

EAST AFRICAN COMMUNITY

P.O. Box 1096
ARUSHA, TANZANIA



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Date: 31ST July 2013

Tender No. EAC/SUPLS/13-14/000

INVITATION TO TENDER FOR THE SUPPLY, INSTALLATION and COMMISSIONING OF A 500KVA STANDBY GENERATOR AT EAC HEADQUARTERS, ARUSHA

The East African Community (EAC) is a regional organization mandated by the governments of Burundi, Kenya, Rwanda, Tanzania, and Uganda to spearhead the East African economic, social and political integration agenda. The Treaty for the Establishment of the East African Community was signed in November 1999 and entered into force in July 2000.

The Community has set aside funds and would like to invite tenders for the supply of the above mentioned items.

TENDER CONDITIONS:

1. Tenderers will provide the following information: Company name, Physical and Postal address, Current Trading License, Certificate of Registration/Incorporation, Tax Identification Number and VAT Certificate. **(not applicable only at the bidders discretion)**
2. Tenders shall be quoted in United States Dollars **(US\$)** and prices should indicate USD CIP AT EAC HEADQUARTERS, Arusha. *The Local Charges i.e. Destination, Inspection, Port Handling, Clearing and Forwarding, Customs Bond Guarantee and installation expenses where applicable will be borne by the supplier.*
3. The Community will not pay or reimburse any expense incurred by any entity intending to bid in response to this tender.
4. Any request for clarification must be received by the Community in writing at least 7 days before the deadline for submission of tenders.
5. The closing date is **Tuesday, 27th AUGUST 2013 11:00 hrs** local time followed immediately by bid opening.
6. Please note, the Community is not bound to accept the lowest or any other bid and any canvassing will be used as grounds for disqualification.

7. Tenderers may quote equivalent or superior specifications and models at a competitive price; however the specifications offered should meet our minimum requirements. Your bid should specify, among other things, delivery period, warranty and any other after sale services.
8. The tender is only open to the following listed below:
- I. **M/S Odd-Mac Engineering Ltd, PO Box 2612-00200 Nairobi, Tel: +254 20 2720299, Fax: +254 20 2712798, Email: info@oddmaceng.com;**
 - II. **M/s Derm Electrics (T) Ltd, PO Box 4756 Dar-Es-Salaam;**
 - III. **Electro-Mechanical Agencies, PO Box 8127 Dar-Es-Salaam, Lida Building-Room No. 306, Nkrumah Street, Tel: +255 22 2130429, Fax: +255 22 2130429**
9. Sealed bids must be submitted in original and two copies filled according to schedule for requirement and price attached as an Appendix.

Your sealed bids in plain envelope, clearly marked “**TENDER FOR THE SUPPLY INSTALLATION and COMMISSIONING OF A 500 KVA STANDBY GENERATOR AT EAC HEADQUARTERS, ARUSHA**”, accompanied with non-refundable tender fee of USD 100 in Bankers Cheque (*drawn to the East African Community Secretariat*) OR Cash paid to EAC Cashier on the First Floor, Secretariat Wing should be submitted into the EAC bid box before the deadline clearly addressed to:-

**SECRETARY, PROCUREMENT COMMITTEE
EAST AFRICA COMMUNITY
P. O. BOX 1096, ARUSHA, TANZANIA
EAC COMPLEX, GROUND FLOOR SECRETARIAT WING
E-mail- eacprocurement@eachq.org
Fax + 255 27 2162190, Tel + 255 27 2162100**

To download the Tender Document you can visit EAC Website: www.eac.int Link “Tenders” or Contact us on + 255 27 2162100 or through E-Mail: eacprocurement@eachq.org. Clarifications, changes or modifications will similarly be communicated on the EAC Website

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A. INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender document; any reservation will result in the immediate rejection of the tender without further evaluation.

