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# EAST AFRICAN COMMUNITY



**Bidding Document  
For  
Framework Contracts for Goods**

**Subject of Procurement:** Tender for Supply of Stationery and Supplies, Electricals and Locks, Office Consumables, Printed Stationery, Printed Cartridges, Promotional Materials Printed Corporate Materials under framework arrangements 2024/2025.

**Reference Number:** EAC/GDS/24-25/001

**Procurement Method:** Open Bidding

**Date of Issue:** 15<sup>TH</sup> July, 2024

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# **Standard Bidding Document**

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## Standard Invitation to Bidders

### INVITATION TO BID

#### **SUPPLY OF STATIONERY AND SUPPLIES, ELECTRICALS AND LOCKS, OFFICE CONSUMABLES, PRINTED STATIONERY, PRINTER CARTRIDGES, PROMOTIONAL MATERIALS, PRINTED CORPORATE MATERIALS UNDER FRAME WORK ARRANGEMENTS 2024/2025.**

Dear Sirs/Madam,

1. The East African Community (EAC) is the regional intergovernmental organisation comprised of the Republic of Burundi, the Democratic Republic of Congo, the Republic of Kenya, the Republic of Rwanda, the Republic of Uganda, the United Republic of Tanzania, the Republic of South Sudan and the Federal Republic of Somalia. The Treaty for Establishment of the East African Community was signed on 30<sup>th</sup> November 1999 and entered into force on 7<sup>th</sup> July 2000.
2. The EAC's legal and institutional frameworks are based on the EAC Treaty. There are three organs EAC headquartered in Arusha Tanzania viz The East African Community Secretariat, the East African Legislative Assembly Acts, and the various Protocols; the institutional framework consists of the Executive, Legislative and East African Court of Justice.
3. The East African Court of Justice (EACJ) is the Judicial Arm of the Community, charged with the which shall ensure the adherence to law in the interpretation and application of and compliance with this Treaty.
4. The EAC has been allocated funds to be used for the **Supply of Stationery and Supplies, Electricals and Locks, Office Consumables, Printed Stationery, Printer Cartridges, Promotional Materials, Printed Corporate Materials under frame work arrangements 2024/2025.**
5. EAC invites bids for the **Supply of Stationery and Supplies, Electricals and Locks, Office Consumables, Printed Stationery, Printer Cartridges, Promotional Materials, Printed Corporate Materials under frame work arrangements 2024/2025.**
6. Bidding will be conducted through the Open Tender and is open to all eligible bidders.

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7. Interested eligible Bidders may obtain further information and inspect the bidding document during office hours 0900 to 1700 hours at the address below on or before **30<sup>th</sup> August, 2024** at **11.00 am** East Africa time.
  8. The bidding will be conducted by submission through the EAC Electronic procurement system. Interested bidders will be required to register and submit their bids through the EAC eprocurement system at <https://eacprocurement.eac.int/>. The system will reject any late bids. Bids will be publicly opened on the EAC eprocurement system. Bids will be addressed to:

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

Signature:



**James Chol Deng Nuer**  
Procurement Officer  
**For: Secretary General**

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## Section 1 Instructions to Bidders

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## **Section 1. Instructions to Bidders**

### **A General**

#### **1. Scope of Bid**

- 1.1 The EAC invites bids for the provision of Goods as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Goods 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: Stationery and Supplies
- Lot 02: Electricals and Locks
- Lot 03: Office Consumables
- Lot 04: Printed Stationery
- Lot 05: Printer Cartridges
- Lot 06: Promotional Materials
- Lot 07: Printed Corporate Materials

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

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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;



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- (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

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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

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### **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.

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## **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;

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- (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

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- 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*

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*assembly, if the Contract is awarded to the Bidder; and*  
*(iii) the total price for the item.*

(b) for Services;

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**

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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:



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- (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.

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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

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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

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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.

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### **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

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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 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

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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

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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 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  |
|-----------------------------------|---|
| <b>A. General</b>                 |   |
| <b>ITB 1.1</b>                    | EAC is the procuring entity.  |
| <b>ITB 1.1</b>                    | The subject of procurement is a framework contract for: <b>Goods for a period of 2024/2025.</b>   |
| <b>ITB 1.1</b>                    | The Reference number of the Bidding Document is : <b>EAC/GDS/24-25/001</b>  |
| <b>ITB 1.1</b>                    | The number and identification of lots comprising this Bidding Document is: <b>Seven Lots</b><br><br>The proportion of each Lot that a Bidder may bid for is: <b>Complete Lot</b><br>The minimum and maximum number of Lots a Bidder may bid for is: <b>Minimum One Lot, Maximum- Seven Lots</b>           |
| <b>ITB 5.5</b>                    | The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods for (Lot No.01), 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>B. Bidding Document</b>        |   |
| <b>ITB 7.1</b>                    | For clarification purposes only, the EAC's address is:<br>Attention: <b>The Secretary General</b><br>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b><br>Floor/Room number: <b>Ground Floor, Room G113</b>   |

| Instructions to Bidders Reference        | Data relevant to the ITB   |
|--|--|
|  | Town/City: <b>Arusha</b><br>PO Box No: <b>1096</b><br>Country: <b>Tanzania</b><br>Facsimile number: <b>+255 27 2162190</b><br>Tel: <b>+255 27 2162100</b><br>Email: <a href="mailto:eacprocurement@eachq.org">eacprocurement@eachq.org</a> |
| <b>ITB 7.1</b>                           | 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.   |
| <b>C. Preparation of Bids</b>            |  |
| <b>ITB 10.1</b>                          | The medium of communications shall be in writing.  |
| <b>ITB 10.2</b>                          | The language for the bid is English.   |
| <b>ITB 11.1(h)</b>                       | The Bidder shall submit with its bid the following additional documents:<br>(h) <b>mandatory requirements</b>  |
| <b>ITB 13.1</b>                          | Alternative Bids <b>shall not</b> be permitted.  |
| <b>ITB 14.5</b>                          | The Incoterms edition is: <b>2000</b>  |
| <b>ITB 14.6(a)(i)</b>                    | For Goods, the Bidder shall quote prices using the following Incoterms:<br><b>CIP ARUSHA EACHQ STORES</b>  |
| <b>ITB 14.7</b>                          | The prices quoted by the Bidder shall be in US dollars   |
| <b>ITB 20.1</b>                          | The bid validity period shall be <b>90</b> working days.   |
| <b>ITB 21.1</b>                          | A Bid Security <b>SHALL NOT</b> be required.<br>Where a Bid Security is required, the amount and currency of the Bid Security shall be   |
| <b>ITB 21.2 (d)</b>                      | Other types of acceptable securities are: <b>N/A</b>   |
| <b>ITB 22.1</b>                          | In addition to the original of the Bid, the number of copies required is:<br><b>TWO</b>  |
| <b>ITB 22.2</b>                          | The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: <b>POWERS OF ATTORNEY</b>  |
| <b>D. Submission and Opening of Bids</b> |  |
| <b>ITB 24.1</b>                          | For bid submission purposes only, the EAC's address is :<br>Attention: <b>The Secretary General</b><br>Street Address: <b>EAC Close</b>  |

| Instructions to Bidders Reference | Data relevant to the ITB  |
|-----------------------------------|---|
|                                   | Floor/Room number: <a href="http://eacprocurement.eac.int/">http://eacprocurement.eac.int/</a><br>Town/City: <b>Arusha</b><br>Country: <b>Tanzania</b><br>The deadline for bid submission is:<br>Date: <b>30<sup>th</sup> August 2024</b> Time (local time): <b>11:00 am</b>  |
| <b>ITB 27.1</b>                   | The bid opening shall take place at:<br>Attention: <b>The Secretary General</b><br>Street Address: <b>EAC Close</b><br>Floor/Room number: <a href="http://eacprocurement.eac.int/">http://eacprocurement.eac.int/</a><br>Town/City: <b>Arusha</b><br>Country: <b>Tanzania</b><br>Date: <b>30<sup>th</sup> August, 2024</b><br>Time: <b>11:30 am</b> |
| <b>E. Evaluation of Bids</b>      |   |
| <b>ITB 34.1</b>                   | The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is:<br>The source of exchange rate shall be: <b>BOT</b><br>The date for the exchange rate shall be:  |
| <b>ITB 35.1</b>                   | A margin of preference <b>shall not</b> apply.<br>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.   |
| <b>F. Award of Contract</b>       |   |
| <b>ITB 41.1</b>                   | The percentage by which the estimated quantity or minimum value may be increased is: <b>25%</b><br>The percentage by which the estimated quantity or minimum value may be decreased is: <b>25%</b><br><b>Quantities given are not guaranteed.</b>   |

