



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE AND PLANNING
PUBLIC PROCUREMENT REGULATORY AUTHORITY



Standard Tendering Documents

for

Procurement of General Goods

National and International Competitive Tendering

Public Procurement Regulatory Authority
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TANZANIA

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PREFACE

Procurement of goods under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

This Standard Tendering Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of the Attorney General (OAG) and other professional bodies, for use by Procuring Entities (PEs) in the procurement of goods through National, International Competitive Tendering (NCT & ICT) and other procedures as appropriate.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

To obtain further information on procurement under public financed projects, contact:

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List of Abbreviations

Cap	Chapter
FY	Financial Year
GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet
TANePS	Tanzania National e-Procurement System

Guidance Notes on the Use of this Standard Tender Document

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist Procuring Entities (PEs) and Tenderers to understand the content and the provisions of the Standard Tender Document for Procurement of Goods under both National, International Competitive methods and other procedures as appropriate. The PE should also refer to the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

This STD applies when a pre-qualification process has or has not taken place. This document shall be used when a PE wishes to select a supplier for supply of goods which requires no installation. For goods that require installation, PEs are advised to use appropriate STD issued by PPRA.

This STD can be used with competitive procurement methods in which the PEs budget is not disclosed to Tenderers as well as in situations when PE's budget is disclosed to Tenderers under national, international and restricted competitive tendering on fixed budget procurement method.

The revised STD for Procurement of Goods differs with the structure of the old document in the sense that, the revised document has a dedicated section (Section IV) for the Qualification and Evaluation criteria which is no longer included in the Tender Data Sheet. The forms have also been separated into Tendering Forms (Section V) and Contract Forms (Section X) to avoid confusion as to whom (the PE or the Supplier) should complete which forms.

The STD is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Tanzania. The STD is divided into three parts and has ten (10) sections, of which Section II- Instruction to Tenders and Section VIII-General Conditions of Contract - must not be altered or modified under any circumstances.

The way in which a PE addresses its specific needs is through the information provided under Section III – Tender Data Sheet and Section IX-Special Conditions of Contract as well as in the detailed requirements of the procurement under Section VII- Schedule of Requirements.

When properly completed, this STD will provide all the information that a Tenderer needs in order to prepare and submit a tender. This should provide a sound basis on which a PE can fairly, transparently and accurately carry out an evaluation process on the Tenders submitted by the Tenderers.

Parts and Sections of the STD and how a PE should use them when preparing a particular tender document for supply of Goods are described hereunder;

PART 1 – TENDERING PROCEDURES

Section I. Invitation for Tender

This section provides relevant information that enables potential tenderers to decide whether or not to participate in the tendering process. The Invitation for Tenders (IFT) shall include, specific details such as the name of the PE, scope of service to be provided and deadline for tender submission. Likewise, information on how the tendering documents are to be obtained by prospective tenderers and the minimum level of experience required by tenderers to be eligible should be furnished in the IFT. The final document should contain neither blank spaces nor

options. The Invitation for tenders will cease to have effect once a Prospective Tenderer has accessed the tendering document.

Section II Instructions to Tenderers (ITT)

This Section provides information to help tenderers to prepare responsive tenders. It provides information on content of the tender document, preparation and submission of tenders, opening and evaluation of tenders, the award of contract and on submitting complaints regarding the tender process. **The Section contains provisions that are to be used without modification.** The Instructions to Tenderers will not be part of the Contract and will cease to have effect once the Contract is signed.

Section III. Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section II (Instructions to Tenderers). Amendments, if any, to the **ITT** should be made through the TDS. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the TDS should be filled out by the PE prior to issuance of the tendering documents. **No entry should be made in the TDS if it is not cross referenced in the ITT.**

Section IV. Qualifications and Evaluation Criteria

This Section specifies the criteria to be used in the evaluation of tenders to determine the lowest evaluated tender and the qualifications of the Tenderer to perform the contract.

Section V. Tendering Forms

This Section include the forms for the tender submission, Price Schedules, Tender Security/Securing Declaration, and the Manufacturer's Authorization to be completed and submitted by the Tenderer as part of its tender. This section also contains the undertaking to be made by each Tenderer on anti-bribery policy/code of conduct and compliance programme.

Section VI. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – PROCURING ENTITY'S REQUIREMENTS

Section VII. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied to all contracts. The General Conditions of Contract (GCC) form a complete document expressing all the rights and obligations of the

parties during the execution of the contract. **The text of the clauses in this Section shall not be modified.**

Section IX. Special Conditions of Contract (SCC)

This Section contains information specific to each contract that modify or supplement Section VIII – General Conditions of Contract. All italicized spaces in the SCC should be filled out by the PE prior to issuance of the tendering document. **No entry should be made in the SCC if it is not cross referenced in the GCC.**

Section X. Contract Forms

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS

[Insert Name of Procuring Entity]

[Insert Logo]

Tender No.

for

[Insert title or brief description of the goods]

Invitation for Tenders

Date:

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in Tanzania National Electronic Procurement System (TANePS) dated **[insert dates of notice]**.
2. The Government of Tanzania has set aside funds for the operation of the **[insert the name of the PE]** during the financial year **[insert the year under financing]**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **[insert the name of the contract]**
or
The **[insert name of PE]** has received/has applied for/intends to apply for a **[loan/credit/grant]** from the **[name of financing institution]** towards the cost of **[insert name of project]**, and it intends to apply part of the proceeds of this **[loan/credit/grant]** to cover eligible payments under the contract for **[insert name of the contract]**.
3. The **[Insert the name of the PE]** now invites tenders from eligible **[insert 'National' if exclusive preference is applicable]** Suppliers of **[insert brief description of the goods to be procured]**

Or if prequalification has been conducted use the version below.