1 Goods and services to be provided

The subject of the contract is the delivery by the Contractor of the following items (Annex 1):

- **TENDER FOR THE SUPPLY, INSTALLATION and COMMISSIONING OF A 500 KVA STANDBY GENERATOR AT EAC HEADQUARTERS, ARUSHA**

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

3. Participation

3.1. Participation in tendering is open on equal terms to: (to firms only indicated on page 2 above).

- Natural persons, companies or firms or public or semi-public agencies of the EAC Partner States;
- Cooperative societies and other legal persons governed by public or private law, of the Member States;
- Joint ventures or groupings of companies or firms of EAC Partner States.

3.2. These conditions apply to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

3.3. These rules apply to:

- a) Tenderers
- b) Members of a consortium
- c) Any subcontractors.

3.4 Tenderers or candidates found guilty of making false declarations are also liable to financial penalties representing 10% of the total value of the contract being awarded. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

3.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Community that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

4. ORIGIN

4.1 When submitting this tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the respective countries of origin. He may be asked to provide additional information in this connection.

Contractors must present a certificate of origin to the Community when bringing goods into the EAC State, when provisional acceptance of the goods takes place or when the first invoice is presented. Which of these options is to apply shall be specified in the contract concerned.

Certificates of origin must be made out by the competent authorities of country of origin of the goods or supplier and comply with the international agreements to which that country is a signatory.

5. Type of contract

Lump sum contract

6. Currency

Tenders must be presented in USD Dollars only.

7. Lots

This tender procedure is not divided into any lots:

8. Period of validity

8.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

8.2. In exceptional circumstances and prior to the expiry of the original tender validity period, the Community may ask tenderers in writing for an extension of this period of 60 days.

8.3. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

8.4 The successful tenderer will be bound by his tender for a further period of 60 days following Receipt of the notification that he has been selected.

9. Language

9.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Community must be written in English.

9.2 Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

10. Presentation of tenders

Tenders must be received before the deadline specified in the letter of invitation to tender. They must include the Tender submission form in part D of this tender document and be sent to the following address:

**The Secretary, Procurement Committee
East Africa Community
P. O. Box 1096
Arusha
EAC Complex Ground Floor Secretariat Wing**

Tenders must comply with the following conditions:

- 10.1. All tenders must be submitted in one original, marked “original”, and two copies signed in the same way as the original and marked “copy”.
- 10.2. All tenders must be received at the, East African Community Secretariat, Secretariat Wing, EAC Complex Arusha before the deadline date and time, by courier, registered letter or hand-delivered
- 10.3. Bids, including annexes and any accompanying documents, must be placed in sealed envelopes within a package or outer envelope bearing:
 - a) The above address;
 - b) Where applicable, the number of the lot(s) tendered for;
 - c) The words “**Not to be opened before the tender opening session**”

11. Content of tenders

All tenders submitted must comply with the requirements in the tender document and comprise:

A bid consisting of:

- a) A detailed description of the goods tendered in conformity with the Specifications/TORs, including any documentation required.
- b) A statement by the tenderer attesting the origin of the goods tendered (or other proofs of origin);

12. Pricing

- 12.1.** Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.
- 12.2.** Depending on whether the items proposed are manufactured locally or are to be imported into the country of the contracting authority, tenderers must quote, by lot, unit (and overall) prices for their tenders.
- 12.3.** The prices for the contract are fixed and not subject to revision.
- 12.4.** The prices should clearly indicate tax rates applicable for respective goods,

13. Additional information before deadline for submission of tenders

The tender document should be clear enough to preclude the need for candidates invited to tender to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to the request of a prospective tenderer, provides additional information on the tender document, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address 7 days before the deadline for submission of tenders, specifying the **publication reference** and the **contract title**:

**The Secretary, Procurement Committee
East Africa Community
P. O. Box 1096
Arusha
EAC Complex Ground Floor Secretariat Wing**

Any clarification of the tender document will be communicated simultaneously in writing to all the tenderers at the latest 5 days before the deadline for submission of tenders. No further clarification will be provided after this date.