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## **Section 3. Evaluation Methodology and Criteria**

### **Procurement Reference Number: EAC/GDS/24-25/001**

#### **A Evaluation Methodology**

##### **1 Methodology Used**

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

##### **2 Summary of Methodology**

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in three sequential stages –
- (a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
  - (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
  - (c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.
- 2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

#### **B Preliminary Examination Criteria**

##### **3 Eligibility Criteria**

- 3.1 The eligibility requirements shall be determined for:-
- (a) Eligible Bidders in accordance with ITB Clause 4; and
  - (b) Eligible 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;

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- (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.

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

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

- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
  - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

#### **4 Administrative Compliance Criteria**

- 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**

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

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

#### **D Financial Comparison Criteria**

#### **7. Costs to be included in Bid Price**

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) the unit and total delivered price based on the delivery terms requested and the estimated quantity specified in Section 6;
- (b) 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) Adjustment for deviations in the schedule of payment, if applicable.
- (b) Adjustment for deviations in the delivery schedule, if applicable.

#### **9 Margin of Preference N/A**

#### **10 Determination of Best Evaluated Bid or Bids**

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

10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, 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**

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*(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 <sup>1</sup>  | Estimated Quantity (No. of units)                                      | Unit price <sup>2</sup>  | Import Duties, Sales and other taxes per unit <sup>2</sup>                                    | 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> |
|   |   |   |  |  |  |   |   |
|   |   |   |  |  |  |   |   |
|   |   |   |  |  |  |   |   |

<sup>1</sup> In accordance with margin of preference ITB Clause 35, if applicable

<sup>2</sup> In accordance with ITB Clauses 14 and 15

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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).*

### **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)*

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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)*

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*(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: EAC/GDS/24-25/001**

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

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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**

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## 1. List of Goods or Services

Procurement Reference Number: EAC/GDS/24-25/001

The quantities shown below are indicative. Goods or Services will be purchased by call-off orders in accordance with the contract.

*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 STATIONERY AND SUPPLIES

| CODE   | DESCRIPTION              | UNIT | QTY | PRICE<br>US\$ | AMOUNT<br>US\$ |
|--------|--------------------------|------|-----|---------------|----------------|
| BIN001 | BINDING SPIRALS:<br>6MM  | BOX  | 6   |               |                |
| BIN002 | BINDING SPIRALS:<br>8MM  | BOX  | 6   |               |                |
| BIN003 | BINDING SPIRALS:<br>10MM | BOX  | 6   |               |                |
| BIN004 | BINDING SPIRALS:<br>12MM | BOX  | 5   |               |                |
| BIN005 | BINDING SPIRALS:<br>14MM | BOX  | 5   |               |                |
| BIN006 | BINDING SPIRALS:<br>16MM | BOX  | 5   |               |                |
| BIN007 | BINDING SPIRALS:<br>18MM | BOX  | 5   |               |                |
| BIN008 | BINDING SPIRALS:<br>20MM | BOX  | 5   |               |                |
| BIN009 | BINDING SPIRALS:<br>22MM | BOX  | 5   |               |                |
| BIN010 | BINDING SPIRALS:<br>25MM | BOX  | 5   |               |                |
| BIN011 | BINDING SPIRALS:<br>28MM | BOX  | 5   |               |                |
| BIN012 | BINDING SPIRALS:<br>32MM | BOX  | 5   |               |                |
| BIN013 | BINDING SPIRALS:<br>38MM | BOX  | 5   |               |                |
| BIN014 | BINDING SPIRALS:<br>44MM | BOX  | 5   |               |                |
| BIN015 | BINDING SPIRALS:<br>45MM | BOX  | 5   |               |                |
| BIN016 | BINDING SPIRALS:<br>50MM | BOX  | 5   |               |                |
| BIN017 | BINDING COVERS.          | REAM | 50  |               |                |
| BIN018 | BINDING TAPES: 2"        | ROLL | 20  |               |                |
| BIN019 | BINDING TAPES:           | ROLL | 10  |               |                |

|        |                               |        |     |  |  |
|--------|-------------------------------|--------|-----|--|--|
|        | 1.5"                          |        |     |  |  |
| BIN020 | BINDING<br>TRANSPARENCIES.    | REAM   | 50  |  |  |
| BIN021 | CELLO TAPES: 1"               | ROLL   | 50  |  |  |
| BIN022 | CELLO TAPES: 2"               | ROLL   | 10  |  |  |
| BIN023 | FILE FASTENERS -<br>1X50      | BOX    | 50  |  |  |
| BIN024 | GLUE STICK 15g                | PIECES | 250 |  |  |
| BIN025 | LAMINATING POUCH<br>(A4)      | REAM   | 03  |  |  |
| BIN027 | MASKING TAPES: 1"             | ROLL   | 50  |  |  |
| BIN028 | MASKING TAPES: 2"             | ROLL   | 10  |  |  |
| BIN029 | OFFICE GLUE<br>(LIQUID)       | BOTTLE | 5   |  |  |
| BIN031 | PARCEL TAPES: 2"              | ROLL   | 50  |  |  |
| BIN032 | RUBBER BAND                   | PACKET | 25  |  |  |
| BIN033 | SISAL TWINE ROLL              | ROLL   | 20  |  |  |
| BIN034 | STEPPLING<br>MACHINE: GIANT.  | PIECES | 10  |  |  |
| BIN035 | STEPPLING<br>MACHINE: MED.    | PIECES | 50  |  |  |
| BIN036 | SUPER GLUE                    | PACKET | 20  |  |  |
| BIN037 | COTTON TWINE<br>4PLY 400MTRS  | ROLL   | 10  |  |  |
|        |                               |        |     |  |  |
| TOO001 | BIRO PENS: BLACK<br>- (1x50)  | PIECES | 100 |  |  |
| TOO002 | BIRO PENS: BLUE<br>(1X50)     | PIECES | 100 |  |  |
| TOO003 | BIRO PENS: RED<br>(1X50)      | PIECES | 10  |  |  |
| TOO004 | CALCULATORS (12<br>DIGITS)    | EACH   | 20  |  |  |
| TOO005 | DESK ORGANIZER                | SET    | 20  |  |  |
| TOO007 | DRAWING PINS (T/<br>TACKS)    | PACKET | 10  |  |  |
| TOO008 | DUST BINS / WASTE<br>BASKET.  | PIECES | 40  |  |  |
| TOO012 | HIGHLIGHTER<br>MARKERS 1X4    | PACKET | 100 |  |  |
| TOO013 | IDENTI - PENS.                | PIECES | 50  |  |  |
| TOO014 | IN / OUT OFFICE<br>TRAYS      | PIECES | 30  |  |  |
| TOO016 | MARKER PENS<br>BLACK - (1x12) | PIECES | 20  |  |  |
| TOO017 | MARKER PENS<br>BLUE - (1 x12) | PIECES | 10  |  |  |



