OPEN TENDER

SUPPLY AND DELIVERY OF LAPTOP AND PRINTER

Procurement Number: PC/138/23

October 2023

Invitation for Bids

Supply and delivery of laptops and printers

Procurement Number: PC/138/23

CECOE has been carrying out projects aimed at strengthening its institutional capacity and that of its members. Under this project, CECOE is providing capacity-building support to 4 members of CSOs in the Tigray region, with financial support from the Irish Embassy.

CECOE now invites eligible bidders to supply and deliver laptop and printer equipment. The equipment is categorized into two lots.

|  |  |  |  |
| --- | --- | --- | --- |
| LOT | Description | Measurement | Qty |
| LOT 1. | Laptop computer | Pcs | 8 |
| LOT 2. | Printer | Pcs | 4 |

Bidders can bid for LOT/LOTS of their preference

Bidders are required to furnish the following:

* Valid registration documents
* Duly signed bid form in the format of the bid document available at

The deadline for submission of bids is 10 November 2023 at 2:00 PM(8:00 local time)

Sealed bids will be opened on 10 November 2023 at 2:20 PM (8:20 local time) in the presence of bidders or bidders’ representatives who choose to attend, at the address below.

Both technical and financial offers should be in the envelope. Late bids will be rejected and returned unopened to bidders.

**Clarifications should be addressed to:**

Tel.:+251 11 811 1455

Email: info@cecoe.org

**The address for the submission of bids is:**

Sidist Kilo, Angola Street,

International Leadership Institute Bld., 2nd floor

Addis Ababa, Ethiopia

# **PART 1 – Bidding Procedures**

## **Section I - Instructions to Bidders**

**1.1 Scope of Work**

The scope of work includes the supply and delivery of the following items:

* **Laptop computers: 8 units**
  + Core: Intel i7 or i5 (8th Generation or higher)
  + RAM: 8 GB
  + Clock Speed: Minimum 2.5 GHz
  + Hard Disk: SSD preferred
  + Disk Size: Minimum 256 GB with SSD or 1 TB with HDD
  + Screen Size: 13" - 14.5"
  + Built-in Wi-Fi
* **Printers: 4 units**
  + Printing Speed: 8 - 15 pages per minute
  + Functionality: Copy and Scan
  + Print Resolution: Up to 1200 dpi
  + Color Capability: Black and White
  + Two-Sided Printing

**1.2 Eligible Bidders**

The bidding is open to all qualified suppliers who meet the following requirements:

* The supplier must be registered and licensed to do business in Ethiopia.
* The supplier must have a proven track record of supplying computers and printers

**1.3 Clarification and Amendment of Bidding Documents**

Bidders may request clarification of the bidding documents from CECOE in writing. CECOE will issue an addendum to all bidders if any changes are made to the bidding documents.

**1.4 Language of Bid**

The bid must be submitted in English.

**1.5 Format and Submission of Bids**

Bids must be submitted in two wax-sealed envelopes, one containing the technical bid and the other containing the financial bid. The technical bid must include the following information:

* Company profile
* Experience in supplying computers and printers
* Proposed technical specifications for the computers and printers
* Proposed delivery schedule

The financial bid must include the following information:

* Total bid price
* Unit price for each item
* Payment terms

Bids must be submitted to the following address:

Sidist Kilo, Angola Street,

International Leadership Institute Bld., 2nd floor

Addis Ababa, Ethiopia

**1.6 Deadline for Submission of Bids**

10 November 2023 at 2:00 PM(8:00 local time)

**1.7 Late Bids**

Late bids will not be accepted.

**1.8 Modification and Withdrawal of Bids**

Bids may be modified or withdrawn before the deadline for submission of bids. Modifications or withdrawals must be submitted in writing to CECOE.

**1.9 Opening and Evaluation of Bids**

Bids will be opened in the presence of bidders or bidders’ representatives who choose to attend and are evaluated by a committee appointed by CECOE. The committee will evaluate the bids based on the following criteria:

* Technical competence
* Price
* Delivery Schedule

**1.10 Clarification of Bids**

CECOE may request clarification of any bid before awarding the contract.

**1.11 Evaluation Criteria**

CECOE will award the contract to the bidder who submits the bid that best meets the criteria listed in Section 1.9.

**1.12 Award of Contract**

CECOE will notify the successful bidder in writing. The successful bidder must then sign a contract with CECOE.