14. Clarification meeting / site visit

No clarification meeting / site visit planned.

15. Alteration or withdrawal of tenders

- 15.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals shall be unconditional and shall end all participation in the tendering procedure.
- 15.2. Any notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The Community retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

- 18.1. If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract; each person must sign the tender and shall be jointly and severally liable for the tender and any contract. Those persons shall designate one of their number to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the contracting authority.
- 18.2. The tender may be signed by the representative of the joint venture or consortium only if he has been expressly so authorised in writing by the members of the joint

venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Community within the 30 days following the award of the contract. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof.

19. Opening of tenders

- 19.1. The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the documents have been properly included and whether the tenders are generally in order.
- 19.2. The tenders will be opened in public session on **27th August 2013 at 11:30am local time at** East African Community Secretariat, EAC Complex, Arusha by the committee appointed for the purpose.
- 19.3. At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, and such other information as the Community may consider appropriate may be announced.
- 19.4. After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 19.5. In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting execution of the contract or distorting competition.
- 19.6. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Community in its decision concerning the award of the contract will result in the immediate rejection of his tender.
- 19.7. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1. Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender document. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender document without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which would affect the scope, quality or implementation of the contract, differ widely from the terms of the tender document, limit the rights of the Community or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender document, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2. Detailed evaluation

After analysing, the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical compliance of each tender, classifying it as technically compliant or non-compliant.

20.3 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.

20.5 Award criteria

The award criteria will be the quality, delivery times, after sales services, warranty and price. The contract will be awarded to the lowest compliant tender.

21. Signature of the contract and performance guarantee

21.1 Within 30 days of receipt of the contract already signed by the Community, the selected tenderer must sign and date the contract and return it to the Community. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

21.2 If he fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Community may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

23. Ethics clauses

23.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the

- Community during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 23.2 Without the Community's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.
- 2.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the Community in any way without its prior written consent.
- 23.5 For the duration of the contract the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 23.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
- 23.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 23.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 23.9 The Contractor must refrain from any relationship likely to compromise his independence or that of his staff. If the supplier ceases to be independent, the Community may, for any injury it suffers as a result, terminate the contract without further notice and without the supplier having any claim to compensation.
- 23.10 The Community reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Community fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.
- 23.11 Any tender will be rejected or contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

- 23.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 23.13 The Contractor must undertake to supply the Community on request with all supporting documents relating to the conditions of the contract's execution. The Community may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.14 Contractors found to have paid unusual commercial expenses on projects funded by the Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Community funds.

24. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the contracting authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes shall be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Community be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even if the Community has been advised of the possibility of damages. The publication of a procurement notice does not commit the Community to implement the programme or project announced.

DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

EAST AFRICAN COMMUNITY

DRAFT CONTRACT



P.O. Box 1096
ARUSHA, TANZANIA

Tel: 255-27-2162100
Fax: 255-27-2162190
E-mail: eac@eachq.org

The East African Community the one part and
<Name of Contractor> (acronym) (“the Contractor”)

the other part ,have agreed as follows:

**TENDER FOR THE SUPPLY, INSTALLATION and COMMISSIONING OF A 500 KVA
STANDBY GENERATOR AT EAC HEADQUARTERS, ARUSHA.**

Article 1 Subject

The subject of the contract shall be the delivery by the Contractor, of the following goods:

- **TENDER FOR THE SUPPLY, INSTALLATION and COMMISSIONING OF A 500 KVA STANDBY GENERATOR AT EAC HEADQUARTERS, ARUSHA**

1.2 The Contractor shall comply strictly with specifications, the terms of the Special Conditions and General Conditions.

1.3 The place of acceptance of the goods and services shall be The East Africa Community Secretariat, EAC Complex. The time limits for delivery shall be Sixty days (60) after receiving the Local Purchase Order. The contract period shall run from the date of the signature of the contract by both Parties.

