

**EAST AFRICAN COMMUNITY
CIVIL AVIATION SAFETY AND SECURITY
OVERSIGHT AGENCY**



**Bidding Document
For the
Procurement of Non-Consultancy Services**

OPEN BIDDING

Subject of Procurement: Tender for the Provision of Medical Insurance Services for EAC CASSOA

Reference Number: CAS/SRVCS/001/2019-2020

Date of Issue : 4th July 2019

INVITATION TO TENDER FOR THE PROVISION OF MEDICAL INSURANCE SERVICES FOR EAC CASSOA-CAS/SRVCS/001/2019-2020.

The East African Community-Civil Aviation Safety and Security Oversight Agency (EAC-CASSOA) is a self-accounting institution of the East African Community.

The Agency wishes to invite eligible tenderers to provide Medical Insurance Services to its staff as indicated in this tender document for the financial year 2019/20 and renewable upon satisfactory performance.

To download the Tender Document mentioned above, please visit the EAC CASSOA website www.cassoa.org on “Tenders” link. Interested eligible bidders may obtain further information from EAC CASSOA at the address given below from 8.00 am to 4.00 pm during working days (Monday to Friday). No liability will be accepted for loss or late delivery and late submissions will be rejected.

Sealed bids must be submitted in one original, two copies and in a plain envelope, clearly marked “**TENDER FOR PROVISION OF MEDICAL INSURANCE SERVICES FOR EAC-CASSOA STAFF, REF NO: “CAS/SRVCS/001/2019-2020”** accompanied with non-refundable tender fee of USD 50 made via cash payment or remittance to EAC CASSOA Bank Account. Cash payment shall be made to EAC CASSOA Accounts office (at the address given below and the receipt should be included in the tender document). For international bidders, remittance should be made to CASSOA Bank Account (the cost of remittance shall be borne by the bidder), account number shall be availed upon request. For purposes of submissions, the bid should be hand delivered or sent via courier to the address below:

EXECUTIVE DIRECTOR

EAC-CASSOA
P. O. BOX 873,
PLOT NO: 41/43 CIRCULAR ROAD
ENTEBBE, UGANDA
OFFICE LINE: +256 312 266 930
FAX: +256 414 322 049

Telegraphic, Fax, E-mail submissions of Bids will be rejected.

The deadline for submission is **Monday 19th August 2019 at 11.00 am.**

For more information or clarification, please contact us on the address above or through e-mail: procurement@cassoa.org and a copy to cassoa@cassoa.org. Any changes or modifications will be communicated on the EAC CASSOA Website: www.cassoa.org

Standard Bidding Document

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Section 1. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 EAC CASSOA invites bids for the provision of Medical Insurance Services to EAC CASSOA as specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.
- 1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by EAC CASSOA are provided in the SCC.
- 1.3 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means working day,
- 1.4 Procurement will be undertaken in compliance with the provisions of the EAC CASSOA Procurement & Procedures Manual 2017.

2. Source of Funds

- 2.1 EAC CASSOA has an approved budget and intends to use these funds to place a contract for which this Bidding Document is issued.
- 2.2 Payments will be made directly by EAC CASSOA and will be subject in all respects to the terms and conditions of the resulting contract.

3. Corrupt Practices

- 3.1 It is EAC CASSOA’s policy to require that Bidders and Providers observe the highest standards of ethics during procurement and the execution of procurement. In pursuit of this policy, EAC CASSOA
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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- (b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
 - (c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, EAC CASSOA may terminate a contract if at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of EAC CASSOA or of a Bidder or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, EAC CASSOA requires representatives of both EAC CASSOA and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, EAC CASSOA may suspend a provider from engaging in any EAC CASSOA procurement process for a period determined by the EAC CASSOA, where the provider is debarred from the procurement processes of an international organization or any of the Partner States.
- 3.6 Any communications between a Bidder and EAC CASSOA related to matters of alleged fraud or corruption must be made in writing and addressed to the Executive Director.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the bidder has the legal capacity to enter into a contract;
 - (b) the bidder is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the bidder's business activities have not been suspended;
 - (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or 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

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association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of EAC CASSOA regarding this bidding process; or
 - (e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously.
- 4.5 A firm that is under a declaration of suspension by EAC CASSOA, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to EAC CASSOA, as EAC CASSOA shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

- 5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:
- (a) the Qualification Form provided in Section 4, Bidding Forms; and
 - (b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.
- 5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

- 5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.-
NOT APPLICABLE IN THIS TENDER.

B. Bidding Document

6. Contents of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

- 6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.
- 6.3 Bidders who did not obtain the Bidding Document directly from EAC CASSOA will be rejected during evaluation. Where Bidding Document are obtained from EAC CASSOA on a Bidder's behalf, the Bidder's name must be registered with EAC CASSOA at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

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

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

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, EAC CASSOA may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from EAC CASSOA.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, EAC CASSOA may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

- 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.
- 10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and EAC CASSOA, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

- 11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (**one stage one envelope**).
- 11.2 A pre-bid meeting will be held **where** indicated in the BDS. Attendance at the pre-bid meeting is optional.

12. Documents Comprising the Bid

- 12.1 The bid shall comprise the following:
 - (a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;
 - (b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

- (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and
- (g) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

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

- (a) the Procurement Reference Number of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Services offered;
- (c) the total bid price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid ;
- (f) a commitment to submit any Performance Security if required and the amount;
- (g) a declaration that the Bidder is eligible to participate in public procurement;
- (h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference if applicable ;
- (h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;
- (j) confirmation that the Bidder has not been suspended by the EAC CASSOA or any other relevant authority;
- (k) a declaration on commissions and gratuities; and
- (l) an authorised signature.

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

- (a) a brief description of the Services to be performed;
- (b) the unit prices where applicable;
- (c) local taxes paid or payable in Uganda;
- (d) the total price per line item;

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- (e) subtotals and totals per Price Schedule; and
- (f) an authorised signature.