**1.13 Notification of Award**

CECOE will notify the unsuccessful bidders in writing/email

**1.14 Contract Signing**

The successful bidder must sign a contract with CECOE within 10 days of receiving the notification of the award.

**1.15 Effective Date of Contract**

The contract will become effective on the date of signing by both parties.

**1.16 Confidentiality**

All information contained in the bidding documents and the bids is confidential. Bidders must not disclose any of this information to any third party without the prior written consent of CECOE.

**1.17 Taxes and Duties**

All taxes and duties will be borne by the successful bidder.

**1.18 Contract Price**

The contract price will be fixed and firm.

**1.19 Payment Terms**

Payment will be made as follows:

* 100% upon delivery and acceptance of the goods

**1.20 Termination for Convenience**

CECOE may terminate the contract for convenience at any time by giving 30 days written notice to the successful bidder.

**1.21 Dispute Resolution**

In the event of any dispute or claim arising out of or in connection with the contract, the parties shall attempt to resolve the matter amicably through negotiations. If a resolution cannot be reached, the dispute shall be referred to arbitration in accordance with the laws of Ethiopia.

**1.22 Governing Law and Jurisdiction**

This contract will be governed by and construed in accordance with the laws of Ethiopia. The courts of Ethiopia will have exclusive jurisdiction over any dispute arising out of this contract.

**1.23 Taxes and Duties**

All taxes and duties will be borne by the successful bidder.

# 

## **Section II - Bid Data Sheet (BDS)**

|  |  |
| --- | --- |
| **Instructions for Bidder(ITB)** | **Data relevant to ITB** |
| **General Information** | |
| **ITB 1.1** | Name of client: **The Coalition of Ethiopian Civil Society Organizations for Elections (CECOE)** |
| **ITB 1.2** | Name of project: **Strengthening the Institutional Capacity of CECOE and its members** |
| **ITB 1.3** | Procurement Number: **PC/138/23** |
| **ITB 1.4** | Bid submission deadline: **10 November 2023 at 2:00 PM(8:00 local time)** |
| **ITB 1.5** | Bid opening date: **10 November 2023 at 2:20 PM (8:20 local time)** |
| **ITB 1.6** | Address for bid submission: **Sidist Kilo, Angola Street, International Leadership Institute Bld., 2nd floor, Addis Ababa, Ethiopia** |
| **ITB 1.7** | Bid security: **Not applicable** |
| **ITB 1.8** | Currency of Bid: **Ethiopian Birr** |
| **Required Documents that must be submitted to Establish the Qualification of Bidders** | |
| **ITB 1.9** | * Commercial Registration * Trade License * Tax Identification Number (TIN) Certificate * Value Added Tax (VAT) Certificat * Tax clearance of last year * Duly signed Bid Submission Form (Form A); * Duly signed Price Schedule Form (Form F); * Delivery Schedule; |
| **Eligibility and Qualification Information Form** | |
| **ITB 1.10** | The Eligibility and Qualification Information Form must include the following information:   * Legal Status: Form B: Bidder Information Form * Previous Experience/ Financial Standing: Form D: Qualification Form * Technical Evaluation: Form E: Technical Bid Form |

## Section III - Evaluation and Qualification Criteria

**3.1 Evaluation Criteria**

CECOE will evaluate the bids based on the following criteria:

* Technical competence (60%)
* Price (30%)
* Delivery schedule (10%)

**3.2 Qualification Criteria**

All bidders must meet the following qualification criteria:

* The bidder must be registered and licensed to do business in Ethiopia.
* The bidder must have a proven track record of supplying computers and printers
* The bidder must have the financial capacity to meet the contract requirements.

**3.3 Technical Evaluation**

The technical evaluation will assess the bidder's proposed technical specifications for the computers and printers, as well as the bidder's proposed delivery schedule.

**3.4 Financial Evaluation**

The financial evaluation will assess the bidder's bid price.

**Evaluation Process**

CECOE will evaluate the bids in two stages:

* Stage 1: Technical Evaluation
* Stage 2: Financial Evaluation

Only bidders who pass the technical evaluation will be considered for the financial evaluation. The bidder with the highest score in the financial evaluation will be awarded the contract.