The **[insert name of the PE]** now invites tenders from prequalified eligible Tenderers for supply of **[insert brief description of the goods and services to be procured]**

4. Tendering will be conducted through the **[insert method of procurement]** method specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 as amended in 2016, and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the tendering document through TANePS. A complete set of tendering document(s) in **[insert language of the tender documents]** may be accessed through TANePS.
6. Tenderers are required to register on the TANePS and pay tender participation fee indicated in the TANePS to be able to participate in this tendering process.

7. All tenders must be accompanied by a Tender Security [***if Tender Security is required***] in an acceptable form in the amount of [***insert the amount in local currency***] or freely convertible currencies in case of foreign Tenderers.
or
All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.
8. All tenders must be properly filled in and submitted through TANePS at or before [***insert time and date***]. Tenders will be opened promptly thereafter through TANePS. Tender opening details will be available to the public through TANePS.
9. Tenders not received through TANePS shall not be accepted for evaluation irrespective of the circumstances.

[Insert the title of the Accounting Officer and address of the PE]

SECTION II: INSTRUCTION TO TENDERERS (ITT)

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A. INTRODUCTION

1.	Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites tenders for the supply of Goods as specified in the TDS and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the TDS . The duration of the Contract shall be as specified in the TDS .
		1.2	Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in Instructions to ITT 3 [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in General Condition of Contract (GCC)
2.	Source of Funds	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the TDS . or The Government of Tanzania through the PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the project, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the TDS .
		2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request by the PE to so pay) for each order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3.	Eligible Tenderers	3.1	The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the TDS . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA).
		3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is

			awarded the Contract, during contract execution. Unless specified in the TDS , there is no limit on the number of members in a JVCA.
		3.3	The appointment of Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
		3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
		3.5	Any tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
		3.6.	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender, the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract.
		3.7	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tender; or e) 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 tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or

			g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.
		3.8	<p>A Tenderer may be ineligible if –</p> <p>a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property</p> <p>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</p> <p>f) the Tenderer is from ineligible country as specified under Section VI [ineligible country] of this tendering document.</p>
		3.9	Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
		3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
		3.12	Tenderers shall submit proposals relating to the nature,

			conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10%) percent of the tender price is envisaged.
4.	Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.
		4.2	For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, installation, training and initial maintenance.
		4.3	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender.
		4.6	If so required in the TDS , the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender.
5.	One Tender per Tenderer	5.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
		5.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
		5.3	A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.

6.	Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
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B. TENDERING DOCUMENTS

7.	Content of Tendering Documents	7.1	<p>The goods required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendment of Tendering Documents] include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p>Section II Instructions to Tenderers (ITT).</p> <p>Section III Tender Data Sheet (TDS).</p> <p>Section IV Qualification and Evaluation Criteria.</p> <p>Section V Tendering Forms.</p> <p>Section VI Eligible Countries.</p> <p>PART 2: PROCURING ENTITY'S REQUIREMENTS</p> <p>Section VII Schedule of Requirements.</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section VIII General Conditions of Contract (GCC).</p> <p>Section IX Special Conditions of Contract (SCC).</p> <p>Section X Contract Forms.</p>
		7.2	The Invitation for Tenders (IFT) (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.
		7.3	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from TANEPS.
		7.4	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.

8.	Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through TANEPS not later than seven (7) days prior to the deadline for the submission of tenders prescribed in ITT 22.1[Deadline for Submission of Tenders] for open competitive tendering methods and in case other tendering methods, three (3) days prior to the deadline.
		8.2	The PE will within three (3) working days after receiving the request for clarification respond and publish responses through TANEPS provided that such request is received within the time prescribed in ITT 8.1 . The response shall include a description of the inquiry, but without identifying its source.
		8.3	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents] .
9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through TANEPS to the participating Tenderers.
		9.3	In order to allow prospective Tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders] .