14. Bid Prices and Discounts

- 14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.
- 14.2 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).
- 14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31.

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Qualifications of the Bidder

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

18. Period of Validity of Bids

- 18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by EAC CASSOA as non-compliant.
- 18.2 EAC CASSOA will make its best effort to complete the procurement process within this period.
- 18.3 In exceptional circumstances, prior to the expiration of the bid validity period, EAC CASSOA may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security or Bid Securing Declaration

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

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- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollars, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
 - (b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside Uganda it shall have a correspondent financial institution located in Uganda to make it enforceable;
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;
 - (d) be payable promptly upon written demand by EAC CASSOA in case the conditions listed in ITB Clause 19.6 are invoked;
 - (e) be submitted in its original form - copies will not be accepted.
- 19.3 The Bid Security or Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.
- 19.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by EAC CASSOA as non-compliant.
- 19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.
- 19.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or
- If the successful Bidder fails to:
- (a) sign the Contract in accordance with ITB Clause 39;
 - (b) furnish any Performance Security in accordance with ITB Clause 41; or
 - (c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall

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consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature.

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

D Submission and Opening of Bids

21. Sealing and Marking of Bids

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

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to EAC CASSOA in accordance with ITB Sub-Clause 22.1;
- (c) bear the Procurement Reference number of this bidding process; and
- (d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal and Replacement of Bids

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

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

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- (b) received by EAC CASSOA prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.
- 24.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

- 25.1 EAC CASSOA shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.
- 25.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.
- 25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as EAC CASSOA may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.
- 25.6 EAC CASSOA shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where required. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on EAC CASSOA`s website within one working day from the date of the bid Opening.

E. Evaluation of Bids

26. Confidentiality

- 26.1 EAC CASSOA shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-
 - (a) solicitation documents, before the solicitation documents are officially issued;
 - (b) the examination, clarification, evaluation and comparison of bids before the best

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evaluated bidder notice is displayed..

- 26.2 Any effort by a Bidder to influence EAC CASSOA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact EAC CASSOA on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

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

28. Compliance and Responsiveness of Bids

- 28.1 EAC CASSOA's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;
 - (b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of EAC CASSOA or the obligations of the bidder under the contract;
 - (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
 - (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
 - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by EAC CASSOA and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

- 29.1 Provided that a bid is substantially compliant and responsive, EAC CASSOA may waive

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any non-conformity or omission in the bid that does not constitute a material deviation.

- 29.2 Provided that a bid is substantially compliant and responsive, EAC CASSOA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 29.3 Provided that a bid is substantially compliant and responsive, EAC CASSOA shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.
- 29.4 Provided that the bid is substantially compliant and responsive, EAC CASSOA shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of EAC CASSOA there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

- 30.1 EAC CASSOA shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.
- 30.2 If after the examination of eligibility, EAC CASSOA determines that the Bidder is not eligible, it shall reject the bid.
30. EAC CASSOA shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 30.4 EAC CASSOA shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Bid Submission Sheet, including:
 - (i) a brief description of the Services offered;
 - (ii) the price of the bid; and
 - (iii) the validity date of the bid;

- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Bidder;
- (d) a Bid Security or Bid Securing Declaration, if applicable; and
- (e) samples as may be required

31. Detailed Commercial and Technical Evaluation

- 31.1 EAC CASSOA shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.
- 31.2 If, after the examination of the terms, conditions and requirements, EAC CASSOA determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

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

33. Margin of Preference

- 33.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 33.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) Group A: bids from providers incorporated or registered in EAC CASSOA where more than fifty percent of the bidder's capital is owned by EAC nationals;
 - (b) Group B: bids from joint ventures or associations registered in EAC CASSOA and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and
 - (c) Group C: all other bids which do not qualify for preference under paragraphs (a) or (b).
- 33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

34. Financial Comparison of Bids

- 34.1 EAC CASSOA shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 34.2 To financially evaluate a bid, EAC CASSOA shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and

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Criteria. No other criteria or methodology shall be permitted.

34.3 To financially compare bids, EAC CASSOA shall:

- (a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;
- (b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;
- (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);
- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;
- (e) convert all bids to a single currency in accordance with ITB Clause 32;
- (f) apply any margin of preference in accordance with ITB Clause 33; and
- (g) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

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

36. Post-qualification of the Bidder

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

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

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

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

F. Award of Contract

37. Award Procedure

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

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Bidder.

37.3 EAC CASSOA shall award the Contract to the Bidder whose offer has been determined

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to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

37.4 Negotiations will only be held in exceptional circumstances as provided for under the EAC Procurement Policy and Procedures Manual, 2016.

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

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

39. Signing and Effectiveness of Contract

39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the EAC CASSOA shall sign a contract with the successful Bidder.

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

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

40. Debriefing

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

41. Performance Security

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

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

42. Advance Payment and Security

42.1 If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in

accordance with the GCC. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

43. Administrative Review

- 42.1 Bidders may seek an Administrative Review by the Executive Director in accordance with the EAC Procurement Policy and Procedures Manual, 2017 if they are aggrieved with the decision of EAC CASSOA.