**Stage 1: Technical Evaluation**

The technical evaluation will be based on the following criteria:

* Proposed technical specifications for the computers and printers (50%)
* Proposed delivery schedule (50%)

A committee of technical experts will evaluate the bidder's proposed technical specifications. The committee will assess the specifications to ensure that they meet the requirements of CECOE.

The bidder's proposed delivery schedule will be evaluated by the CECOE procurement team. The team will assess the schedule to ensure that it is realistic and achievable.

**Stage 2: Financial Evaluation**

The financial evaluation will be based on the bidder's bid price. The bidder with the lowest bid price will be awarded the highest score.

**Overall Evaluation**

The overall evaluation will be based on the following formula:

Overall Score = (Technical Score \* 60%) + (Financial Score \* 30%) + (Delivery Schedule Score \* 10%)

The bidder with the highest overall score will be awarded the contract.

## 

## **Section IV - Bidding Forms**

### **Form A: Bid Submission Form**

|  |  |
| --- | --- |
| Date: | [Insert Date] |
| Name of Bidder: | [Insert Name of Bidder] |
| Procurement Number: | [Insert Procurement Number] |

We, the undersigned, offer to supply and deliver laptops and printers per your Invitation to Bid No. [Insert ITB Reference Number]. We hereby submit our Bid and declare that our firm, its affiliates or subsidiaries, or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

* Is not under procurement prohibition by the European Union Sanctions Lists;
* Has not been suspended, debarred, sanctioned, or otherwise identified as ineligible by any other international organization;
* Does not employ, or anticipate employing, any person(s) who is, or has been a CECOE staff member within the last year; and
* Undertakes not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the CECOE or any other party, and to conduct business in a manner that averts any financial, operational, reputational, or another undue risk to the CECOE.

We declare that all the information and statements made in this Bid are true and accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification.

We offer to supply and deliver laptops and printers in conformity with the Bidding documents, including the CECOE General Conditions of Contract, and per the Schedule of Requirements and Technical Specifications.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should CECOE accept this Bid.

Name: [Insert Name of Bidder]

Title: [Insert Title]

Date: [Insert Date]

Signature: [Insert Signature]

*[Stamp with the official stamp of the Bidder]*

### **Form B: Bidder Information Form**

|  |  |
| --- | --- |
| Legal name of Bidder | [*Complete*] |
| Legal address | [*Complete*] |
| Year of registration | [*Complete*] |
| Bidder’s Authorized Representative Information | Name and Title: [*Complete*]  Telephone numbers: [*Complete*]  Email: [*Complete*] |
| Please attach the following documents: | * Company Profile, which should not exceed fifteen (15) pages, * Commercial Registration * Trade License * Tax Identification Number (TIN) Certificate * Value Added Tax (VAT) Certificat * Tax clearance of last year * Power of Attorney. |

### **Form C: Joint Venture/Consortium/Association Information Form**

|  |  |
| --- | --- |
| Date: | [Insert Date] |
| Name of Bidder: | [Insert Name of Bidder] |
| Procurement Number: | [Insert Procurement Number] |

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/ Consortium/Association

|  |  |  |
| --- | --- | --- |
| No | Name of Partner and contact information (*address, telephone numbers, fax numbers, e-mail address*) | The proposed proportion of responsibilities (in %) and type of goods and/or services to be performed |
| 1 | [*Complete*] | [*Complete*] |
| 2 | [*Complete*] | [*Complete*] |
| 3 | [*Complete*] | [*Complete*] |

|  |  |
| --- | --- |
| Name of leading partner (*with authority to bind the JV, Consortium, or Association during the ITB process and, in the event a Contract is awarded, during contract execution*) | [*Complete*] |

We have attached a copy of the below-referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture OR ☐ JV/Consortium/Association Agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to CECOEfor the fulfillment of the provisions of the

Contract. Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_ Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract. Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **Form D: Eligibility and Qualification Form**

|  |  |
| --- | --- |
| Date: | [Insert Date] |
| Name of Bidder: | [Insert Name of Bidder] |
| Procurement Number: | [Insert Procurement Number] |

**Previous Relevant Experience**

Please list only previous similar assignments completed in the last 3 years with a cumulative value of at least 400,000 ETB that have been successfully and substantially completed.

|  |  |  |  |
| --- | --- | --- | --- |
| Project name | Client & Reference Contact Details | Contract Value | Period of activity and status |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

☐ Attached are the Statements of Satisfactory Performance from the top (three) Clients or more.