C. PREPARATION OF TENDERS

10.	Language of Tender	10.1	The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the TDS . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.
11.	Documents and Sample(s) Constituting the Tender	11.1	The Tender prepared by the Tenderer shall constitute the following components: a) Form of Tender and a Price Schedule completed in accordance with ITT14 [Form of Tender], ITT15

			<p>[Tender Prices], and ITT16 [Tender Currencies];</p> <p>b) Sample(s) if requested in the TDS;</p> <p>c) Documentary evidence established in accordance with ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</p>
			<p>d) Documentary evidence established in accordance with ITT13.3(a) that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with ITT12[Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;</p> <p>f) Tender security or Tender Securing Declaration furnished in accordance with ITT18 [Tender Security or Tender Securing Declaration];</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.2 [Format and Signing of Tenders] and</p> <p>h) Any other document, other than the documents under ITT11.1 (a) – (g) above, required to be completed and submitted by Tenderers, as specified in the TDS.</p>
		11.2	<p>(a) Where a sample(s) is required by a PE, the sample shall be:</p> <ul style="list-style-type: none"> (i) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the IFT. (ii) Carriage paid; (iii) Received on, or before, the closing time and date for the submission of tenders and at the address shown in the TDS; and (iv) Evaluated to determine compliance with all characteristics listed in the TDS. <p>(b) and The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents, and are not submitted within the specified time; and shall retain the sample(s) of the successful tenderer.</p>
		11.3	<p>Where it is not possible to avoid using a propriety article as a sample, a Tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality</p>

			of the goods being tendered for and that competition shall not thereby be limited to that article only.
		11.4	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.5	All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the PE and shall dispose them in such a manner as may be directed by the Accounting Officer (AO).
12.	Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	12.1	Pursuant to ITT 11[Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the Contract.
		12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the TDS.
		12.4	The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the PE.
		12.5	For purposes of the commentary to be furnished pursuant to ITT 12.3(b) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive

			only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in the language of the tender. In case any other language than language of the tender is used, the pertinent translation into the language of the tender shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualification of a Tenderer	13.1	Pursuant to ITT11[Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible country as defined under ITT4[Eligible Goods and Related Services].
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that: <ul style="list-style-type: none"> a) in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods Manufacturer or producer to supply the goods in the United Republic of Tanzania; b) in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in Tanzania equipped, and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the GCC and/or Technical Specifications on behalf of the Supplier. c) the Tenderer meets each of the qualification criterion specified in Section IV [Qualification and Evaluation Criteria].
14.	Form of Tender and Price Schedule	14.1	The Tenderer shall fill the Form of Tender and Price schedule furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.
15.	Tender Prices and Discounts	15.1	The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with ITT15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote discounts and the methodology for their application in the 'Form of Tender in accordance with ITT15.9 .
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract
		15.6	<p>Prices indicated on the Price Schedule for goods manufactured from within the United Republic of Tanzania shall be entered in the following manner:</p> <ul style="list-style-type: none"> a) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> i). on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or ii). on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf. b) sales and other taxes which will be payable on the goods if the contract is awarded. c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the TDS. d) the price of other (incidental) services, if any, listed in the TDS.
		15.7	<p>Prices indicated on the Price Schedule for goods offered from abroad shall be entered in the following manner</p> <ul style="list-style-type: none"> a) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Tanzania, as specified in the TDS. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may

			<p>obtain insurance services from any eligible source country.</p> <p>b) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the TDS.</p> <p>c) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the TDS.</p> <p>d) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the TDS.</p> <p>e) the price of (incidental) services, if any, listed in the TDS.</p>
		15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitation the comparison of Tenders by the PE. This, shall not in any way limit the PE's right to contract on any of the terms offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the TDS</p> <p>ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and</p> <p>b) For Related Services</p> <p>i) The price of the related services,</p> <p>ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and</p> <p>iii) The total price for the item.</p>
		15.9	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT28 [Preliminary Examination of Tenders]. If, however, in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p>
		15.10	<p>If so indicated in the Invitation for Tenders and Instructions to</p>

			Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price discounts for the award of more than one contract shall specify in their Tender the price discounts applicable to each package, or alternatively, to individual contracts within a package.
		15.11	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the TDS . Any Tenderer whose Tender Price exceeds the provided budget, shall be rejected.
16.	Tender Currencies	16.1	Prices shall be quoted in the following currencies: <ul style="list-style-type: none"> a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings. b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITT16.1 .
17.	Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline prescribed by the PE, pursuant to ITT 22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.

		17.2	In exceptional circumstances, prior to the expiration of the Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through TANEPS.
		17.3	The Tender Security provided under ITT18 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
		17.4	A Tenderer agreeing to the request will not be required nor permitted to modify its tender but will be required to extend the validity of its Tender Security in compliance with ITT18 [Tender Security or Tender Securing Declaration] in all respects
		17.5	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
18.	Tender Security or Tender Securing Declaration	18.1	Pursuant to ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish as part of its tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section V [Tendering Forms].
		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT18.9 .
		18.3	The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; b) a cashier's or certified cheque. c) another security if indicated in the TDS
		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section V [Tendering Forms] or another form approved by the PE prior to the

			Tender submission.
		18.5	The tender security or Tender- Securing Declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the tender security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 [Eligible Tenderers] and ITT11.2 [Documents and Sample(s) Constituting the Tender]
		18.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT28 [Preliminary Examination of Tenders].
		18.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the tender security; (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents; (c) the rejection by the PE of all tenders; (d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.
		18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT41 [Performance Security] and signing the contract pursuant to ITT42 [Signing of Contract].
		18.9	<p>In the case of Tender Security, it shall be forfeited if:</p> <ul style="list-style-type: none"> a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT17.2 [Tender Validity Period]; or b) a Tenderer does not accept the correction of errors pursuant to ITT30.3 [Correction of Errors]; or c) a successful Tenderer fails to furnish performance security in accordance with ITT41 [Performance Security] or fails to sign the contract in accordance with ITT42 [Signing of Contract].