|        |                                      |        |     |  |  |
|--------|--------------------------------------|--------|-----|--|--|
| TOO018 | MARKER PENS<br>GREEN - (1X12)        | PIECES | 10  |  |  |
| TOO019 | MARKER PENS RED<br>- (1X12)          | PIECES | 10  |  |  |
| TOO020 | MARKERS " WHITE<br>BOARD "           | PIECES | 10  |  |  |
| TOO021 | NAME BADGES -<br>1X50                | BOX    | 50  |  |  |
| TOO022 | OFFICE PIN TRAY                      | PIECES | 5   |  |  |
| TOO023 | OFFICE PINS -<br>STAINLESS.          | PACKET | 5   |  |  |
| TOO024 | PAIR OF SCISSORS<br>(ST.LESS         | PAIR   | 50  |  |  |
| TOO025 | PAPER CLIPS<br>L/SIZE.               | BOX    | 200 |  |  |
| TOO026 | PAPER CLIPS<br>M/SIZE -.             | BOX    | 300 |  |  |
| TOO027 | PENCIL ERASERS                       | PIECES | 50  |  |  |
| TOO028 | PENCIL<br>SHARPENERS                 | EACH   | 50  |  |  |
| TOO029 | PENCILS 1X12 PCS<br>BOX              | EACH   | 100 |  |  |
| TOO030 | PLASTIC RULER                        | EACH   | 20  |  |  |
| TOO031 | PUNCHING<br>MACHINES: HEAVY<br>DUTY. | EACH   | 10  |  |  |
| TOO032 | PUNCHING<br>MACHINES:<br>MEDIUM      | EACH   | 30  |  |  |
| TOO033 | STAMP PAD INK                        | BOTTLE | 5   |  |  |
| TOO034 | STAMP RACK<br>HOLDER                 | PACKET | 5   |  |  |
| TOO035 | STAPLER PINS: 23D<br>X17             | PACKET | 10  |  |  |
| TOO039 | STAPLER PINS:<br>NO.66/11/14         | PACKET | 10  |  |  |
| TOO040 | STAPLER PINS: NO.<br>56 - 26/6       | PACKET | 300 |  |  |
| TOO043 | STAPLER<br>REMOVER                   | EACH   | 20  |  |  |
| TOO044 | TABLE<br>SHARPENERS                  | EACH   | 10  |  |  |
| TOO045 | WHITE BOARD<br>BRUSH ERASER          | EACH   | 5   |  |  |
| TOO046 | WHITE OUT CORR.<br>PENS.             | EACH   | 50  |  |  |
| TOO047 | WHITE OUT FLUID-<br>1X10             | EACH   | 50  |  |  |

|        |  |                 |      |  |  |
|--------|--|-----------------|------|--|--|
| TOO049 | STAMP PAD<br>PELIKAN                   | EACH            | 5    |  |  |
| TOO050 | DESK COPY<br>HOLDER                    | EACH            | 5    |  |  |
| TOO052 | EXECUTIVE PENS                         | EACH            | 50   |  |  |
| TOO053 | STAFF ID CLIPS                         | NUMBER          | 500  |  |  |
| TOO054 | STAFF ID PRINTING<br>CARDS             | NUMBER          | 500  |  |  |
| TOO055 | CLEAR EXECUTIVE<br>CARD HOLDERS        | NUMBER          | 500  |  |  |
|        |  |                 |      |  |  |
| PAP004 | BOX FILES.                             | EACH            | 500  |  |  |
| PAP005 | BOX FILES WITH<br>LID.                 | EACH            | 30   |  |  |
| PAP006 | BUSINESS CARD<br>HOLDERS-<br>EXECUTIVE | EACH            | 20   |  |  |
| PAP007 | BUSINESS CARD<br>HOLDER- MEDIUM        | EACH            | 30   |  |  |
| PAP010 | COLOURED PAPERS<br>(A4) BLUE           | REAM            | 10   |  |  |
| PAP011 | COLOURED PAPERS<br>(A4) GREEN          | REAM            | 10   |  |  |
| PAP012 | COLOURED PAPERS<br>(A4) YELLOW         | REAM            | 10   |  |  |
| PAP013 | COLOURED PAPERS<br>(A4) PINK           | REAM            | 10   |  |  |
| PAP014 | COUNTER BOOK<br>.1Q                    | EACH            | 50   |  |  |
| PAP015 | COUNTER BOOK<br>.2Q                    | EACH            | 50   |  |  |
| PAP016 | COUNTER BOOK<br>.3Q                    | EACH            | 50   |  |  |
| PAP017 | COUNTER BOOK<br>.4Q                    | EACH            | 50   |  |  |
| PAP020 | DOCUMENT<br>WALLET-FLAMINGO<br>GOLD    | EACH            | 3000 |  |  |
| PAP021 | EMBOSSSED PAPERS<br>-BEST QUALITY      | REAM            | 50   |  |  |
| PAP030 | FLIP CHARTS<br>(WHITE PAPER)           | PER<br>KILOGRAM | 20   |  |  |
| PAP034 | PHOTOCOPIER<br>PAPERS (A3)             | REAM            | 5    |  |  |
| PAP035 | PHOTOCOPIER<br>PAPERS (A4) 80gsm       | REAM            | 4000 |  |  |
| PAP036 | PLASTIC FILE-A4<br>ALPHA H207          | PIECES          | 3000 |  |  |

|        |   |                 |      |  |  |
|--------|---|-----------------|------|--|--|
| PAP037 | PLASTIC FOLDERS<br>A4-                    | PIECES          | 4000 |  |  |
| PAP039 | PUNCHED PLASTIC<br>FOLDERS                | PER<br>KILOGRAM | 5    |  |  |
| PAP041 | REMOVABLE<br>YELLOW STICKER -<br>3x3      | EACH            | 500  |  |  |
| PAP042 | RING BINDERS<br>(PLASTIC)                 | EACH            | 150  |  |  |
| PAP043 | SHORTHAND<br>NOTEBOOK -<br>70sheets       | EACH            | 3000 |  |  |
| PAP045 | SPRING FILES                              | EACH            | 100  |  |  |
| PAP046 | STORES LEDGER<br>BOOKS                    | EACH            | 5    |  |  |
| PAP048 | SUSPENSION FILES<br>- 1X50                | EACH            | 200  |  |  |
| PAP049 | TELEPHONE INDEX<br>BOOK                   | EACH            | 20   |  |  |
| PAP050 | VEHICLE LOG<br>BOOKS                      | EACH            | 50   |  |  |
| PAP051 | WRITING PADS A4<br>IMPORTED -<br>70sheets | EACH            | 2500 |  |  |
| PAP054 | FILE DIVIDER (A-Z)                        | EACH            | 200  |  |  |
| PAP055 | FILE DIVIDER (1-10)                       | EACH            | 200  |  |  |
| PAP056 | MAGAZINE RACKS                            | EACH            | 50   |  |  |
| PAP059 | COSMIC REPORT<br>BINDER                   | NUMBER          | 50   |  |  |
| PAP060 | SIGNATURE BOOKS                           | NUMBER          | 50   |  |  |
|        | <b>SUB TOTAL</b>                          |                 |      |  |  |
|        | <b>VAT 18%</b>                            |                 |      |  |  |
|        | <b>GRAND TOTAL</b>                        |                 |      |  |  |

