charge out rates).

14.0 Documents to be submitted

Copies of the following document should be submitted with your proposal: -

1. A copy of the current valid Trade licence
2. A copy of Registration certificate
3. A copy of the business PIN/TIN registration certificate
4. A copy of VAT registration certificate or exemption document.
5. Certificate of Insurance of business against damage to property, fire, theft and general damages.
6. Copies of last 3 annual audited account reports
7. All other requirements earlier indicated in the document.

16.0. Contract Interpretation

This contract shall be interpreted in accordance with relevant laws where the contractor is based.

17.0. Nature of Business

Specify and give details of the services you wish to render and the town/Area location of your interest (Description of goods or services, name of firm, State whether franchise/appointed agent or dealer/manufacturer, Postal and physical address of registered office and branches).

17.1. All tender documents to be initialled and signed by authorised person on all pages and to be stamped on first page and financial and technical quotation parts.

17.2. State the number of employees in the firm and how many are technical, semi-skilled and support staff.

List of Services and goods

1. General Service and repair of motor Vehicles
2. Engineering fabrications, fitting and machining of parts and supply of fasteners
3. Upholstery cleaning

4. Supply of motor vehicle parts and accessories
5. Supply of tools and related hardware and accessories
6. Tyre fitting, wheel balancing and wheel alignment
7. Automotive electrical & electronic repairs and radio repair services
8. Motor vehicle body building, panel beating and spray painting.

Price schedule for Maintenance of motor vehicles

PRICE SCHEDULE		
		M/Benz E320/E350/GL 500
		Please indicate the following
		Price – Tshs./USD/etc. (to remain constant throughout contract period)
1		Labour charge
2		Greasing
3		Changing oil
4		Deaf
5		Engine
6		Gear Box
7		Break Fluid
8		Clutch Fluid
9		Cleaning of air cleaner and element
10		Distilled water
11		General clearing
12		Replacement of
13		Diesel Filter
14		Petrol Filter
15		Oil filter
		Toyota L/Cruiser
1		Labour charge
2		Greasing
3		Changing oil
4		Deaf
5		Engine
6		Gear Box
7		Break Fluid
8		Clutch Fluid
9		Cleaning of air cleaner and element
10		Distilled water
11		General clearing
12		Replacement of
13		Diesel Filter
14		Petrol Filter
15		Oil filter
		Nissan Patrol
1		Labour charge
2		Greasing
3		Changing oil
4		Deaf
5		Engine
6		Gear Box

7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		Toyota Prado	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		M/Benz E240	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	
11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	
		Toyota - Prado	
1		Labour charge	
2		Greasing	
3		Changing oil	
4		Deaf	
5		Engine	
6		Gear Box	
7		Break Fluid	
8		Clutch Fluid	
9		Cleaning of air cleaner and element	
10		Distilled water	

11		General clearing	
12		Replacement of	
13		Diesel Filter	
14		Petrol Filter	
15		Oil filter	

Point Rated Evaluation	Scores	
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no	10	
Number and qualifications of key personnel (attach CV)	15	
Relevant experience of key personnel	15	
Security measures within the garage premises	10	
Insurance against fire, burglary, comprehensive garage number plates	10	
Layout- service bays, cleaning bay, engine room, panel beating area, parking area etc.	10	
Equipment and facilities e.g. inspection kits, tool boxes, electric hydraulics hoists, compressed air equipment, breakdown, fire extinguishers	20	
Size and space available for parking and servicing motor vehicles.	10	
Total Scores	100%	Minimum Score 70%

ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

	Mandatory requirement (Eligibility criteria)	<i>Compliant or Non-Compliant</i>
	<p>Documents that must be submitted with the Proposal are:</p> <ul style="list-style-type: none"> • Audited Financial statement for the last three years • Company Profile • Business Licence • Tax identification references/ Numbers • Tax Compliance Certificate • Consortium agreement and authorisation letter(Only if relevant) • Certificate of registration • Number of copies submitted • Properly signed bid • Site visit where applicable 	

Please note that failure to submit documents indicated above will lead to outright disqualification.

INSTRUCTIONS TO EVALUATORS

Each evaluator must make an initial assessment of the technical offers and award scores on each sub-criterion according to his/her assessment.

Each evaluator should be able to justify his/her assessment and scores in a meeting of the Evaluation Committee. The justifications must relate to the description of the project needs in the terms of reference and, for the key experts, to the profile descriptions included in it. Evaluators must therefore make comments in the strengths and weaknesses boxes.

The assessments made will be discussed in the evaluation meeting(s) and each evaluator may make adjustments to the initial assessments after this discussion.

If interviews are held, each evaluator may revise his/her assessment of individual key experts on the basis of these but the justification for any such adjustment must be given to the Evaluation Committee.

SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

No	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Corrected Amount	Exchange Rate	Converted Total	Evaluated total	Rank
1.		USD									
2.											

SITE VISIT CERTIFICATE

THIS IS TO CERTIFY that:

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

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

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

(Name and Signature of Bidder or his Representative)

Date: _____

(Name and Signature of the accompanying EAC Official)

Date: _____

EAC Stamp

Note 1: This form shall be completed at the time of the visit to the site where the deliverables are to be carried out.

Note 2: If the bidder has visited the site (WHERE APPLICABLE), this site visit certificate will be stamped.

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 ARUSHA

.....
.....
.....

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: <input type="checkbox"/> Partnership: <input type="checkbox"/> Sole Proprietorship: <input type="checkbox"/> Government Agency: <input type="checkbox"/> Other (Specify): _____		

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 <input type="checkbox"/> Main Office: <input type="checkbox"/>
--	--

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

10. Bank Name:	11. Bank Account Number:
----------------	--------------------------

12. Address of Bank (City/State/Region/Postal Code):	13. Country:
--	--------------

14. Swift Code or ABA Bank Number:

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

1. Has your company ever filed or petitioned for bankruptcy or re-organisation? Yes No
 (If yes, please attach a detailed explanation, filing date and current status)

2. Has your company ever been terminated for contract non-performance? Yes No
 (If yes, please attach a detailed explanation)

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

Yes No

(if yes, please attach a detailed explanation)

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

(If yes, please list former name(s))

Section 4: Goods/Services Classification

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

Manufacturing Distributor Retailer Leasing Wholesaler Maintenance
 Service Consulting Works

Other (please specify) _____

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

3. Company literature attached:

Catalogue Brochure Other (specify) _____

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

Name (please print):

Signature:

Date

Functional Title (please print):		

Attachments:

- q **Annual Reports or audited financial reports for last 3 years/tax filings for last year**
- q **Copy of your company's environmental policy, if applicable**
- q **Explanation of labour disputes, if any**
- q **Company literature (catalogues, brochures, etc.)**
- q **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