		18.10	In the case of Tender Securing Declaration, it shall be executed if: a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT17.2 [Tender Validity Period]; or b) a successful Tenderer fails to furnish performance security in accordance with ITT41 [Performance Security] or fails to sign the contract in accordance with ITT 42 [Signing of Contract].
		18.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in all tenders floated by public bodies during the period of debarment.
19.	Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT19.2 shall prevail.
		19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the TDS as will the method for evaluating different schedule for delivery of goods.
		19.3	If so allowed in the TDS , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT11 [Documents and Sample(s) Constituting the Tender].
		20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating names and positions of each signatory as specified in the TDS .

		20.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the Tenderer is awarded the contract.
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D. SUBMISSION OF TENDERS

21. Submission of Tenders	21.1	All tenders shall be submitted through TANEPS. Tenders submitted through TANEPS shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through TANEPS.
	21.2	The tender shall bear e-signature or digital signatures, where applicable for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through TANEPS shall be received in full prior to the closing time and the Tenderers shall receive an acknowledgement of receipt of their tenders or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
	21.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the TDS not later than the date and time specified in the TDS .
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through TANEPS in a manner specified under ITT 21.2 and ITT21.5 [Submission of Tenders] not later than the date and time specified in the TANEPS
	22.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

23.	Late Tenders	23.1	TANePS does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24.	Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through TANePS, provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders prescribed in ITT 22.1 [Deadline for Submission of Tenders]. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender may be withdrawn, after the deadline for submission of tenders. and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT18.9 [Tender Security or Tender Securing Declaration].
		24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT17.2 [Tender Validity Period] shall result in execution of Tender securing declaration pursuant to ITT18.6 [Tender Security or Tender Securing Declaration].
		24.4	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.

E. OPENING AND EVALUATION OF TENDERS

25.	Opening of Tenders	25.1	The opening shall be done by Tender Opening Committee. The tender opening records shall be made available in the appropriate section of the TANePS.
		25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of TANePS.
		25.3	No tender shall be rejected at tender opening.
26.	Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Tenderer has been issued.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.

27.	Clarification of Tenders	27.1	In order to assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	<p>The request for clarification shall be communicated through TANePS and the Tenderer shall respond through TANePS or any other means specified in the TDS.</p> <p>No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT 30 [Correction of Errors].</p>
28.	Preliminary Evaluation of Tenders	28.1	<p>Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITT3 [Eligible Tenderers] and ITT4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself.</p>
		28.2	<p>A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. <p>For the purpose of this section, the following definitions apply</p> <p>“Deviation” is a departure from the requirements specified in the Tendering Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the</p>

			information or documentation required in the Tendering Document.
		28.3	The PE will confirm that the documents and information specified under ITT11 [Documents and Samples Constituting the Tender], ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT13 [Documents Establishing Eligibility and Qualification of a Tenderer] have been provided in the tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the tender shall be rejected.
		28.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
		28.5	Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
		28.6	Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
		28.7	If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity.
		28.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: <ul style="list-style-type: none"> a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender Securing Declaration as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents;

			<ul style="list-style-type: none"> g) conditional tenders such as conditions in a tender which limit the tenderer’s responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
		28.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <ul style="list-style-type: none"> a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.
29.	Technical Evaluation	29.1	The PE shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents], to confirm that all requirements specified in Section VII – Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders], it shall reject the Tender.

30.	Correction of Errors	30.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which 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) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, 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.
		30.2	<p>The amount stated in the Tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited, or the Tender Securing Declaration may be executed in accordance with ITT18.9 [Tender Security or Tender Securing Declaration].</p>
		30.3	<p>In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, determination as to whether the tender is within the budget shall be made during arithmetic correction. Any tender, whose corrected tender price exceeds the available budget shall be rejected,</p>
31.	Conversion to Single Currency	31.1	<p>To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the BOT twenty-eight (28) days prior to the date specified for opening of tenders.</p>
32.	Commercial Evaluation of Tenders	32.1	<p>The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT28 [Preliminary Examination of Tenders].</p>
		32.2	<p>To evaluate a Tender, the PE shall consider the following:</p> <ul style="list-style-type: none"> a) evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with clause 15;

			<ul style="list-style-type: none"> b) price adjustment for correction of arithmetic errors in accordance with ITT30 [Correction of arithmetic Errors]; c) price adjustment due to discounts offered in accordance with ITT 15.4 [Tender Prices]; d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 31 [Conversion to Single Currency]; e) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and 28.6 [Preliminary Examination of Tenders] f) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		32.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
		32.4	If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [Qualification and Evaluation Criteria]
		32.5	<p>The PE's evaluation of a Tender will exclude and not take into account:</p> <ul style="list-style-type: none"> a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and b) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		32.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT15 [Tender Price]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in the TDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 32.2 (f).