#### LOT 2: ELECTRICAL AND LOCKS

| CODE   | DESCRIPTION                 | UNIT | QTY | PRICE<br>US\$ | AMOUNT US\$ |
|--------|-----------------------------|------|-----|---------------|-------------|
| ELE001 | AA SIZE<br>DURACELLS.       | EACH | 200 |               |             |
| ELE004 | EXTENSION<br>SOCKETS- 4ways | EACH | 200 |               |             |
| ELE007 | FLUORESCENT<br>CHOCKS (2FT) | EACH | 20  |               |             |
| ELE008 | FLUORESCENT<br>CHOCKS (4FT) | EACH | 20  |               |             |
| ELE009 | FLUORESCENT                 | EACH | 50  |               |             |

|        |                                     |        |     |  |  |
|--------|-------------------------------------|--------|-----|--|--|
|        | LIGHTS (2FT)                        |        |     |  |  |
| ELE010 | FLUORESCENT LIGHTS (4FT)            | EACH   | 100 |  |  |
| ELE011 | SOCKETS (DOUBLE)                    | EACH   | 10  |  |  |
| ELE012 | SOCKETS (SINGLE)                    | EACH   | 10  |  |  |
| ELE013 | TUBE LIGHT STARTERS                 | EACH   | 200 |  |  |
| ELE016 | FLOURESCENT COMPLETE 2FT            | EACH   | 20  |  |  |
| ELE017 | ORDINARY TOP PLUGS 13AMP            | EACH   | 10  |  |  |
| ELE018 | Top Plugs 15Amps                    | NUMBER | 10  |  |  |
| ELE019 | Single Socket 15Amps                | NUMBER | 10  |  |  |
| ELE020 | Single Mould Box                    | NUMBER | 10  |  |  |
| ELE021 | GP BATTERY 23AE                     | NUMBER | 20  |  |  |
| ELE022 | DURACELL AAA                        | NUMBER | 60  |  |  |
| ELE023 | DURACELL 9V                         | NUMBER | 20  |  |  |
| ELE024 | FITTING COMPLETE 2FT FOR LIFTS      | NUMBER | 10  |  |  |
| ELE025 | LAMP 4PIN 2D 38W                    | NUMBER | 50  |  |  |
| ELE026 | DOUBLE SURFACE MOULD BOX            | NUMBER | 10  |  |  |
| ELE027 | INSULATING TAPE                     | NUMBER | 10  |  |  |
| ELE028 | BULB 150W                           | NUMBER | 10  |  |  |
| ELE029 | BULB 70W                            | NUMBER | 10  |  |  |
| ELE031 | Fluorescent Tubes 2Ft G14 For Lifts | NUMBER | 20  |  |  |
| ELE032 | DP Switch                           | NUMBER | 10  |  |  |
| ELE033 | Electronic Chocks FIT 8 3x18, 4x18  | NUMBER | 10  |  |  |
| ELE034 | Chock Helvar EL 2x36                | NUMBER | 20  |  |  |
| ELE035 | Chock QuickTronic 4X18              | NUMBER | 20  |  |  |
| ELE036 | Cable Ties                          | NUMBER | 20  |  |  |
| ELE038 | Switched Socket 1G 1W               | NUMBER | 10  |  |  |
| ELE039 | Switched Socket 1G 2W               | NUMBER | 10  |  |  |
| ELE040 | Switched Socket 2G 1W               | NUMBER | 10  |  |  |
| ELE041 | Switched Socket 2G 2W               | NUMBER | 10  |  |  |
| ELE042 | Lamp 2D 2Pin 38W                    | NUMBER | 20  |  |  |
| ELE043 | Lamp 2Pin 18W                       | NUMBER | 20  |  |  |
| ELE044 | Bulkhead Fitting                    | NUMBER | 10  |  |  |
| ELE045 | Photo Cell Light                    | NUMBER | 10  |  |  |

|        |  |        |    |  |  |
|--------|--|--------|----|--|--|
| ELE046 | Tronic Energy Saver<br>55W-11W Pin       | NUMBER | 50 |  |  |
| ELE047 | Tronic Energy Saver<br>55W-11W Pin Screw | NUMBER | 50 |  |  |
| ELE048 | Switch 3Gang 1Way                        | NUMBER | 10 |  |  |
| ELE049 | Electronic Ballast 4Ft                   | NUMBER | 30 |  |  |
| ELE050 | LED LIGHT<br>COMPLETE 4FT                | NUMBER | 50 |  |  |
|        |  |        |    |  |  |
| BUI001 | DOOR CLOSER                              | SET    | 10 |  |  |
| BUI004 | YALE SECURITY<br>LOCKS                   | EACH   | 10 |  |  |
| BUI005 | Cylinder Locks                           | NUMBER | 30 |  |  |
|        | <b>SUB TOTAL</b>                         |        |    |  |  |
|        | <b>VAT 18%</b>                           |        |    |  |  |
|        | <b>GRAND TOTAL</b>                       |        |    |  |  |

### LOT 3: OFFICE CONSUMABLES

| CODE   | DESCRIPTION                      | UNIT   | QTY  | PRICE<br>US\$ | AMOUNT US\$ |
|--------|----------------------------------|--------|------|---------------|-------------|
| CON001 | AIR FRESHENER -<br>300ml         | EACH   | 60   |               |             |
| CON002 | BISCUITS - 400gm                 | PACKET | 100  |               |             |
| CON003 | COCOA-100gm                      | TINS   | 200  |               |             |
| CON004 | COFFEE TINS- (24<br>@CTN)50g     | CTN    | 30   |               |             |
| CON006 | DRINKING WATER                   | CARTON | 4000 |               |             |
| CON008 | INSECTICIDE<br>(DOOM) 300GM      | TINS   | 40   |               |             |
| CON009 | LIQUID SOAP - 1Ltr               | BOTTLE | 50   |               |             |
| CON010 | NAPKIN TISSUES-<br>(40@CTN)      | CTN    | 30   |               |             |
| CON011 | NIDO MILK -<br>(24@CTN) 400gm    | CTN    | 100  |               |             |
| CON012 | POWDERED SOAP-<br>(24X500g)      | CTN    | 10   |               |             |
| CON013 | SOFT TISSUES-<br>VELVEX - 2ply x | CTN    | 30   |               |             |

|        |                                      |           |     |  |  |
|--------|--------------------------------------|-----------|-----|--|--|
|        | 30@ctn                               |           |     |  |  |
| CON015 | SUGAR (50 KGS)                       | KILOGRAMS | 40  |  |  |
| CON017 | SUPABRITE-<br>KITCHEN CLEANER        | EACH      | 100 |  |  |
| CON018 | TEA BAGS -<br>(12@CTN)               | CTN       | 60  |  |  |
| CON019 | MINERAL WATER<br>20LT GALLON         | GALLON    | 100 |  |  |
| CON021 | Assorted Sweets -<br>(12Pkt@Box)     | BOX       | 20  |  |  |
| CON022 | DISPOSAL CUPS-<br>White Plastic 1x50 | PACKET    | 100 |  |  |
| CON023 | HONEY -500G                          | BOTTLE    | 100 |  |  |
| CON024 | TEA BAGS –<br>ASSORTED<br>FLAVOURS   | PACKET    | 100 |  |  |
| CON025 | CASHEW NUTS<br>250G                  | PACKET    | 100 |  |  |
|        |                                      |           |     |  |  |
| LAV001 | AXION SOAP -<br>300gm                | TINS      | 30  |  |  |
| LAV002 | BLEACHING AGENT-<br>1Ltr             | BOTTLE    | 30  |  |  |
| LAV006 | HARPIC-TOILET<br>CLEANER - 500ml     | EACH      | 20  |  |  |
| LAV011 | VIM BOTTLES -<br>500gm               | EACH      | 30  |  |  |
| LAV012 | TOILET PAPER<br>SUPER SOFT (White)   | CTN       | 100 |  |  |
| LAV013 | Super Chlorine                       | LITRE     | 30  |  |  |
| LAV014 | Algicide Magic                       | LITRE     | 30  |  |  |
|        | <b>SUB TOTAL</b>                     |           |     |  |  |
|        | <b>VAT 18%</b>                       |           |     |  |  |
|        | <b>GRAND TOTAL</b>                   |           |     |  |  |