Article 2 Origin

No requirement for country of origin. But indicate the origin of the supplies.

Article 3 Price

3.1 The price of the goods and services shall be that shown on the price schedule (Annex 1). The total contract price shall be shown in **USD Dollars only**.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Community to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General Conditions and the Special Conditions.

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- Draft contract and the Special Conditions (Annex I)
- Price schedule – (Annex II)
- Tender document- (Annex III)
- Any other document from the tenderers

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 5 Communications

Any written communication relating to this contract between the Community and the Contractor must state the contract title and lot number, and must be sent by post, fax, e-mail or by hand following the procedures set out in Article 4 of the Special Conditions. Done in English in three originals, two originals being for the Community and one original being for the Contractor.

For the Contractor

Name:

Position:

Signature:

Date:

For the Community

Name:

Position:

Signature:

Date:

Endorsed for financing by the Deputy Secretary General (Finance and Administration)

Name:

Position:

Signature:

Date:

SPECIALCONDITIONS

CONTENTS

These conditions amplify and supplement the General Conditions where necessary. Unless the Special Conditions provide otherwise, the General Conditions referred to above remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, other clauses may be introduced to cover special situations.

For convenience the General Conditions and the Special Conditions are referred to in what follows as GC and SC respectively.

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Article 1 Definitions

Contracting authority: EAST AFRICAN COMMUNITY

State of Contracting authority: United Republic of Tanzania

Currency: USD Dollars only

Article 2 Law applicable and language of the contract

2.1 The law of the United Republic of Tanzania will be applicable to the contract

2.2 The language used shall be English

Article 3 Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- Draft contract and the Special Conditions (Annex I)
- Price schedule – (Annex II)
- Tender Document- (Annex III
- Any other document from the tenderers

Article 4 Communications

Any written communication relating to this Contract between the Community and the Contractor the Contract title reference number and Lot number must be indicated and correspondence and must be sent by post, fax, e-mail (except bids) or by hand to:

**The Secretary, Procurement Committee
East African Community Secretariat
PO Box 1096
AICC Complex
Arusha Tanzania**

Article 5 Performance guarantee

The Contractor shall be required to submit a performance guarantee at 10% of the contract value from a reputable Bank. The contractor is also expected to deliver goods or services as prescribed in Special conditions of this tender and observe all ethical requirements. – **ORIGINAL BANK GUARANTEE**

Article 6 Insurance

The supplier will arrange and bear all costs relating to insurance of the goods during transportation to the point of delivery at EAC Headquarters.

Article 7 Performance programme

All goods and services supplied must be of high standard and in good working condition.

Article 8 Commencement order

The Contract shall enter into force on the date of its signature by the Contractor and / or on receipt of LPO.

Article 9 Period of performance

Date and commencement of the period of performance will be from the date of signing the contract.

Article 10 Delays in performance

The liquidated damages per calendar day shall be set at 1/1000 (one thousandth) of the value of the contract per day of delay or, if the contract is subdivided into phases/lots, of the phase/lot concerned up to 30% (thirty per cent) of the total contract price.

Article 11 Inspection and testing

All goods will be inspected and staged in accordance with Article 25 of the General Conditions and the practical arrangements for testing. All goods will be inspected and tested at the Stores section, of the East African Community premises.

Article 12 General payment principles

Payments shall be made in **USD** Dollars only.

Payments shall be authorised and made by the Community. Payments will be made in the currency of the contract upon presentation of LPO from the Community, delivery note, original invoices after delivery and certification that all goods supplied meet the specifications in the technical offer. No interim payments will be made. ETR slips shall be required for payment where applicable.

Article 13: Advances

There is no provision for advances. In case its inevitable, a 100% original advance payment bank guarantee from a reputable bank in the region shall be expected from the supplier.

Article 14 Price revision

There is no provision for revision of prices.