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Buyer is: EAC CASSOA
ITB 1.1	Commencement: The assignment is expected to commence on 1st October 2019.
ITB 1.2	Subject: The subject of the procurement is: Tender for the Provision of Medical Insurance Services to EAC CASSOA for FY 2019/20 – 2021/22
ITB 1.2	Reference: The Procurement Reference Number is: CAS/SRVCS/009/2019-2020
B. Bidding Document	
ITB 7.1	<p>Clarification: For clarification purposes only EAC CASSOA’s address is: Attention: Executive Director Street Address: Plot 41/43 Circular Road Floor/Room number: EAC CASSOA Board Room City/Country: Entebbe, UGANDA P. O Box No: 873 Country: Uganda Facsimile number: +254 57 2026324 Email: procurement@cassoa.org copy to cassoa@cassoa.org</p> <p>EAC CASSOA will respond to any request for clarification provided that such request is received no later than 10 days before tender closing date.</p>
C. Preparation of Bids	
ITB 10.1	Medium: The medium of communication shall be in writing.
ITB 10.2	Language: The language for the bid is English.
ITB 11.2	<p>Pre-bid meeting: A pre-bid meeting shall not be held.</p> <p>Date: _____ Time : _____</p> <p>Address for Pre-bid meeting: Street Address: Floor/Room number:</p>

Part 1: Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
	Town/City: Country:
ITB 12.1(f)	Additional bid information: Additional information required in the bid includes:
ITB 14.3	Prices: The prices quoted by the Bidder shall be:
ITB 15.1	Currency: The currency of the bid shall be: United States Dollars
ITB 18.1	Validity Period: Bids shall be valid not less than 90 days .
ITB 19.1	A Bid Security shall not be required. A Bid Securing Declaration shall be required
ITB 19.2	[Where a Bid Security is required insert “The amount and currency of the Bid Security shall be [insert the amount and currency required]]. N/A
ITB 19.3	The Bid Security or Bid Securing Declaration shall be valid until 27 th January 2020.(Calculated as 28 days beyond the bid validity date above).
ITB 20.1	Number of Copies: In addition to the Original of the Bid, the number of copies required is: TWO COPIES
D. Submission and Opening of Bids	
ITB 22.1	Bid Submission: For bid submission purposes only, EAC CASSOA’s address is : Attention: Executive Director Street Address: Plot 41/43 Circular Road Floor/Room number: EAC CASSOA Board Room Town/City: Entebbe Country: Uganda The deadline for bid submission is: Date: 19th August 2019 Time (local time): 11.00 a.m
ITB 25.1	Bid Opening: The bid opening shall take place at: Street Address: Plot 41/43 Circular Road Floor/Room number: EAC CASSOA Board Room Town/City : Entebbe Country: Uganda Date: 19th August 2019 Time (local time) 11.30 a.m
E. Evaluation of Bids	

Part 1: Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
ITB 32.1	<p>Conversion to Single Currency: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: US Dollars</p> <p>The source of exchange rate shall be: Bank of Uganda</p> <p>The date for the exchange rate shall be 19th August 2019</p>
ITB 33.1	<p>A margin of preference shall not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.</p>
ITB 33.3	<p>The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: NOT APPLICABLE</p> <p>_____</p> <p>_____</p>
F. Award of Contract	
ITB 42.1	<p>The Advance Payment shall be limited to _____ percent of the Contract Price. NOT APPLICABLE</p>

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: CAS/SRVCS/009/2019-2020

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 eligible Bidders in accordance with ITB Clause 4.

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

- (a) Copy of the Bidder's Trading licence or equivalent and a copy of the Bidder's Certificate of Registration;
- (b) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
- (c) a declaration in the Bid Submission Sheet of nationality of the Bidder;
- (d) a declaration that the Bidder is not under suspension by EAC CASSOA, an international organisation or any of the Partner States;
- (e) fulfilment of obligations to pay taxes and social security contributions in

any of the Partner States where applicable.

4. Administrative Compliance Criteria

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

C Detailed Evaluation Criteria

5. Commercial Criteria

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

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

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.
- 6.2 The Terms of Reference detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a **comply/non comply** basis. Substantial responsiveness shall be considered compliant.

D Financial Comparison Criteria

6. Costs to be included in Bid Price

- 6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:
- (a) the unit and total rates in the Price Schedule;
- (b) taxes, duties and levies;

7. Margin of Preference

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

- 7.2 EAC CASSOA will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence.
- 7.3 EAC CASSOA will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:
- (a) seven (7) percent of the bid price to all bids in Group C;
 - (b) four (4) percent of the bid price to all bids in Group B.
- 7.4 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.
- 8. Determination of Best Evaluated Bid or Bids**
- 8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E Post-qualification

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

Section 4. Bidding Forms

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Part 1: Section 4 Bidding Forms

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

1. Bid Submission Sheet

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

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

To: **EAC CASSOA**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Bidding Document for the *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the amounts and currency]*; This amount is exclusive of local taxes which we have estimated at *[insert amount in words and figures]*;
- (d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the EAC CASSOA (. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*);
- (h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;
[or]
We are not eligible for a Margin of Preference in accordance with ITB Clause 33;
- (j) We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract;

Part 1: Section 4 Bidding Forms

- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*;

Name and address of Recipient	Purpose/Reason	Currency and Amount

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

- (l) We are not participating, as Bidders, in more than one bid in this bidding process;
- (m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4;
- (n) We, our affiliates or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been suspended by any relevant Authority in the Partner States from participating in public procurement;
- (o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

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

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

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

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

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

ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the Procurement Policy and Procedures of EAC CASSOA; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

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

4. Confidentiality and Accuracy of Information

- (1) Information given by bidders and providers in the course of procurement processes or the performance of Procurement shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

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

6. Inducements

- (1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Bidders and providers shall not ask any EAC CASSOA official to do anything which is inconsistent with the provisions of the EAC Procurement Manual or the Procurement Code of Ethics.

7. Fraudulent Practices

Bidders and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving EAC CASSOA of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of EAC CASSOA; or utter false documents;

Part 1: Section 4 Bidding Forms

- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of EAC CASSOA; and
- (f) withholding information from EAC CASSOA during contract execution to the detriment of EAC CASSOA.