**Lot 04: Printed Stationery**

|        | BRANDED ENVELOPES – LOGO-<br>attach samples | UOM | Quantity | Unit<br>Price | Amount |
|--------|---|-----|----------|---------------|--------|
| PAP029 | - A3 Khaki                                  | NO  | 2,000    |               |        |
| PAP029 | - White                                     | NO  | 2,000    |               |        |
| PAP028 | - A4 Khaki                                  | NO  | 3,000    |               |        |
| PAP027 | - White                                     | NO  | 3,000    |               |        |
| PAP026 | - A5 Khaki                                  | NO  | 2,000    |               |        |
| PAP025 | - White                                     | NO  | 2,000    |               |        |

|        |  |      |        |  |  |
|--------|--|------|--------|--|--|
| PAP022 | - 9x4 White (Letter size)  | NO   | 5,000  |  |  |
| PAP023 | - 9x4 Khaki (Letter size)  | NO   | 2,000  |  |  |
| ACD017 | EAC EXECUTIVE LETTER HEADS – CONQUEROR CREAM PAPER                   | REAM | 50     |  |  |
| ACD027 | COMPLIMENTARY SLIPS – full colour 50 sheets of (attach sample)       | NO   | 300    |  |  |
| ACD025 | BUSINESS CARDS- art mart paper not less than 200 gsm (attach sample) | NO   | 10,000 |  |  |
| ACD026 | ROUTING SLIPS - full colour 50 sheets of (attach sample)             | NO   | 300    |  |  |
|        | Assorted Books A4 Size (1x3x50 NCR)                                  | NO   | 50     |  |  |
|        | Assorted Books A5 Size (1x3x50 NCR)                                  | NO   | 50     |  |  |
|        | <b>SUB TOTAL</b>   |      |        |  |  |
|        | <b>VAT 18%</b>   |      |        |  |  |
|        | <b>GRAND TOTAL</b>   |      |        |  |  |

#### LOT 5: PRINTER CARTRIDGES

| CODE   | ITEM DESCRIPTION            | UNIT | QUANTIT Y | UNIT PRICE USD | AMOUN T USD |
|--------|-----------------------------|------|-----------|----------------|-------------|
| COM063 | HP TONER CARTRIDGE 42A      | NO   | 4         |                |             |
| COM064 | HP TONER CARTRIDGE 53A      | NO   | 10        |                |             |
| COM079 | HP TONER 36A                | NO   | 5         |                |             |
| COM080 | CARTRIDGE CE 250A- BLACK    | NO   | 2         |                |             |
| COM081 | CARTRIDGE CE 251A- CYAN     | NO   | 2         |                |             |
| COM082 | CARTRIDGE CE 252A -YELLOW   | NO   | 2         |                |             |
| COM083 | CARTRIDGE CE 253A - MAGENTA | NO   | 2         |                |             |
| COM084 | CARTRIDGE 2055 05A- BLACK   | NO   | 10        |                |             |
| COM08  | FLASH DISK 16GB             | NO   | 100       |                |             |

|            |                                     |    |    |  |  |
|------------|-------------------------------------|----|----|--|--|
| 7          |                                     |    |    |  |  |
| COM08<br>8 | Cartridge - CC530A (Black)          | NO | 12 |  |  |
| COM08<br>9 | Cartridges -CC531A (Cyan)           | NO | 10 |  |  |
| COM09<br>0 | Cartridge - CC532A (Yellow)         | NO | 10 |  |  |
| COM09<br>1 | Cartridge - CC533A (Magenta)        | NO | 10 |  |  |
| COM09<br>2 | Cartridge CE 740A - Black           | NO | 3  |  |  |
| COM09<br>3 | Cartridge CE 741A – Cyan            | NO | 3  |  |  |
| COM09<br>4 | Cartridge CE 742A – Yellow          | NO | 3  |  |  |
| COM09<br>5 | Cartridge CE 743A – Magenta         | NO | 3  |  |  |
| COM09<br>6 | Cartridge CE255A - 55A (Black)      | NO | 5  |  |  |
| COM09<br>7 | Cartridge CE278A û 78A (Black)      | NO | 5  |  |  |
| COM10<br>2 | Cartridge CB 540A (Black)           | NO | 2  |  |  |
| COM10<br>3 | Cartridge CB 541A (Cyan)            | NO | 2  |  |  |
| COM10<br>4 | Cartridge CB 542A (Yellow)          | NO | 2  |  |  |
| COM10<br>5 | Cartridge CB 543A (Magenta)         | NO | 2  |  |  |
| COM11<br>8 | BLACK 305A (CE 410A)                | NO | 10 |  |  |
| COM11<br>9 | CYAN 305A (CE 411A)                 | NO | 10 |  |  |
| COM12<br>0 | YELLOW 305A (CE 412A)               | NO | 10 |  |  |
| COM12<br>1 | MAGENTA 305A (CE 413A)              | NO | 10 |  |  |
| COM13<br>3 | TONER CARTRIDGE 80A BLK             | NO | 10 |  |  |
| COM13<br>7 | TONER CARTRIDGE 64A                 | NO | 3  |  |  |
| COM14<br>7 | TONER CARTRIDGE CE310A<br>ûBLACK    | NO | 5  |  |  |
| COM14<br>8 | TONER CARTRIDGE CE311A û<br>CYAN    | NO | 5  |  |  |
| COM14<br>9 | TONER CARTRIDGE CE312A û<br>YELLOW  | NO | 5  |  |  |
| COM15<br>0 | TONER CARTRIDGE CE313A û<br>MAGENTA | NO | 5  |  |  |



|            |   |    |   |  |  |
|------------|---|----|---|--|--|
| COM15<br>6 | CARTRIDGE 131A - CF210A û<br>BLACK      | NO | 6 |  |  |
| COM15<br>7 | CARTRIDGE 131A - CF211A û<br>CYAN       | NO | 6 |  |  |
| COM15<br>8 | CARTRIDGE 131A - CF212A û<br>YELLOW     | NO | 6 |  |  |
| COM15<br>9 | CARTRIDGE 131A -CF213A û<br>MAGENTA     | NO | 6 |  |  |
| COM16<br>0 | CARTRIDGE 83A                           | NO | 6 |  |  |
| COM17<br>0 | Ink Cartridge Black 652                 | NO | 6 |  |  |
| COM17<br>1 | Ink Cartridge Tri-Colour 652            | NO | 6 |  |  |
| COM17<br>2 | Toner Cartridge 201A Black CF<br>400A   | NO | 6 |  |  |
| COM17<br>3 | Toner Cartridge 201A Cyan CF<br>401A    | NO | 6 |  |  |
| COM17<br>4 | Toner Cartridge 201A Yellow CF<br>402A  | NO | 6 |  |  |
| COM17<br>5 | Toner Cartridge 201A Magenta CF<br>403A | NO | 6 |  |  |
| COM17<br>6 | Toner Cartridge CF 226 (26A)            | NO | 6 |  |  |
| COM17<br>7 | Cartridge HP 507A CE400A û Black        | NO | 3 |  |  |
| COM17<br>8 | Cartridge HP 507A CE401A û Cyan         | NO | 3 |  |  |
| COM17<br>9 | Cartridge HP 507A CE402A û<br>Magenta   | NO | 3 |  |  |
| COM18<br>0 | Cartridge HP 507A CE403A Yellow         | NO | 3 |  |  |
| COM18<br>1 | Cartridge CF413A HP CF410A-<br>Black    | NO | 5 |  |  |
| COM18<br>2 | Cartridge CF413A HP CF411A -<br>Cyan    | NO | 5 |  |  |
| COM18<br>3 | Cartridge CF413A HP 412A -Yellow        | NO | 5 |  |  |
| COM18<br>4 | Cartridge CF413A HP 413A -<br>Magenta   | NO | 5 |  |  |
| COM18<br>5 | Cartridge 85A                           | NO | 5 |  |  |
| COM18<br>6 | Cartridge 128 CE320A- Black             | NO | 2 |  |  |
| COM18<br>7 | Cartridge 128 CE321A - Cyan             | NO | 2 |  |  |
| COM18<br>8 | Cartridge 128 CE322A -Yellow            | NO | 2 |  |  |
| COM18      | Cartridge 128 CE323A - Magenta          | NO | 2 |  |  |