**Financial Standing**

Minimum average annual turnover of 400,000 ETB, within the last 3 consecutive years

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information (Birr)** | **Historic information for the last 3 years** | | |
|  | **Year 1** | **Year 2** | **Year 3** |
| *Information from Balance Sheet* | | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| *Information from Income Statement* | | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio |  |  |  |

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
2. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

### **Form E: Format of Technical Bid**

|  |  |
| --- | --- |
| Date: | [Insert Date] |
| Name of Bidder: | [Insert Name of Bidder] |
| Procurement Number: | [Insert Procurement Number] |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Goods and services to be Supplied and Technical Specifications | Your response | | | |
| Compliance with technical specifications | | Delivery Date  (*indicate your delivery date*) | Comments |
| Yes, we comply | No, we cannot comply (*indicate discrepancies*) |  |
| **Laptop computers: 8 units**   * Core: Intel i7 or i5 (8th Generation or higher) * RAM: 8 GB * Clock Speed: Minimum 2.5 GHz * Hard Disk: SSD preferred * Disk Size: Minimum 256 GB with SSD or 1 TB with HDD * Screen Size: 13" - 14.5" * Built-in Wi-Fi |  |  |  |  |
| **Printers: 4 units**   * Printing Speed: 8 - 15 pages per minute * Functionality: Copy and Scan * Print Resolution: Up to 1200 dpi * Color Capability: Black and White * Two-Sided Printing |  |  |  |  |

### **FORM F: Price Schedule Form**

|  |  |
| --- | --- |
| Date: | [Insert Date] |
| Name of Bidder: | [Insert Name of Bidder] |
| Procurement Number: | [Insert Procurement Number] |

the Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all supply and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

**Price Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item # | Description | UOM | Quantity | Unit Price | Total Price |
| 1 | Laptop computers | pcs | 8 |  |  |
| 2 | Printers | pcs | 4 |  |  |
|  |  |  |  |  |  |
| Subtotal | | | | |  |
| Vat(15%) | | | | |  |
| GRAND TOTAL | | | | |  |

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorized signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Functional Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Section V - Fraud and Corruption**

**5.1 Anti-Fraud and Corruption Measures**

CECOE is committed to preventing and combating fraud and corruption in its procurement process. CECOE has implemented the following anti-fraud and corruption measures:

* CECOE has a whistleblowing policy that allows employees to report suspected fraud and corruption without fear of retaliation.
* CECOE has a procurement manual that includes procedures for preventing and detecting fraud and corruption.

**5.2 Reporting Fraud and Corruption**

Any person who suspects or witnesses fraud or corruption in the CECOE procurement process is encouraged to report it immediately to the CECOE. Reports can be made anonymously or confidentially.

CECOE will investigate all reports of fraud and corruption promptly and thoroughly. If any employee of CECOE is found to have engaged in fraud or corruption, they will be subject to disciplinary action, up to and including termination of employment.

CECOE also reserves the right to blacklist any bidder who is found to have engaged in fraud or corruption.

# **PART 2 – Contract**

## **Section VI - General Conditions of Contract**

**6.1 Definitions**

For this contract, the following terms shall have the following meanings:

* "Contract" means this contract, including all of its annexes and attachments.
* "Supplier" means the company or individual that is contracted to supply the goods and services to CECOE.
* "CECOE" means the Coalition of Ethiopian Civil Society Organizations for Elections.
* "Goods" means the laptop computers and printers that are to be supplied to CECOE.
* "Services" means any services that are to be provided by the supplier to CECOE, such as delivery and installation of the goods, etc.

**6.2 Scope of Work**

The supplier shall supply and deliver to CECOE the goods and services in accordance with the terms and conditions of this contract.

**6.3 Time for Completion**

The supplier shall complete the delivery of the goods within a maximum of 30 days of signing the contract.

**6.4 Contract Price**

The total contract price for the supply and delivery of the goods and services is [insert contract price].

**6.5 Payment Terms**

CECOE shall pay the supplier the contract price 100% upon delivery and acceptance of the goods

**6.6 Performance Security**

Not applicable

**6.7 Delays and Extensions of Time**

If the supplier fails to complete the delivery of the goods on time, CECOE may assess liquidated damages against the supplier in the amount of [insert liquidated damages amount] for each day of delay.