Article 15 Delivery

The Contractor shall bear all risks relating to the goods or services until provisional acceptance at destination. The goods shall be packaged so as to prevent their damage or deterioration in transit until arrival at their destination at EAC Headquarters in Arusha.

Article 16 Warranty

The Contractor shall warrant that the goods supplied are new, unused, of the most recent products and incorporate all recent improvements in design and materials.

Article 17 Breach of contract

Liquidated damages shall be exacted in accordance with article 21.1

Article 18 Termination by the Community

This contract shall be automatically terminated if it has given risen to no payment in the three year following its signing.

Article 19 Dispute settlement

a) The amicable dispute-settlement procedure shall be initiated when one party notifies the other of the dispute and proposes that it be settled amicably by arrangements to be agreed by the parties in accordance with the provisions of this Article and Article 48 of the GC.

b) The time-limit for implementing the amicable settlement is 30 days after the notification referred to in Article 19 .a. The maximum time limit for completing amicable dispute settlement shall be 60 days after that notification. The parties may agree to extend this time limit by a maximum of 60 days.

c) The time limit referred to in article 19, a above for responding to a request shall be eight days from receipt of that request. If the time limit is not met, a reminder shall be sent by the party that lodged the request. If there is no response to this reminder within eight days of receipt of the reminder, the amicable dispute settlement procedure shall be deemed to have failed.

If the amicable intervention of the Community is requested, this request shall not be made until all internal administrative remedies have been exhausted.

Article 20 Ethics clauses

20.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Community during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.

20.2 Without the contracting authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

20.3 This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

20.4 When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the contracting authority.

20.5 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the contracting authority's prior approval. He may not commit the Community in any way without its prior written consent.

20.6 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

20.7 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

20.8 The Contractor and his staff shall maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor in connection with performance of the contract shall be confidential.

20.9 The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during performance of the contract.

20.10 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Community may, for any injury it suffers as a result, terminate the contract without further notice and without the Contractor having any claim to compensation.

20.11 The Community reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Community fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

20.12 Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

20.13 The Contractor undertakes to supply the Community on request with all supporting documents relating to the conditions of the contract's execution. The Community may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Article 21 Administrative and financial penalties

If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

APPENDIX A

STATEMENT OF REQUIREMENTS

**FOR THE SUPPLY INSTALLATION and COMMISSIONING OF A 500 KVA STANDBY
GENERATOR AT EAC HEADQUARTERS, ARUSHA**

Item No	Description of Supplies and related services	Input Quantity	Unit of Measure	Unit Rate - USD	Total Price
1.	Supply, deliver to site, install, test and commission a standby rate 500KVA 3 phase, 415V/231V, 50Hz,1500rpm diesel generating set with a continous power factor of 0.8 lagging Perkins water cooled engine MOD 2506C-18TAGIA Marelli alternator MOD M5 B355SA4	1	Unit		
2	Parallel control panel MOD, INSYNC for the generator	1	Unit		
3	1250A motorized ATS for the two genset	1	Unit		
4	Modification of the existing generator set. MOD. P500GXAU S/N9567 control panel to suit the parallel operation of the two generators complete with AVR for Marelli alternator.	1	Unit		
5	Supply, deliver to site and install a steel exchange exhaust pipe of not less than 14 SWG and of adequate diameter running from the generating set to the outside of the generator house.	10	Metres		
6	2x240mm sq 4 core XLPE/SWA/PVC copper cable	30	Metre		
7	2.5mmsq 4core PVC/SWA/PVC copper cable	20	Metres		
8	Interwire the control panel with the Mains L.V board	1	Unit		
9	Complete earthing of generating set to electrical engineer's approval	1	Unit		
10	Oil filters – 6Nos.	4	Units		
11	Air filters – 3Nos.	4	Units		