|            |                                  |    |    |  |  |
|------------|----------------------------------|----|----|--|--|
| 9          |                                  |    |    |  |  |
| COM19<br>2 | Ink Cartridge 123 Black          | NO | 2  |  |  |
| COM19<br>3 | Ink Cartridge 123 Colour         | NO | 2  |  |  |
| COM19<br>4 | Cartridge 59A                    | NO | 6  |  |  |
| COM19<br>5 | Cartridge 508A Black             | NO | 2  |  |  |
| COM19<br>6 | Cartridge 508A Cyan              | NO | 2  |  |  |
| COM19<br>7 | Cartridge 508A Yellow            | NO | 2  |  |  |
| COM19<br>8 | Cartridge 508A Magenta           | NO | 2  |  |  |
| COM19<br>9 | Cartridge 203A - Black           | NO | 2  |  |  |
| COM20<br>0 | Cartridge 203A - Cyan            | NO | 2  |  |  |
| COM20<br>1 | Cartridge 203A - Yellow          | NO | 2  |  |  |
| COM20<br>2 | Cartridge 203A - Magenta         | NO | 2  |  |  |
| COM20<br>3 | Brother TN 2025 Cartridge -Black | NO | 2  |  |  |
| COM20<br>4 | Cartridge 207A- Black            | NO | 10 |  |  |
| COM20<br>5 | Cartridge 207A- Cyan             | NO | 10 |  |  |
| COM20<br>6 | Cartridge 207A- Yellow           | NO | 10 |  |  |
| COM20<br>7 | Cartridge 207A- Magenta          | NO | 10 |  |  |
| COM20<br>8 | Cartridge 205A - CF530A Black    | NO | 2  |  |  |
| COM20<br>9 | Cartridge 205A - CF531A Cyan     | NO | 2  |  |  |
| COM21<br>0 | Cartridge 205A - CF532A Yellow   | NO | 2  |  |  |
| COM21<br>1 | Cartridge 205A - CF533A Magenta  | NO | 2  |  |  |
| COM21<br>2 | Ink Cartridge 901 - Black        | NO | 2  |  |  |
| COM21<br>3 | Ink Cartridge 901 - Colour       | NO | 2  |  |  |
| COM21<br>4 | Cartridge 17A - Black            | NO | 2  |  |  |
| COM21<br>5 | Cartridge 415A - Black           | NO | 10 |  |  |

|            |                                   |    |     |  |  |
|------------|-----------------------------------|----|-----|--|--|
| COM21<br>6 | Cartridge 415A - Cyan             | NO | 10  |  |  |
| COM21<br>7 | Cartridge 415A - Yellow           | NO | 10  |  |  |
| COM21<br>8 | Cartridge 415A - Magenta          | NO | 10  |  |  |
| COM21<br>9 | Cartridge CF237A 37A - Black      | NO | 2   |  |  |
| COM22<br>0 | INK CARTRIDGE 305 – BLACK         | NO | 5   |  |  |
| COM22<br>1 | INK CARTRIDGE 305 –TRICOLOR       | NO | 5   |  |  |
| COM22<br>2 | FLASH DISK 32GB                   | NO | 100 |  |  |
| COM22<br>3 | CARTRIDGE W2120 – 212A<br>BLACK   | NO | 2   |  |  |
| COM22<br>4 | CARTRIDGE W2121 – 212A CYAN       | NO | 2   |  |  |
| COM22<br>5 | CARTRIDGE W2122 – 212A<br>YELLOW  | NO | 2   |  |  |
| COM22<br>6 | CARTRIDGE W2123 – 212A<br>MAGENTA | NO | 2   |  |  |
|            | <b>SUB TOTAL</b>                  |    |     |  |  |
|            | <b>VAT 18%</b>                    |    |     |  |  |
|            | <b>GRAND TOTAL</b>                |    |     |  |  |

#### LOT 6: PROMOTIONAL MATERIALS

| CODE | ITEM DESCRIPTION   | UNIT | QUANTIT<br>Y | UNIT<br>PRICE<br>USD | AMOUNT<br>USD |
|------|--|------|--------------|----------------------|---------------|
| 1    | POLO SHIRTS – branded with logo  | NO   | 500          |                      |               |
| 2    | ROUND NECK T-SHIRTS –<br>branded with logo   | NO   | 500          |                      |               |
| 3    | CAPS-branded   | NO   | 500          |                      |               |
| 4    | CONFERENCE BADGES  | NO   | 1000         |                      |               |
| 5    | EXECUTIVE COTTON SHIRTS –<br>branded with logo   | NO   | 500          |                      |               |
| 6    | KHANGA – EAC Branded   | NO   | 500          |                      |               |
| 7    | REFLECTOR JACKET- branded<br>with logo   | NO   | 100          |                      |               |
| 8    | MEDIA HALF JACKET - branded<br>with logo100 % cotton material with<br>two pockets        | NO   | 100          |                      |               |
| 9    | WRIST BANDS – branded with logo,<br>100 AAA grade silicon. Size: 12mm<br>x thickness 2mm | NO   | 500          |                      |               |

|    |  |    |     |  |  |
|----|--|----|-----|--|--|
| 10 | LARGE UMBRELLAS – branded with logo  | NO | 200 |  |  |
| 11 | LEATHER BAGS-branded   | NO | 100 |  |  |
| 12 | LEATHER DOCUMENT FOLDERS   | NO | 200 |  |  |
| 13 | PAPER DOCUMENT FOLDERS   | NO | 500 |  |  |
| 14 | PAPER BAGS-branded   | NO | 500 |  |  |
| 15 | TOTE BAGS - Branded  | NO | 300 |  |  |
| 16 | A5 NOTE BOOKS – branded  | NO | 300 |  |  |
| 17 | FLASH DISKS – branded  | NO | 100 |  |  |
| 18 | KEY HOLDERS - branded  | NO | 500 |  |  |
| 19 | PENS – branded   | NO | 100 |  |  |
| 20 | LAPEL PINS - branded   | NO | 500 |  |  |
| 21 | Ceramic Coffee Mugs - branded  | NO | 100 |  |  |
| 22 | EAC STANDARD POLE FLAGS - (Printed in full colour out of bunting water resistant material with EAC Logo as per the given sample. Size 60" x 35")   | NO | 100 |  |  |
| 23 | EAC CUSTOMS POLE FLAGS: Printed in full colour out of bunting water resistant material with EAC Customs Union Logo as per the given sample. Size 60" x 35"   | NO | 100 |  |  |
| 24 | EAC TABLE FLAGS COMPLETE WITH POLISHED WOODEN STANDS: Printed in full colour out of bunting water resistant material with EACJ/A Logo as per the given sample. Size 10" x 6"                               | NO | 100 |  |  |
| 25 | EAC CAR FLAGS: Double face printed in full colour out of bunting water resistant material with EAC/J/A Logo, double stitched at the ends with decorated Red threads as per the given sample. Size 12" x 8" | NO | 100 |  |  |
| 26 | EAC SCARVES: Printed in full colour out of blue silk stripped material with EAC/J/A Logo as per the given sample. Size 27" X 27" Ladies Scarves  | NO | 100 |  |  |
| 27 | UNISEX SCARVES Size 165 cm X 22cm"   | NO | 100 |  |  |
| 28 | EAC Neck Ties: Printed in full colour out of blue silk stripped material with EAC Logo.  | NO | 100 |  |  |
| 29 | <b>Double-sided hanging banner:</b> Dimensions:- 4M x 2M, Material-  | NO | 10  |  |  |