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

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

Part 1: Section 4 Bidding Forms

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

2. Bid Security

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

Procurement Reference No.: [insert Procurement Reference Number]

To: **EAC CASSOA**

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

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or
2. If the Bidder, having been notified of the acceptance of its bid by EAC CASSOA, during the period of bid validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITB Clause 39; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 41; or
 - (c) accept the correction of its bid by EAC CASSOA, pursuant to ITB Clause. 29;we undertake to pay EAC CASSOA up to the above amount upon receipt of its first written demand, without EAC CASSOA having to substantiate its demand, provided that in its demand EAC CASSOA states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

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

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

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

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

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

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

3. Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Procurement Reference. No.: *[insert Procurement Reference Number]*

To: **EAC CASSOA**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we may be suspended for three years by EAC CASSOA from being eligible for bidding in any contract with EAC CASSOA, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
 - (b) having been notified of the acceptance of our bid by EAC CASSOA during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 41; or (iii) fail or refuse to accept the correction of our bid by EAC CASSOA, pursuant to ITB Clause 29;
3. We understand this Bid Securing Declaration shall remain valid and including *[insert date in accordance with ITB Clause 19.3]*

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Part 1: Section 4 Bidding Forms

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

4. Price Schedule

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

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

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

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

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

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

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

Duly authorised to

sign the bid for

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

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

Part 1: Section 4 Bidding Forms

[This Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.

The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.

Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

Name of Bidder:	
------------------------	--

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

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

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

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

Part 1: Section 4 Bidding Forms

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

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

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

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

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

or [delete statement which does not apply]

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

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

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

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

Duly authorised to sign

the Qualification Form

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

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

Section 5. Eligible Countries

Procurement Reference Number:

All EAC Partner State countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Uganda and/or the East African Community, prohibits commercial relations with that country, provided that EAC is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Services from that country or any payments to persons or entities in that country.

Section 6. Statement of Requirements

Statement of Requirements (including Detailed Terms of Reference and Evaluation Grids)

Procurement Reference Number: CAS/SRVCS/001/2019-2020

MANDATORY ELIGIBILITY CRITERIA

This is a preliminary and administrative evaluation criteria applicable to all Bidders and is mandatory. Bidders who do not submit the mandatory requirements shall be disqualified.

	Mandatory requirement (Eligibility criteria)
	<p>Documents that must be submitted with the Proposal are:</p> <ul style="list-style-type: none">• Company Profile• Certificate of Registration /Incorporation.• Business /Trading Licence.• Tax identification references• Valid Tax Compliance Certificate• Audited Financial statement for the last three years• Consortium agreement and authorisation letter (Only if relevant as in Joint Venture)• Completed Bid Submission Sheet• Completed Bid Securing Declaration• Evidence of payment of tender Fee

Part 3: Section 6 Statement of Requirements

.1.1 TERMS OF REFERENCE (TOR'S) FOR STAFF MEDICAL INSURANCE & EVALUATION GRIDS

1. SCOPE OF PROPOSED MEDICAL INSURANCE COVER

The East African Community Civil Aviation Safety and Security Oversight Agency (EAC-CASSOA) is looking for medical insurance covers for staff, dependants in the service of EAC-CASSOA. The Medical Insurance cover should comprise all necessary medical treatments as indicated in part 3 of this TOR's. The staff and dependants are spread over the Republics of Burundi, Kenya, Rwanda, Uganda, South Sudan and United Republic of Tanzania.

The proposed medical scheme shall be fully enhanced medical scheme cover and is intended to provide all employees and their dependants' quality medical and health care service on twenty four (24) hours cover.

Technical proposals should include an acceptable work plan and delivery method that the bidder is proposing to use to deliver the proposed services to the employees and their dependents. The detailed work plan and delivery method must show the location of all health facilities or clinics the bidder intends to use in delivering the services. Additionally, the methodology should include a description of the ICT system the provider uses in managing its medical insurance services including:

- a) Details of feedback reports given to the clients and the frequency of such reports
- b) Control fraud/abuse/misuse of the benefits.
- c) Frequency of member sensitization sessions.
- d) In patient case management
- e) Management of emergencies including emergency contacts.

While it is appreciated that medical scheme comes with inherent controls and procedures, EAC-CASSOA is expecting that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

Part 3: Section 6 Statement of Requirements

2. SALIENT FEATURES OF THE MEDICAL COVER

Duration of cover	One year from the date of the contract	
Renewal of cover	The EAC-CASSOA shall have the discretion to renew the cover. This will be based on satisfactory performance by the service provider	
Period of cover	1 year from commencement of the Contract and renewable upon satisfactory performance	
Time of cover	24 hours, seven days a week (24/7)	
No. of employees and dependants	Staff	18
	Number of dependants	60
	No. of spouse	Max 1 person per employee
	No. of children	Max 4 pax per employee
	Total:	78
	Note: The numbers may change due to separation and recruitment	
Eligibility Age	Children all births including premature delivery	From birth up to 24 years;
	Employee and Spouse	No age limit
Waiting Period	Existing members	None
	New employees and dependants (spouse and own children)	None
	Pre-existing conditions	None
Geographical Area	Staff and dependants -	Uganda, Tanzania, Kenya, Rwanda, South Sudan & Burundi
Cover Outside the East African Region	On annual leave / holiday	Open
	On official work	Open

Part 3: Section 6 Statement of Requirements

Any other medical services:	Treatment of Staff and their dependants out of East Africa Community Partner States	Complicated cases on referral to India, South Africa or any other country as necessary.
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3. EXPECTED COVERAGE OF THE STAFF MEDICAL SCHEME

The successful bidder will be required to offer a minimum of the following benefits:

3.1 INPATIENT

The inpatient cover shall cater for the following benefits:

- I. Admission in any of the major Hospitals spread within the Republics of Kenya, Uganda, Rwanda, Burundi, South Sudan and United Republic of Tanzania);
- II. Accommodation in a private room (Minimum) for inpatient, parent/guardian;
- III. Doctors, surgeons and any other specialist fees
- IV. Laboratory investigations, Ultrasound, X rays, ECG, MRI, Scans
- V. Computerized tomography, pathology; and any other relevant investigations.
- VI. Psychiatric cases
- VII. Prescribed medicines, dressings, surgical appliances, nursing procedures, and internal surgical appliances
- VIII. Theatre charges including surgeon's fees and anesthetists fees;
- IX. Intensive Care Unit (ICU)/High Dependency Unit (HDU);
- X. Radiotherapy, Chemotherapy, Physiotherapy, pathology (laboratory) fees
- XI. Day Care Surgery
- XII. Post hospitalization visits/follow ups within 6 weeks after discharge
- XIII. Palliative care
- XIV. Maternity cover for all births including premature delivery and caesarean
- XV. Optical expenses arising from disease or accidents
- XVI. Cost of medical circumcision
- XVII. Congenital conditions
- XVIII. Chronic illness coverage
- XIX. Dental cover as a result of illness or accident
- XX. Cancer cover
- XXI. Organ Transplant
- XXII. HIV/AIDS cover (conventional, accepted, recognized treatment)
- XXIII. Pre-existing conditions
- XXIV. Expenses incurred on hysterectomy
- XXV. Blood and other blood products transfusion
- XXVI. Any other service not included above but may be mutually agreed upon from time to time

Part 3: Section 6 Statement of Requirements

3.2. OUTPATIENT BENEFITS

OUTPATIENT cover will cater for the following services:

- I. Routine outpatient consultation with a Medical Practitioner (consultation services) ;
- II. Consultation with a specialist within the East African region or Outside the region (the specialists include Pediatricians, obstetricians, gynecologists, lactation specialists, neonatologists, orthopedic doctors, dermatologists, E.N.T doctor's and any other as necessary).
- III. Laboratory investigations,
- IV. Diagnostic consultations, X-rays, ultrasound, EEG, ECG and computerized, Tomography, MRI scans, CT scan.
- V. Prescribed drugs/ medicines;
- VI. Dental and optical services
- VII. Physiotherapy
- VIII. Prenatal/antenatal and post-natal care to six weeks post delivery
- IX. Immunization
- X. Chronic & recurring conditions
- XI. Counseling services (Psychologist, Psychiatrist and Psychiatric treatment, etc.)
- XII. Health Education (Wellness programmes)
- XIII. HIV/AIDS cover (voluntary counseling and testing and other related treatment)
- XIV. Chiropractor upon referral & approval
- XV. Annual routine checkup and medical examination including among others pap smear, mammography and prostate checks for members and dependants
- XVI. Travel vaccine e.g Yellow fever etc...
- XVII. Family planning services including: contraceptives, IUDS and Norplant
- XVIII. External appliances, Varicose vein stockings etc...

3.3 OTHER BENEFITS

- i. Funeral expenses cover
- ii. Emergency Road & Air evacuation
- iii. Where a member is referred for further medical attention outside his/her country workstation,

Part 3: Section 6 Statement of Requirements

all medical costs including transport and living expenses of beneficiaries and assistant shall be met by the Insurance service provider.

iv. Possibilities of establishing a medical fund (in case limits are exhausted)

3.4 MEDICAL BENEFITS LIMITS

The following cover limits shall apply

a) Inpatient (per individual) per annum

Staff and dependants	USD 250,000
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b) Outpatient (per individual) per annum

Outpatient Staff & dependants	USD 5,000
Maternity Staff & dependants	Covered in full
Dental Staff & dependants	USD 1,000
Optical Staff & dependants	USD 1,000
Funeral expenses Staff & dependants	USD 5,000
Organ transplant Staff & dependants	Covered in full
Pre-existing / Chronic diseases	Covered in Full
Congenital and premature births	USD 100,000
Any other benefits/limits	To be indicated by the Insurance Service Provider

Part 3: Section 6 Statement of Requirements

3.5 STAFF MEDICAL SCHEME MANAGEMENT

The management of the medical scheme will be based on the following principles:

- i) EAC-CASSOA and the Insurance Service Provider will agree on a list of Outpatient /Inpatient provider outlets/accredited hospitals;
- ii) EAC-CASSOA will provide the list of Staff and their dependants;
- iii) Services will be offered on presentation of the employee's membership card (preferably a smart card);
- iv) The firm shall ensure that services are provided to employees and their dependants with as little paper work and inconvenience as possible.
- v) All treatment bills will be sent directly to the Insurance Service Provider for payment;
- vi) Patients will not be required to pay cash for treatment. In case of cash payments made to hospitals not in the Insurance Service Provider's panel, patients will be reimbursed by the Insurance Service Provider within 30 days;
- vii) Insurance Service Provider shall specify the extent of coverage.
- viii) Insurance Service Provider shall conduct Employee Wellness Programme (stress management, depression, etc.). A consultant from the Insurance Service Provider will be expected to make scheduled visits to EAC-CASSOA to conduct these programmes;
- ix) Insurance Service Provider shall sensitize staff on the usage of cover;
- x) Insurance Service Provider to conduct regular counseling services;
- xi) Annual routine medical check-up for staff.

The bidder is expected also to provide details on the following:

- i) A detailed description on how the cover is going to be administered
- ii) An analysis on how the service provider intends to address the following issues/procedures:
 - a) Admission of members into the cover
 - b) Procedure to be followed for medical referral within East African region and Outside the region
 - c) Procedure to be followed for reimbursement of medical expenses incurred by the staff or dependants
 - d) Procedure to be followed to procure last expense

Part 3: Section 6 Statement of Requirements

e) Procedure on how members will seamlessly access medical services within the East African region and outside in case of referral or evacuation.