		32.7	The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.
33.	National Preference	33.1	If the TDS so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
		33.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].
34.	Determination of Lowest Evaluated Tender	34.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.
		34.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
35.	Post-qualification of Tenderer	35.1	After determining the lowest-evaluated tender, if pre-qualification was not undertaken, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in Section IV [Qualification and Evaluation Criteria]
		35.2	Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: <ul style="list-style-type: none"> (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low.

			<p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; and</p> <p>(d) The PE shall not incur any liability solely by rejecting abnormally tender.</p> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		35.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Section IV [Qualification and Evaluation Criteria].
		35.4	The determination will take into account the Tenderer's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Section IV – Qualification and Evaluation Criteria, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		35.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		35.7	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36.	Criteria of Award	36.1	<p>Subject to ITT 34 [Determination of Lowest Evaluated Tender] and ITT 37 [Negotiations], tThe PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers];</p>
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			<p>b) qualified to perform the Contract satisfactorily; and</p> <p>c) successful negotiations have been concluded, if any.</p>
		36.2	If this Contract is being let on lots basis, the lowest evaluated Tender Price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
37.	Negotiations	37.1	<p>Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements or specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of tendering; or (g) reduction of Tender Price to match the available PEs Estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance with ITT 35.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.
		37.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	PE's Right to Accept any Tender and to Reject or All Tenders	38.1	Notwithstanding ITT36[Criteria for Award], The PE reserves the right to accept or reject any Tender, and to annul the tendering process and reject all tenders at any time prior to award of the contract without thereby incurring any liability to the affected Tenderer(s).
		38.2	Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through TANePS.
		38.3	The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender(s) but the PE is not obliged to justify those grounds.

39.	PE's Right to Vary Quantities at the Time of Award	39.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
40.	Notification of Award	40.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through TANEPS to all Tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through TANEPS, of the award by the PE prior to expiration of the Tender validity period.
		40.3	The notification of award will be part of documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT41 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITT42 [Signing of Contract].
41.	Performance Security or Performance Securing Declaration	41.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the TDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		41.2	In the case of Performance Security, it shall be in the form specified in the TDS and SCC , and shall be in any of the following: (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or

			<p>(d) surety bond issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
		41.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms-Performance Securing Declaration].
		41.4	Failure of the successful Tenderer to comply with the requirement of ITT 41.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
42	Signing of Contract	42.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
		42.2	Within fourteen (14) working days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.
		42.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 18.7 [Tender Security or Tender Securing Declaration].
43.	Advance Payment	43.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the TDS .
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X [Contract Forms].
		43.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods.
44.	Fraudulent, Corrupt, Coercive or Obstructive Practices	44.1	<p>The PEs and Tenderers are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: -</p> <p>a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or</p>

			<p>contract execution;</p> <p>b) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>d) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act.</p>
		44.2	The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract;
		44.3	A firm will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract.
		44.4	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
		44.5	Any communications between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

G. REVIEW OF PROCUREMENT DECISIONS

45.	Right to Review	45.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
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46.	Time Limit on Review	46.1	The Tenderer shall submit an application for review within seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
47.	Submission of Applications for Review	47.1	Any application for administrative review shall be submitted through TANePS to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS .
		47.2	For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through TANePS to the delegated Accounting Officer with a copy served to PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
		47.3	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint.
		47.4	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
48.	Decision by the Accounting Officer (AO) of PE	48.1	<p>The Accounting Officer (AO) of a PE shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
		48.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT49.1 [Review by the Public Procurement Appeals Authority] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of

			a PE to entertain the complaint or dispute shall cease.
49.	Review by the Public Procurement Appeals Authority	49.1	<p>Complaints or disputes which:</p> <ul style="list-style-type: none"> (a) are not settled within the specified period under ITT48.1[Decision by the Accounting Officer of PE]; (b) are not amicably settled by the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to ITT40 [Notification of Award], <p>shall be referred to the Public Procurement Appeals Authority (PPAA) at the address specified in the TDS within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 48.1 [Decision by the Accounting Officer of a PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 46.1 [Time Limit on Review].</p>
		49.2	The Appeals Authority shall, within forty-five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.
		49.3	The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers***

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
A. Introduction			
1.	Name of Procuring Entity	1.1 & 2.1	<i>[Insert: name of PE].</i>
2.	Subject of Procurement	1.1	<i>[describe the goods to be provided using this Contract and the location where the goods are to be provided]</i>
3.	Period for supply of goods	1.1	<i>[insert: expected delivery period]</i>
4.	Commencement date and Contract duration:	1.1	<i>[insert: insert the date immediately or number of days after signing the contract] [insert: Contract duration]</i>
5.	Method of procurement	1.2	<i>[insert the method of procurement]</i>
6.	Financial Year	2.1	<i>[insert: Financial year for the operations]</i>
7.	Name of the Project	2.1	<i>[Name of Project [insert: name and summary description of the Project if any]</i>
8.	Financing Institution	2.1 & 2.2	<i>[insert name of financing institution: if any] [insert credit number if available]</i>
9.	Name and Identification number of tender	2.1	<i>[insert tender number and tender description]</i>
10.	Eligible Tenderers	3.1	<i>[insert eligible Tenderers]</i>
11.	Number of JVCA Members	3.2	<i>[Insert the maximum number of members in the joint venture, consortium or association]</i>
12.	Manufacturer's Authorization	4.6	<i>authorization by manufacturer: [indicated "required" or "not required"]</i>