|    |   |    |    |  |  |
|----|---|----|----|--|--|
|    | Vinyl PVC, Printing Full Color  |    |    |  |  |
| 30 | <b>Single-sided hanging banner:</b> Dimensions-6M x 1M, Material-Vinyl PVC, Printing Full Color.                              | NO | 10 |  |  |
| 31 | <b>Roll-up Banner:</b> Dimensions-33" X 79", Material -Vinyl PVC Heavy Duty, Base-Metal strong base, Printing -Full Color.    | NO | 10 |  |  |
| 32 | <b>Drop Down Banner:</b> Dimensions 1.5x3.5mtrs, Material-appropriate material, Base-Metal strong base, Printing -Full Color. | NO | 10 |  |  |
|    | <b>SUB TOTAL</b>  |    |    |  |  |
|    | <b>VAT 18%</b>  |    |    |  |  |
|    | <b>GRAND TOTAL</b>  |    |    |  |  |

#### LOT 7: PRINTED CORPORATE MATERIALS

|      |   |      |           | UNIT      | AMOUNT |
|------|---|------|-----------|-----------|--------|
| CODE | ITEM DESCRIPTION  | UNIT | QUANTIT Y | PRICE USD | USD    |
| 1    | <b>COMMUNITY MAGAZINES:</b> Full Color, size: A4, 28 pages including the cover pages, Paper: Art paper 180 gsm, Printed quarterly, Attach samples of similar printing   | NO   | 1000      |           |        |
| 2    | <b>EAC TREATY Booklets:</b> Size A5, Cover Glossy 300 GSM, full colour, as per design specifications i.e. EAC logo, title, background sea blue, Inside paper Glossy 80 gsm, Printing black and white, double sided, No. of Pages -120. Attach samples of similar printing | NO   | 1000      |           |        |
| 3    | <b>VARIOUS INTEGRATIONS BOOKLETS:</b> Full Color, size: A5, 40 pages including the cover pages, Paper: Art paper 180 gsm, Printed quarterly, Attach samples of similar printing   | NO   | 1000      |           |        |
| 4    | <b>Branded EAC Wall calendar:</b> A2 size portrait (59.4cm x 42cm), One month per page, Top side spiral binding, drilling hole for easy placement, 135 gsm art bright gloss or elegant matt coated paper ,12  | NO   | 1000      |           |        |

|   |   |    |      |  |
|---|---|----|------|--|
|   | single side pages for 12 months, Light blue and white, 1 Cover page fully customized (visual reflecting the theme of EAC. Attach samples of similar printing  |    |      |  |
| 5 | <b>Desk Calendar:</b> Table tent, A5 size landscape (21cm x 14.8cm), One month per page, Top side spiral binding, drilling hole for easy placement, 200 gsm art bright gloss or elegant matt coated paper, 12 single side pages for 12 months. Attach samples of similar printing | NO | 1000 |  |
|   | <b>SUB TOTAL</b>  |    |      |  |
|   | <b>VAT 18%</b>  |    |      |  |
|   | <b>GRAND TOTAL</b>  |    |      |  |

Cost should include delivery to East African Community Premises in Arusha

**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.**

| Item number | Brief Description of Goods or Services | Estimated Quantity | Unit of Measure |
|-------------|--|--------------------|-----------------|
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |
|             |  |                    |                 |

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| <b>Item number</b> | <b>Brief Description of Goods or Services</b> | <b>Estimated Quantity</b> | <b>Unit of Measure</b> |
|--------------------|---|---------------------------|------------------------|
|                    |   |                           |                        |
|                    |   |                           |                        |
|                    |   |                           |                        |
|                    |   |                           |                        |
|                    |   |                           |                        |
|                    |   |                           |                        |

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

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## 2. Delivery and Completion Schedule

**Procurement Reference Number: EAC/GDS/24-25/001**

The response time shall commence from the date of each call-off order. The Provider shall meet the response times for any call-off order, subject to the limitations in the contract.

Call-off orders may be issued at any time during a period of: \_\_\_\_\_.

| Item number | Brief Description of Goods or Services | Response Time<br>(days/wks/mths) | Delivery Point/<br>Site |
|-------------|--|----------------------------------|-------------------------|
|             |  |                                  |                         |
|             |  |                                  |                         |
|             |  |                                  |                         |
|             |  |                                  |                         |
|             |  |                                  |                         |
|             |  |                                  |                         |
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### 3. Terms of Reference and Technical Specifications

**Procurement Reference Number: EAC/GDS/24-25/001**

*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.**

## 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: <b>EAC/GDS/24-25/001</b>   |
| <b>GCC 1.1(i)</b>    | The procuring entity is. <b>EAC</b>   |
| <b>GCC 1.1 (g)</b>   | The Eligible Countries are those listed in Section 5 of the Bidding Document.   |
| <b>GCC 1.1 (o)</b>   | The Site(s) is/are: <b>EAC</b>  |
| <b>GCC 1.1</b>       | <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"> <li>(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.</li> <li>(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.</li> <li>(r) “Response Time” means the period for delivery of the Goods or Services, calculated from the date of a call-off order.</li> </ul> |
| <b>GCC 2.1(g)</b>    | The other documents forming part of the Contract are the call-off orders issued under the Contract.   |
| <b>GCC 4.2 (b)</b>   | The version of Incoterms shall be: 2000   |
| <b>GCC 5.1</b>       | The language shall be: <b>English.</b>  |
| <b>GCC 6.1</b>       | The individuals or firms in a joint venture, consortium or association be jointly and severally liable.   |
| <b>GCC 8.1</b>       | <p>For <b>notices</b>, and the issue of call-off orders, the EAC’s address shall be:</p> <p>Attention: <b>The Secretary General</b></p> <p>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b></p> <p>Floor/Room number: <a href="http://eacprocurement.eac.int/">http://eacprocurement.eac.int/</a></p> <p>Town/City: <b>Arusha</b></p> <p>PO Box No: <b>1096</b></p> <p>Country: <b>Tanzania</b></p>  |

| GCC clause reference | Special Conditions   |
|----------------------|--|
|                      | Facsimile number: <b>+255 27 2162190</b><br>Tel: <b>+255 27 2162100</b><br>Email: <a href="mailto:eacprocurement@eachq.org">eacprocurement@eachq.org</a><br>For <b>notices</b> , including call-off orders, the Provider's address shall be:<br>Attention: <b>The Secretary Procurement Committee</b><br>Street Address: <b>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b><br>Floor/Room number: <a href="http://eacprocurement.eac.int/">http://eacprocurement.eac.int/</a><br>Town/City: <b>Arusha</b><br>PO Box No: <b>1096</b><br>Country: <b>Tanzania</b><br>Facsimile number: <b>+255 27 2162190</b><br>Tel: <b>+255 27 2162100</b><br>Email: <a href="mailto:eacprocurement@eachq.org">eacprocurement@eachq.org</a> |
| <b>GCC 9.1</b>       | The Governing law shall be the law of Tanzania.  |
| <b>GCC 10.2</b>      | The formal mechanism for the resolution of disputes shall be: <b>by amicable settlement or otherwise as per the provisions of the East African Court of Justice</b>  |
| <b>GCC 11.1</b>      | 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.   |
| <b>GCC 12.1</b>      | 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.<br>The shipping and other documents to be furnished by the Provider for each call-off order are:   |
| <b>GCC 15.1</b>      | 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.   |
| <b>GCC 15.2</b>      | The price adjustment shall be: <b>N/A</b>  |
| <b>GCC 16.1</b>      | 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.  |
| <b>GCC 16.3</b>      | The payment period shall be: <b>30 working days after delivery and</b>   |