3.6 SCHEDULE OF REQUIREMENTS

The Insurance Service Provider must meet the following conditions:

1. Shall have done Annual Gross premiums in previous financial year 2017/2018 of at least **USD 4,000,000** in medical insurance business.
2. Shall have a paid up capital of at least **USD 800,000**
3. Shall give evidence of experience in provision of similar services and magnitude in the **last five years** of at **least five reputable clients** for group medical insurance. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.
4. Shall provide a list and evidence of **two** clients with premiums of **USD 50,000 USD** and above (for each client)
5. Shall provide credit worthiness certificate from the firm's bankers
6. Shall provide evidence of 'Reinsurance' arrangements of medical insurance business
7. Must attach CV'S of at least 5 key staff indicating qualifications and experience in insurance matters.
8. Shall provide a Resident insurance medical practitioner to advise on professional matters, moderate bills and provide talks on topical health issues.
9. Shall provide a list of medical specialists in its panel of consultants to moderate bills and handle other medical matters.
10. Shall be a member of a Relevant Association of Insurers in the East Africa Community region.
11. Shall provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount, if any.
12. Shall provide evidence from the listed major hospitals served in all EAC Partner States.
13. Shall provide exclusions and any limitations to the medical cover.
14. Shall provide a region-wide list of approved health providers in every Partner State where it has credit facilities (EAC-CASSOA reserves the right to confirm directly the existence of Credit Facilities)
15. The bidders must quote for medical insurance for both inpatient and outpatient for the bids to be considered complete.
16. Any other information or documents which may assist in the objective evaluation of the insurance Service Provider proposal

Part 3: Section 6 Statement of Requirements

ANNEX II: ADMINISTRATIVE COMPLIANCE GRID

	Mandatory Requirement (Eligibility Criteria) :	Comply/Non-Comply
1	Valid Bidder's Business/Trading licence for the FY 2019 or equivalent	
2	Bidder's Certificate of Registration/ Incorporation or equivalent	
3	Valid Tax Compliance certificate addressed to EAC-CASSOA	
4	Audited Financial statement for the last three years	
5	Company Profile	
6	Consortium agreement and authorisation letter (Only if relevant as in Joint Venture)	
7	Completed Bid Submission Sheet	
8	Completed Bid Securing Declaration	
9	Evidence of payment of the tender fee	
10	Tax identification references	

Part 3: Section 6 Statement of Requirements

ANNEX III. TECHNICAL EVALUATION GRID

ITEM	ITEM	Comply/Non comply
1	Annual Gross premiums in previous financial year 2017/2018 of at least USD 4,000,000) in medical insurance business.	
2	Paid up capital of at least USD 800,000	
3	Evidence of experience in provision of similar services and magnitude in the last five years from at least five reputable clients for group medical insurance. Details of services underway or contractually committed, and names and addresses of clients/ References who may be contacted for further information on those contracts should also be provided.	
4	List and evidence of two clients with premiums of USD 50,000 USD and above (for each client)	
5	Proof of credit worthiness certificate from the firm's bankers	
6	Evidence of 'Reinsurance' arrangements of medical insurance business	
7	CV'S of at least 5 key staff indicating qualifications and experience in insurance matters.	
8	Resident insurance medical practitioner to advise on professional matters, moderate bills and provide talks on topical health issues.	
9	List of medical specialists in its panel of consultants to moderate bills and handle other medical matters.	
10	Membership of a Relevant Association of Insurers in the East Africa Community region.	
11	Information regarding litigation in which the insurance Company is in, the parties concerned	

Part 3: Section 6 Statement of Requirements

	and the disputed amount, if any.	
12	Evidence from the listed major hospitals served in all EAC Partner States.	
13	List of exclusions and any limitations to the medical cover.	
14	Region-wide list of approved health providers in every Partner State where it has credit facilities	
15	Quote for medical insurance both inpatient and outpatient	
	INPATIENT	
16	Admission in any of the major Hospitals spread within the East African Community Region (Tanzania, Kenya, Uganda, Rwanda, Burundi and South Sudan);	
17	Accommodation in a private room (Minimum) for inpatient, parent/guardian;	
18	Doctors, surgeons and specialist fees	
19	Laboratory Investigations, Ultrasound ,Xrays, ECG, MRI, Scans	
20	Computerized tomography, pathology; CT Scans	
21	Psychiatric cases	
22	Prescribed medicines, dressings, surgical appliances, nursing procedures, and internal surgical appliances;	
23	Theatre charges including surgeon's fees and anesthetists fees	
24	Intensive Care Unit (ICU)/High Dependency Unit (HDU);	
25	Radiotherapy, Chemotherapy, Physiotherapy, pathology (laboratory) fees	
26	Day Care Surgery	

Part 3: Section 6 Statement of Requirements

27	Post hospitalization visits/follow ups within 6 weeks after discharge	
28	Palliative care	
31	Maternity cover for all births including premature delivery and caesarean	
32	Optical expenses arising from disease or accidents	
33	Cost of medical circumcision	
34	Congenital conditions	
35	Chronic illness coverage	
36	Dental cover as a result of illness or accident	
37	Cancer cover	
38	Organ Transplant	
39	HIV/AIDS cover (conventional, accepted, recognized treatment)	
40	Pre-existing conditions	
41	Expenses incurred on hysterectomy	
42	Blood and other blood products transfusion	
	OUT – PATIENT BENEFITS	
43	Routine outpatient consultation with a Medical Practitioner (consultation services)	
44	Consultation with a specialist within the East African Community or Outside the region (the specialists include Pediatricians, obstetricians, gynecologists, lactation specialists, neonatologists, orthopedic doctors, dermatologists, E.N.T doctor's, etc.).	
45	Laboratory investigations	
46	Diagnostic consultations, X-rays, ultrasound, EEG, ECG and computerized, Tomography, MRI scans	
47	Prescribed drugs/ medicines;	
48	Dental and optical services	
49	Physiotherapy	
50	Prenatal/antenatal and post-natal care to six weeks post delivery	
51	Immunization	