12	Construction of the Generator cage slab and plinth	1	Unit		
13	Construction of the generator cage made of 25x25mm steel square tube and a roof made of IT4 iron sheet	1	Unit		
NB:	<p>Instructions to Bidders, among others, would be:</p> <ol style="list-style-type: none"> 1. Bidders to quote price per table in USD, delivered at the EAC Headquarters in Arusha 2. Gross Price to show everything including Unit Rate, Duty and VAT 3. Net Price to be Duty & VAT exclusive 4. Bidders to indicate Country of Origin of product to be supplied 5. Bidders to indicate precise delivery time to Arusha 6. Successful bidder to produce a 10% Performance Guarantee from an acceptable bank 7. Bidders may propose a mode of payment but any advance payment will require 100% advance payment guarantee from a reputable bank in the region. 				
	Attach manufacturers letter of authorization with a two years warranty				
				Other additional costs	
				Subtotal	
				VAT @ %	
				Total	

Enter 0% VAT rate if VAT exempt.

Specification and Compliance Sheet

Item No.	Technical Specification required including applicable standards	Compliance of specification offered
a	b	c
1		
2		
3		
4		
5		
6		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be rejected. **Bidders are required to include technical literature to support the details provided in column c.**

Price Schedule for Supplies and Related Services

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

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

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

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
Item No.	Supplies or Related Services	Country of origin	Quantity (No. of units)	Unit price ¹	Import Duties, Sales and other taxes per unit ²	Total Price	Delivery period
<i>[insert number of item corresponding to Statement of Requirements]</i>	<i>[insert brief description of Supplies or Related Services]</i>	<i>[insert country of origin of the item]</i>	<i>[insert 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 in Uganda]</i>	<i>[insert all import duties, taxes paid or payable in Uganda on this item]</i>	<i>[insert the total price for this item, which should equate to columns 4 x 5 + 6]</i>	

Technical evaluation of the bids will be technical compliance selection based on the statement of requirements given (Appendix A)

TENDER FORM FOR A SUPPLY CONTRACT

Title of contract: **TENDER FOR THE SUPPLY INSTALLATION and COMMISSIONING OF A 500 KVA GENERATOR AT EAC HEADQUARTERS, ARUSHA**

July 2013

**East African Community
PO Box 1096
AICC complex
Arusha Tanzania**

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader*		
Partner 2*		
Etc ... *		

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted)

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3. **TENDERER'S DECLARATION(S)**

To be completed and signed by the tenderer (one declaration from each partner in the case of a consortium).

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the document for invitation to tender No [.....] of [../../]. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender document and the conditions and time limits laid down, without reservation or restriction:

Lot no [...]: *[description of goods and services with indication of quantities and origin]*

Lot no [...]: *[description of goods and services with indication of quantities and origin]*

Lot No [...]: [.....]

Lot no [...]: [.....]

3 The price of our tender *[excluding the discounts described under point 4]* is:

Lot no 1: [.....]

Lot no 2: [.....]

Lot no 3: [.....]

4 We will grant a discount of [%], or [.....] in the event of our being awarded Lot No

5 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [../../].

6 If our tender is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 21 of the Special Conditions.

7 Our firm/company *[and our subcontractors]* has/have the following nationality:
[.....]

8 We are making this application in our own right and **[as partner in the consortium]** led by < name of the leader / ourselves > for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for, and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].

9 We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers.

10 We agree to abide by the ethics clauses in Article 22 of the instructions to tenderers and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application.

11 We will inform the Community immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Community.

12 We note that the Community is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

FINANCIAL IDENTIFICATION FORM

ACCOUNT HOLDER

NAME.....

ADDRESS.....

TOWN/CITY.....

POSTCODE.....

CONTACT.....

TELEPHONE.....

FAX.....

**E
MAIL**.....

VATNUMBER.....

BANK NAME.....

ADDRESS.....

TOWN/CITY.....

POST CODE..... **COUNTRY**.....

ACCOUNT NUMBER.....

IBAN code (optional).....

REMARKS:

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<u>Date + signature of account holder (compulsory)</u>