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
B. Preparation of Tenders			
13.	Language of the Tender	10.1	The Language of all correspondences and documents related to the Tender is: [<i>specify the language</i>]
14.	Samples	11.1(b)	Form of sample(s) to be submitted with the Tender are: [<i>specify form of sample(s)</i>]
15.	Additional Documents to be Submitted	11.1 (h)	In addition to the documents stated in ITT 11 , the following documents must be included with the Tender [<i>insert: list of documents</i>]
16.	Submission of Samples	11.2 (a)(iii)	Samples shall be submitted on....(<i>insert name date/ time</i>) Place.....[<i>name the physical address of the PE to be submitted</i>]
17.	Characteristics of a Sample	11.2 (a)(iv)	Characteristics [<i>List if any</i>]
18.	Other Procurement Specific Documentation	12.3 (c)	Other procurement specific documentation requirements are: [<i>specify the requirements</i>].
19.	Spare Parts	12.4	Spare parts required for [<i>specify number of years</i>] of years of operation.
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	For goods manufactured from within the United Republic of Tanzania the price quoted shall be _____ [<i>Specify EXW and whether prices for inland transportation and price of incidental services must be quoted in addition to EXW.</i>]
21.	Price for Goods from Abroad	15.8 (a) (i) & 15.7 (a) 15.8 (b), (c) (optional) 15.7 (d), (e) (optional)	For goods offered from abroad the price quoted shall be: [<i>Select, in accordance with the Schedule of Requirements, CIF named port of destination or CIP border point or CIP named place of destination.</i>] [<i>Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT 15.2 (b) (ii) or (iii).</i>] [<i>Specify whether prices for inland transportation and prices of incidental services, pursuant to ITT 15.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices.</i>]
22.	Fixation of Price	15.9	The prices shall be fixed

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
			<p>Or</p> <p>the prices shall be adjustable. <i>[Delete the non-applicable option.]</i></p>
23.	Fixed Budget Tender	15.11	<p>Indicate if the tender is tendered under National, International and Restricted Competitive Tendering on Fixed Budget Method [insert Yes or No]</p> <p>If yes, the available budget is[insert the available budget]</p>
24.	Tender validity Period	17.1	The Tender validity period shall be <i>[insert number]</i> days].
25.	Amount and Currency of Tender Security	18.1	<p>The amount of Tender Security shall be (<i>insert amount</i>)</p> <p>The currency of the Tender Security shall be:<i>[Insert currency]</i>.</p> <p>Or</p> <p>Indicate whether Tender Securing Declaration is applicable <i>[insert "Yes" or "No"]</i></p>
26.	Form of Tender Security	18.3	The Tender Security shall be in the form of:..... <i>[Insert form of Tender Security]</i>
27.	Other Forms of Tender Security	18.3 (c)	Other forms of security are: <i>[insert other forms if required]</i>
28.	Alternative Tenders	19.1	Alternative Tenders to the requirements of the tendering documents <i>[insert "will" or "will not," as appropriate]</i> be permitted with respect to <i>[describe the alternatives to be permitted, or delete, as appropriate]</i>
29.	Alternative Completion Time	19.2	Alternative time for delivery [indicate if applicable/or not applicable]
30.	Technical Alternatives	19.3	[insert "allowed" or "not allowed"]
31.	Tender authorization documents	20.2	Authorization document(s) shall be duly notarized Power of Attorney in a form provided in Section V: [Tendering Forms] or <i>[list other acceptable authorizations document(s) if any]</i> .
E. Opening and Evaluation of Tenders			
32.		27.2	[Indicate means of communication through which

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
	Clarification of Tenders		Tenderer shall respond to request for clarification during evaluation of tenders]
33.	Other Factors for Evaluation	32.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section IV, Qualification and Evaluation Criteria [refer to Section IV, Qualification and Evaluation Criteria; insert complementary details if necessary]</p> <p>(a) Deviation in Delivery schedule: [insert Yes or No. If yes insert the adjustment factor]</p> <p>(b) Deviation in payment schedule: [insert Yes or No. If yes insert the adjustment factor]</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: [insert Yes or No. If yes, insert the Methodology and criteria]</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid [insert Yes or No, If yes, insert the Methodology and criteria]</p> <p>(e) the projected operating and maintenance costs during the life of the equipment [insert Yes or No, If yes, insert the Methodology and criteria]</p> <p>(f) the performance and productivity of the equipment offered; [Insert Yes or No. If yes, insert the Methodology and criteria]</p> <p>[insert any other specific criteria]</p>
34.	National Preference	33.1	National Preference shall apply (<i>Insert yes or no</i>)
F. Contract Award			
35.	Percentage to increase/ decrease at Time of Award	39.1	Percentage for quantity increase or decrease is [insert percentage] .
36.	Performance Security/Performance Securing Declaration	41.1	<p>(Performance Security / Performance Securing Declaration¹) shall be applicable <i>Insert the applicable type of security required-</i></p> <p>The Performance Security shall be in the form of: [Insert form of Performance Security, otherwise not applicable if performance securing declaration is specified]</p>

¹Performance Securing Declaration shall be applicable for Tenders falling under exclusive preference.