Part 3: Section 6 Statement of Requirements

52	Chronic & recurring conditions	
53	Counseling services (Psychologist, Psychiatrist and Psychiatric treatment, etc.)	
54	Health Education (Wellness programmes	
55	HIV/AIDS cover (voluntary counseling and testing and other related treatment	
56	Chiropractor upon referral & approval	
57	Annual routine checkup and medical examination including among others pap smear, mammography and prostate checks for members and dependants	
58	Travel vaccine e.g Yellow fever etc... (for employees only)	
59	Family planning services including: contraceptives, IUDS and Norplant	
60	External appliances, Varicose vein stockings etc...	
	Other Benefits	
61	Funeral Emergency	
62	Road & Air evacuation expenses cover	
63	Where a member is referred for further medical attention outside his/her country workstation, all medical costs including transport and living expenses of beneficiaries and assistant shall be met by the Insurance service provider.	
64	Medical Benefits Limits as per 3.4	

Part 3: Section 6 Statement of Requirements

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

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

A General Provisions

1 Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
 - (b) “Contract Documents” means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (c) “Contract Price” means the sum stated in the Agreement representing the total amount payable for the provision of the Services.
 - (d) “Day” means working day. “Month” means calendar month.
 - (e) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Party” means EAC CASSOA or the Provider, as the case may be, and “Parties” means both of them.
 - (h) “Personnel” means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
 - (i) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by EAC CASSOA and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
 - (j) “SCC” means the Special Conditions of Contract.
 - (k) “Services” means the services to be performed by the Provider as described in the contract.
 - (l) “Subcontractor” means any natural person, private or government EAC CASSOA, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.
- 1.3 If the context so requires it, singular means plural and vice versa.

Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

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

2 Corrupt Practices

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

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded an EAC CASSOA funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any contract irrespective of the funding source.

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

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

B The Contract

3 Contract Documents

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Provider's Bid as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Statement of Requirements,

Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

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

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

- 3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by EAC CASSOA or the Provider may be taken or executed by the authorised representatives specified in the SCC.
- 3.5 The Contract constitutes the entire agreement between EAC CASSOA and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4 Governing Law

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

5 Language

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

6 Notices

- 6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

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

8 Subcontracting

- 8.1 The Provider shall request approval in writing from EAC CASSOA of all sub-contracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.
- 8.2 Sub-contracts shall comply with the provisions of GCC Clauses 2 and 27.

Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

9 Change Orders and Contract Amendments

- 9.1 EAC CASSOA may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of EAC CASSOA's change order.
- 13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

10 Change in Laws

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

11 Taxes and Duties

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

12 Force Majeure

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

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General Conditions of Contract for the Procurement of Non-Consultancy Services

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

12.2 Force Majeure shall not include

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
- (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations; nor
- (c) insufficiency of funds or failure to make any payment required hereunder.

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

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

- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
- (b) minimise the consequences of any event of Force Majeure.

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

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

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

13 Suspension of Assignment

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

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

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

14 Termination

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

- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
- (b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to EAC CASSOA;
- (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
- (d) the Provider submits to EAC CASSOA a statement which has a material effect on the rights, obligations or interests of EAC CASSOA and which EAC CASSOA knows to be false;
- (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
- (f) EAC CASSOA, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
- (g) the Provider, in the judgment of EAC CASSOA, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
- (h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

- (a) EAC CASSOA, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for EAC CASSOA's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by EAC CASSOA at the Contract terms and prices. For the remains supplies, EAC CASSOA may elect:

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- (i) to have any portion completed and delivered at the Contract terms and Prices: and/or
 - (ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.
- 14.3 The Provider may, by not less than thirty days written notice to EAC CASSOA, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:
 - (a) EAC CASSOA fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;
 - (b) EAC CASSOA is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by EAC CASSOA of the Provider's notice specifying such breach;
 - (c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (d) EAC CASSOA fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Services

- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:
 - (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - (d) any right which a Party may have under the Governing Laws.

16 Cessation of Services

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

17 Settlement of Disputes

- 17.1 EAC CASSOA and the Provider shall make every effort to resolve amicably by direct

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informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.

- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with The Arbitration Act of Uganda or such other formal mechanism specified in the SCC.

18 Liquidated Damages

- 18.1 If so stated in the SCC, the Provider shall pay liquidated damages to EAC CASSOA at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. EAC CASSOA may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.
- 18.2 If the Completion Date is extended after liquidated damages have been paid, EAC CASSOA shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

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

20 Completion Period and Completion of the Services

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

C Obligations of EAC CASSOA

21 Provision of Information and Assistance

- 21.1 EAC CASSOA shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to EAC CASSOA at the end of the period of the Contract.
- 21.2 EAC CASSOA shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 EAC CASSOA shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the

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Contract.

D Payment

22 Contract Price

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

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

24 General Payment Procedure

- 24.1 In consideration of the Services performed by the Provider under the Contract, EAC CASSOA shall make to the Provider such payments in such manner as is provided by the Contract.
- 24.2 Payments made by EAC CASSOA shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to EAC CASSOA in writing by production of an invoice supported by the documentation required and as specified in the SCC.
- 24.3 Unless otherwise specified in the SCC, payments shall be made by EAC CASSOA, no later than thirty days after submission of a request for payment by the Provider and its certification by EAC CASSOA. EAC CASSOA shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, EAC CASSOA shall promptly advise the Provider of the reasons for rejection.
- 24.4 EAC CASSOA shall not unreasonably withhold any undisputed portion of a request for payment. EAC CASSOA shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, EAC CASSOA may add or subtract the difference from any subsequent payments.
- 24.5 Any amount which EAC CASSOA has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to EAC CASSOA within thirty days after receipt by the

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Provider of a notice thereof. Any such claim by EAC CASSOA for reimbursement must be made within twelve months after receipt by EAC CASSOA of a final statement approved by EAC CASSOA.