**6.8 Liquidated Damages**

Not applicable

**6.9 Termination for Default**

CECOE may terminate the contract for default if the supplier fails to meet any of its obligations under the contract.

**6.10 Suspension of Work**

CECOE may suspend the work under the contract at any time by giving written notice to the supplier.

**6.11 Force Majeure**

Neither party shall be liable for any failure to perform its obligations under the contract if such failure is caused by a force majeure event. A force majeure event is an event that is beyond the control of the party and that could not have been reasonably foreseen or prevented.

**6.12 Termination for Convenience**

CECOE may terminate the contract for convenience at any time by giving written notice to the supplier.

**6.13 Intellectual Property**

All intellectual property rights in the goods and services supplied under the contract shall belong to CECOE.

**6.14 Confidentiality**

All information that is exchanged between the parties under the contract is confidential and shall not be disclosed to any third party without the prior written consent of the other party.

**6.15 Dispute Resolution**

In the event of any dispute or claim arising out of or in connection with the contract, the parties shall attempt to resolve the matter amicably through negotiations. If a resolution cannot be reached, the dispute shall be referred to arbitration in accordance with the laws of Ethiopia.

**6.16 Governing Law and Jurisdiction**

This contract shall be governed by and construed in accordance with the laws of Ethiopia. The courts of Ethiopia shall have exclusive jurisdiction over any dispute arising out of this contract.

**6.17 Notices**

All notices and other communications under this contract shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day or an email, addressed as follows:

If to CECOE:

The Coalition of Ethiopian Civil Society Organizations for Elections: Sidist Kilo, Angola Street, International Leadership Institute Bld., 2nd floor, Addis Ababa, Ethiopia

Email: info@cecoe.org

If to the supplier:

[Insert supplier's name and address]

**6.18 Amendments and Modifications**

No amendment or modification of this contract shall be valid or binding unless in writing and signed by both parties.

**6.19 Entire Agreement**

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**6.20 Assignment**

The supplier shall not assign or transfer this contract or any of its rights

**6.21 Severability**

If any provision of this contract is held to be invalid or unenforceable, such provision shall be struck from the contract and the remaining provisions shall remain in full force and effect.

**6.22 Waiver**

No waiver of any provision of this contract shall be effective unless in writing and signed by both parties.

**6.23 Currency**

All payments under this contract shall be made in Ethiopian birr (ETB).

**6.24 Taxes and Duties**

The supplier shall be responsible for all taxes and duties payable in connection with the supply of the goods and services under the contract.

**6.25 Insurance**

Not applicable

**6.26 Compliance with Laws**

The supplier shall comply with all applicable laws and regulations in the performance of its obligations under the contract.

**6.27 Conflict of Interest**

The supplier shall disclose to CECOE any actual or potential conflict of interest that may arise in connection with the performance of its obligations under the contract.

**6.28 Records and Audits**

The supplier shall maintain accurate and complete records of all costs and expenses incurred in the performance of its obligations under the contract. CECOE shall have the right to audit these records at any time during the contract period and for a period of one years after the termination of the contract.

**6.29 Performance Evaluation**

CECOE may conduct performance evaluations of the supplier at any time during the contract period. The supplier shall cooperate fully with any such evaluations.

**6.30 Limitation of Liability**

The supplier's liability to CECOE for any losses, damages, costs, and expenses arising out of or in connection with this contract shall be limited to the amount of the contract price.

## **Section VII - Contract Forms**

Procurement Number: PC/138/23

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_ between **The Coalition of Ethiopian Civil Society Organizations for Elections (CECOE),** and where applicable, charity number 4748, with principal address Sidist Kilo, Angola Street, International Leadership Institute Building, 2nd floor, office No. 209-211, hereafter called “**CECOE”** of the one part

and

[name of Supplier] of [adress] (hereinafter called "the Supplier") of the other part:

WHEREAS the CECOE invited bids for the supply of goods, namely computers and printers, and has accepted a bid by the Supplier for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the listed order of precedence, viz.:

(a) Agreement

(b) General Conditions of Contract;

(c) Technical Specifications;

(d) Bid Form and the Price Schedule submitted by the Bidder;

3. In consideration of the payments to be made by the CECOE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the CECOE to provide the goods (computers and printers) and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. CECOE hereby covenants to pay the Supplier, in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[CECOE Representative]

[Date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Supplier Representative]

[Date]