| GCC clause reference | Special Conditions  |
|----------------------|---|
|                      | <b>certification of the invoice</b>   |
| GCC 16.4             | The currency(ies) for payments shall be: <b>USD</b>   |
| 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 Tanzania on the Goods or Services except for the following:  |
| GCC 18.1             | A Performance Security <b>SHALL NOT</b> be required.<br>The amount of the Performance Security shall be: <b>N/A</b><br>The currency shall be:   |
| GCC 18.3             | The forms of acceptable Performance Securities are: <b>N/A</b>  |
| 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.<br>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: <b>The Secretary General<br/>East African community, EAC Close, Ground Floor, Secretariat Wing, EAC Complex</b>  |
| GCC 24.1             | The insurance coverage shall be: <b>Comprehensive – CIP EACHQ STORES ARUSHA</b>   |
| GCC 25.1             | The INCOTERM shall be: 2000   |
| GCC 26.2             | The location for conducting inspections and tests shall be: <b>EAC STORES ARUSHA</b>  |
| GCC 27.1             | Liquidated damages <b>shall not</b> 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.<br>Notwithstanding the provisions of GCC 27.1, the number 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.<br>The maximum number 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: <b>90 working days</b>   |
| GCC 28.5             | The period within which the Provider shall repair or replace defective  |

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| GCC clause reference | Special Conditions   |
|----------------------|--|
|                      | Goods or Services shall be:  |
| <b>GCC 30.1</b>      | The amount of aggregate liability shall be: <b>the contract amount</b> |

## Section 9 Contract Forms

### Table of Forms

|                                       |                              |
|---------------------------------------|------------------------------|
| <b>Agreement</b> .....                | <b>62</b>                    |
| <b>Call-Off Order</b> .....           | <b>64</b>                    |
| <b>Performance Security</b> .....     | Error! Bookmark not defined. |
| <b>Advance Payment Security</b> ..... | Error! Bookmark not defined. |

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**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.

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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: \_\_\_\_\_

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**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:  |  |



**List of Goods and Price Schedule**

**Procurement Reference No: EAC/GDS/24-25/001**

**Call-Off Order Reference No: \_\_\_\_\_**

| Item No | Description of Goods | Quantity | Unit of Measure | Unit Price                    | Total Price |
|---------|----------------------|----------|-----------------|-------------------------------|-------------|
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
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|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 |                               |             |
|         |                      |          |                 | <b>Other additional costs</b> |             |
|         |                      |          |                 | <b>Subtotal</b>               |             |
|         |                      |          |                 | <b>VAT @     %</b>            |             |
|         |                      |          |                 | <b>Total Price</b>            |             |

**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.**

**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**

|                        |   |
|------------------------|---|
| <b>Contract title:</b> | <b>INVITATION TO Tender FOR SUPPLY OF STATIONERY AND SUPPLIES, ELECTRICALS AND LOCKS, OFFICE CONSUMABLES, PRINTED STATIONERY, PRINTER CARTRIDGES, PROMOTIONAL MATERIALS, PRINTED CORPORATE MATERIALS UNDER FRAME WORK ARRANGEMENTS 2024/2025.</b> |
|------------------------|---|

R  
Preliminary Evaluation

**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"> <li>• Company Profile</li> <li>• Certificate Of Registration</li> <li>• Business Licence</li> <li>• Tax identification references/ Numbers</li> <li>• VAT Certificate</li> <li>• Tax Compliance Certificate</li> <li>• Due Diligence Form-Signed</li> <li>• Original Manufacturers authorisation letter</li> <li>• Properly signed bid</li> </ul> |      |

**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           |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Name of Bidder</b>                                   |             |             |             |             |             |             |
| <i>Eligibility criteria</i>                             |             |             |             |             |             |             |
| <i>{Complete criteria as per solicitation document}</i> |             |             |             |             |             |             |
|   |             |             |             |             |             |             |
|   |             |             |             |             |             |             |
|   |             |             |             |             |             |             |
| <b>Conclusion</b>                                       | <i>C/NC</i> | <b>C/NC</b> | <b>C/NC</b> | <b>C/NC</b> | <b>C/NC</b> | <b>C/NC</b> |

**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    |
| <b>Evaluation Criteria</b>                                   |         |      |      |      |      |      |
| <b>Conformity to minimum technical specifications (MUST)</b> | R/NR    |      |      |      |      |      |
|  |         |      |      |      |      |      |
| <b>Conclusion</b>  | R/NR    | R/NR | R/NR | R/NR | R/NR | R/NR |

**KEY:**

R- Responsive

NR-Non-responsive

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

**SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:**

| <b>N<br/>o.</b> | <b>Na<br/>me<br/>of<br/>Bid<br/>der</b> | <b>Bid<br/>Curre<br/>ncy</b> | <b>Bid<br/>Tot<br/>al</b> | <b>Correct<br/>ions<br/>made</b> | <b>Disco<br/>unts</b> | <b>Adjus<br/>tme-<br/>nts<br/>made</b> | <b>Corre<br/>ct-ed<br/>Amou<br/>nt</b> | <b>Excha<br/>nge<br/>Rate</b> | <b>Conv<br/>ert-<br/>ed<br/>Total</b> | <b>Evalu<br/>ated<br/>Total</b> | <b>Ra<br/>nk</b> |
|-----------------|---|------------------------------|---------------------------|----------------------------------|-----------------------|--|--|-------------------------------|---------------------------------------|---------------------------------|------------------|
|                 |   |                              |                           |                                  |                       |  |  |                               |                                       |                                 |                  |
|                 |   |                              |                           |                                  |                       |  |  |                               |                                       |                                 |                  |
|                 |   |                              |                           |                                  |                       |  |  |                               |                                       |                                 |                  |
|                 |   |                              |                           |                                  |                       |  |  |                               |                                       |                                 |                  |
|                 |   |                              |                           |                                  |                       |  |  |                               |                                       |                                 |                  |

**Technical Evaluation Criteria**

- Evaluation will be based on specifications where given above
- By sample- please attach samples where applicable most especially for Promotional and 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.

**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. |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |
|    |                |              |           |                  |           |                  |                  |               |                 |                 |      |

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**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*

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**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:                                |
| 71   |

**2. Street Address (physical location of the registered headquarters):**

|  |   |   |
|--|---|---|
| <b>3. City:</b>                                      | <b>4. State/Postal Code:</b>                | <b>5. Country:</b>                                  |
| <b>6. P.O Box:</b>                                   | <b>7. Telephone Number:</b>                 | <b>8. Fax Number:</b>                               |
| <b>9. Address:</b><br>Company      Email             | <b>10 Company Address:</b>                  | <b>WWW</b>  |
| <b>11 Contact Name/Title/Address (if different):</b> | <b>12 Telephone Number</b>                  |   |
|  | <b>13 Contact Email Address:</b>            |   |
| <b>14. Type of Business (Mark one only):</b>         |   |   |
| <b>Corporation</b> <input type="checkbox"/>          | <b>Partnership</b> <input type="checkbox"/> | <b>Sole Proprietorship</b> <input type="checkbox"/> |
| <b>Other</b>   | <b>Government Agency:</b><br>(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:**

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**Has your company ever filed or petitioned for bankruptcy  
1. or re-organisation?**

Yes

No

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

---

**Has your company ever been terminated for contract  
2. 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  Wholesale  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) \_\_\_\_\_  
\_\_\_\_\_

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**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.**

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| Name (please print):             | Signature: | Date |
|----------------------------------|------------|------|
| Functional Title (please print): |            |      |

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

Send completed application to: [eacprocurement@eachq.org](mailto:eacprocurement@eachq.org)