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
37.	Form and Amount of Performance Security	41.2	The Performance Security shall be in the form of..... <i>[Insert form of Performance Security]</i> The Performance Security shall be <i>[insert: amount between 10 and 20 percent of the Contract Price]</i>
38.	Advance Payment	43.1	The Advance Payment shall be limited to <i>[insert: percent of the Contract Price]</i> .
39.			
G. Review of Procurement Decisions			
40.	PPRA's Address	47.1	The Address of PPRA to submit a copy of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9 th Floor, PSPF Road, P.O. Box 2865,Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz
41.	PPAA Address	49.1	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.o.Box 9310,11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the PE shall use to evaluate a tender and qualify the Tenderers in accordance with ITT29 [Technical Evaluation] and ITT 32 [Commercial Evaluation], no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section V Tendering Forms

[The PE shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Margin of Preference (ITT 32)

- 1.1 If the Tendering Data Sheet so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of tender comparison, in accordance with the procedures outlined in subsequent paragraphs.
- 1.2 Tenders will be classified in one of three groups, as follows:
 - (a) **Group A:** Tenders offering goods manufactured in the United Republic of Tanzania, for which (i) labor, raw materials, and components from within the United Republic of Tanzania account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.
 - (b) **Group B:** All other tenders offering Goods manufactured in the United Republic of Tanzania.
 - (c) **Group C:** Tenders offering Goods manufactured outside the United Republic of Tanzania that have been already imported or that will be imported.
- 1.3 To facilitate this classification by the PE, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tendering Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the PE's reclassification of the tender into its appropriate tender group.
- 1.4 The PE will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tender group classification to which Tenderers assigned their tenders in preparing their Form of Tenders and Price Schedules.
- 1.5 All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tender from Group A or Group B is the lowest, it shall be selected for the award.
- 1.6 If as a result of the preceding comparison, the lowest evaluated tender is a tender from Group C, all tenders from Group C shall be further compared with the lowest evaluated tender from Group A after adding to the evaluated price of goods offered in each tender from Group C, for the purpose of this further comparison only, an amount equal to 15%

(fifteen percent) of the respective CIP tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C shall be selected.

Most Advantageous Tender

The PE shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tendering document, and
- (b) the lowest evaluated cost.

2.0 Evaluation (ITT29 & 32)

2.1 Evaluation Criteria (ITT 32.6)

In evaluating the Tenders, the evaluation committee will, in addition to the Tender price quoted in accordance with **ITT 15.1**, take account of one or more of the following factors:

- a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination.
- b) delivery schedule offered in the Tender;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts, and service;
- e) the availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Tender;
- f) the projected operating and maintenance costs during the life of the equipment;
- g) the performance and productivity of the equipment offered; and/or
- h) other specific criteria indicated in the **TDS** and/or in the Technical Specifications.

2.2 For factors referred above, one or more of the following quantification methods will be applied, as detailed in the **TDS**:

- a) *Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **TDS** will be computed for each Tender by the PE on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping

weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the PE to EXW/CIF/CIP border point price.

b) *Delivery schedule.*

- i) The PE requires that the goods under the Invitation for Tenders shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Tender after allowing for reasonable international and inland transportation time. Treating the Tender resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Tenders by applying a percentage, specified in the **TDS**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **TDS**, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the **TDS**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

c) *Deviation in payment schedule.*

- i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The PE may consider the alternative payment schedule offered by the selected Tenderer.

or

- ii) The SCC stipulates the payment schedule offered by the PE. If a Tender deviates from the schedule and if such deviation is considered acceptable to the PE, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the **TDS**.

d) *Cost of spare parts*

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **TDS**, is

annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender price.

or

ii) The PE will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **TDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price.

or

iii) The PE will estimate the cost of spare parts usage in the initial period of operation specified in the **TDS**, based on information furnished by each Tenderer, as well as on past experience of the PE or other purchasers in similar situations. Such costs shall be added to the Tender price for evaluation.

e) *Spare parts and after sales service facilities in Tanzania*

The cost to the PE of establishing the minimum service facilities and parts inventories, as outlined in the **TDS** or elsewhere in the Tendering Documents, if quoted separately, shall be added to the Tender price.

f) *Operating and maintenance costs*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **TDS** or in the Technical Specifications.

g) *Performance and productivity of the equipment.*

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **TDS** will be added to the Tender Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **TDS** or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender price using the methodology specified in the **TDS** or in the Technical Specifications.

(h) *Specific additional criteria.*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **TDS** and/or the Technical Specifications.

2.3 Multiple Contracts (ITT 32.4)

If these Tendering Documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender, is specified below and in the **TDS**.