25 Advance Payment Guarantee

- 25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.
- 25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by EAC CASSOA from future payments due to the Provider under the contract.
- 25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

E Obligations of the Provider

26 Obligations of the Provider

- 26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify EAC CASSOA against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- 26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of EAC CASSOA in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard EAC CASSOA's legitimate interests, pursuant to Conditions of this Contract
- 26.4 The Provider shall obtain EAC CASSOA's prior approval in writing before taking any of the following actions:
 - a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish EAC CASSOA with any personnel data or information required by EAC CASSOA to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

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General Conditions of Contract for the Procurement of Non-Consultancy Services

- 27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

28 Code of Conduct

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

29 Indemnification

- 29.1 At its own expense, the Provider shall indemnify, protect and defend, EAC CASSOA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
- 29.2 At its own expense, the Provider shall indemnify, protect and defend EAC CASSOA, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:
- (a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the EAC CASSOA becomes aware of them;
 - (b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;
 - (c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 29.3 The aggregate liability of the Provider to the EAC CASSOA shall not exceed the total contract value or such other amount specified in the SCC.
- 29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) EAC CASSOA omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
 - b) the improper execution of the Provider's instructions by agents, employees or

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independent contractors of EAC CASSOA.

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

30 Insurance to be Taken Out by the Provider

- 30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by EAC CASSOA as shall be specified in the SCC.
- 29.2 The Provider shall at EAC CASSOA's request, provide evidence to EAC CASSOA showing that such insurance has been taken out and maintained.

31 Accounting, Inspection and Auditing

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

F Performance of the Services

32 Scope of Services

- 32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

33 Provider's Personnel

- 33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.
- 33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to EAC CASSOA, takes charge of the performance of the Services.

34 Working hours of the Personnel

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

35 Replacement of Personnel

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

36 Performance Security

- 36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract

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General Conditions of Contract for the Procurement of Non-Consultancy Services

in the amount and currency specified in the SCC or in a freely convertible currency acceptable to EAC CASSOA.

- 36.2 The proceeds of the Performance Security shall be payable to EAC CASSOA as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.
- 36.3 The Performance Security shall be in one of the forms stipulated by EAC CASSOA in the SCC, or in another form acceptable to EAC CASSOA.
- 36.4 The Performance Security shall be discharged by EAC CASSOA and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, unless specified otherwise in the SCC.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is:
GCC 1.2(e)	Eligible Countries: The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.1(f)	The other documents forming part of the Contract are: Minutes of Negotiations where negotiations are conducted.
GCC 3.4	<p>Authorised Representatives: The Authorised Representatives are: For EAC CASSOA: The Executive Director</p> <p>For the Provider:</p>
GCC 4.1	Law: The Governing Law shall be the Laws of Uganda.
GCC 5.1	Language: The language of the contract shall be English.
GCC 6.1	<p>For notices, EAC CASSOA's address shall be: Attention: Executive Director Street Address: Plot 41/43 circular road</p> <p>Floor/Room number: Administration Block Town/City: Entebbe PO Box: 873 Country: Uganda Telephone: 256 414 352000 Facsimile number: 256 312 352 000 Email address: procurement@cassoa.org</p> <p>For notices, the Provider's address shall be: Attention: Street Address: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:</p>

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 17.2	Dispute settlement: The Dispute settlement shall be The Arbitration Act of Uganda.
GCC 18.1	Liquidated Damages shall not apply. The liquidated damage shall be: _____ % per week The maximum amount of liquidated damages shall be: _____
GCC 19.1	Commencement: The Period within which Services shall have commenced following the date of the Agreement is: 1st October 2019
GCC 20.1	Completion: The Services shall be completed by/shall be performed for a period of: One (1) year renewable subject to satisfactory performance
GCC 22.2	Excluded costs: The following costs are excluded from the Contract Price:
GCC 22.3	Payment Schedule: The payment schedule shall be: Monthly / Quarterly / Annually depending on the nature of service and as per Terms of Reference.
GCC 24.2	Documentation for Payment: The following documentation shall be required to support invoices requesting payments: Invoice and Signed worksheet / Confirmation of received services by EAC CASSOA's contract manager of the specific service.
GCC 24.3	Payment Period: Payment shall be made by EAC CASSOA within 45 days of receipt of the invoice and the relevant documents specified in Clause 24.2.
GCC 25.1	An Advancement Payment Guarantee shall not be required. The amount of the Advance Payment Guarantee shall be:..... The period of validity of the Advance Payment Guarantee shall be:.....
GCC 26.4(b)	EAC CASSOA's prior approval: EAC CASSOA's prior approval is also required for: subcontracting
GCC 29.3	Total Liability: The total liability under the Contract shall be equal to or less than the total Contract Value.
GCC 30.1	Insurance taken out by Provider: N/A
GCC 34.1	Working hours: The working hours for the Provider shall be: As per TORs
GCC 36.1	Performance Security: A Performance Security _____ be required. The amount and currency of the Performance Security is: NOT APPLICABLE
GCC 36.3	Form of Performance Security: The forms of acceptable Performance

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	Security are: NOT APPLICABLE
GCC 36.4	Discharge of Performance Security: The Performance Security shall be discharged: NOT APPLICABLE

Section 9. Contract Forms

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Part 3: Section 9: Contract Form

Agreement

Procurement Reference No: _____

This Agreement is made the ____ day of the month of _____, _____,

between _____ of

(hereinafter called the “EAC CASSOA”) and _____

of _____ (hereinafter called the “Provider”).

WHEREAS

- (a) EAC CASSOA has requested the Provider to provide certain services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Provider having represented to EAC CASSOA that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (EAC CASSOA)

Name: _____ Authorised Representative

Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Authorised Representative

Position: _____

Part 3: Section 9: Contract Form

In the presence of:

Name: _____ Position: _____

Appendices

Performance Security

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

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

To: **EAC CASSOA**

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

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

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

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

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

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

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

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

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

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

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