The PE shall award multiple contracts to the Tenderer that offers the lowest evaluated combination of tenders (one contract per tender) and meets the post-qualification criteria (ITT 35.3 Post-Qualification Requirements)

The PE shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITT 15
- (b) take into account:
 - (i) the lowest-evaluated tender for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Tenderer in its tender”

2.4 Alternative Tenders (ITT 19)

An alternative if permitted under ITT 19, will be evaluated as follows:

[insert one of the following]

“A tenderer may submit an alternative tender only with a tender for the base case. The PE shall only consider the alternative tenders offered by the Tenderer whose tender for the base case was determined to be the lowest-evaluated tender.”

or

“A tenderer may submit an alternative tender with or without a tender for the base case. The PE shall consider tenders offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All tenders received, for the base case, as well as alternative tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 32.”

3. Qualification (ITT 34)

[Note to the PE: If prequalification has taken place, delete the qualification requirements Table 1 below and insert the following:]

The Tenderer shall demonstrate that it continues to meet the prequalification criteria. The Tenderer shall use the relevant forms in Section IV in case there is any update to the information that it submitted for prequalification.

Table 1- Qualification Requirements when Pre-qualification is carried out

Eligibility and Qualification Criteria				Compliance Requirements			Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 3.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT3.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
1.3	Not Declared Ineligible	Not having been declared ineligible as described in ITT3.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
1.4	State-owned enterprise	Meet conditions of ITT 3.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.5	Anti-Bribery Policy	Submission of anti-bribery policy/code of conduct and Compliance Programme	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-INTEG
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of Supplier’s default since 1 st January [insert year].	Must meet requirement ²	Must meet requirements	Must meet requirement ²	N/A	Form PER-1

¹ Non performance, as decided by the PE, shall include all contracts where (a) non performance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Non performance shall not include contracts where PE’s decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

² This requirement also applies to contracts executed by the Tenderer as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Purchaser	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 3.8.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
2.3	Pending Litigation	Tenderer’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January <i>[insert year]</i> ³	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form PER-1
2.5	Compliance with Statutory Requirements	No consistent history of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements	Must meet requirement	N/A	Must meet requirement	N/A	Form PER -1
3. Financial Situation and Performance							
3.1	Financial Capabilities	The audited balance sheets or other financial statements acceptable to the Purchaser, for the last <i>[insert number]</i> years shall be submitted and must	Must meet requirement	N/A	Must meet requirement	N/A	

³ The Tenderer shall provide accurate information on the Tender Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

Eligibility and Qualification Criteria			Compliance Requirements			Documen- tation	
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability by meeting required minimum average Financial Ratios <i>[Purchaser shall set at least 2 ratios]</i> <ul style="list-style-type: none"> • <i>Current Ratio (CA/CL) = [insert figure] (A ratio of 1.0 or greater is generally acceptable)</i> • <i>Debt to Equity Ratio (TL/NW) = [insert figure]</i> • <i>Return on Assets-ROA (PBT/TA) = [insert figure]</i> 					
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of Goods of TZS <i>[insert amount in TZS equivalent in words and figures]</i> , calculated as total certified payments received for contracts in progress and/or completed during the last three years. <i>[Insert a figure which is at least five times the estimated contract amount]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2
3.3	Current	The Tenderer shall also	Must meet	Must meet	N/A	N/A	Form FIN 3.3

Eligibility and Qualification Criteria				Compliance Requirements			Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Commitments	demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	requirement	requirement			
4. Experience							
4.1	General Experience	Experience in supply of Relevant Goods for at least the last three years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1

SECTION V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Tender.

Form Name	Description	Check if Submitted with the Tender	
		Yes	No
	Form of Tender		
	Special Power of Attorney		
Form EL-1.1	Tenderer Information Form		
Form EL-1.2	Tenderer's JV Members Information Form		
Form FIN – 3.1	Financial Situation and Performance		
Form FIN - 3.2	Average Annual Turnover (Annual Sales Value)		
Form FIN -3.3	Current Contract Commitments / Contracts in Progress Form		
Form- EXP-1	Experience		
Form- PER 1	Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements		
	Price Schedule Forms		
	Price Schedule for Goods Offered from Abroad to be imported		
	Price Schedule for Goods Manufactured outside the Country, Already imported		
	Price Schedule for Domestic Goods Offered from within the United Republic of Tanzania		
	List of Related Services and Completion Schedule		
	Tender Security(Bank Guarantee)		
	Tender Security (Insurance Bond)		
	Tender Securing Declaration		
	Manufacturer's Authorization		
	Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme		

Form of Tender

Date:[insert date of Tender]

[PE specify: "IFT No.: [specify number]"]

[Insert: name of Contract]

To: [PE: insert Name and address of PE]

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said Tendering Documents for the sum of [total Tender Amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period specified in ITT 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract:-

Name and address of agent Or recipient	Amount and currency	Purpose of Commission or gratuities

(if none state "none")

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Special Power of Attorney⁵

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned [*insert name of the Donor*] being [*insert designation*] of [*insert name of the company*] of [*insert company address*] having its registered office at [*insert physical address of company*];

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT I [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*], do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] that is to say;

To act on my behalf or for the company and do any other thing or things incidental for [*insert tender Number*] of [*insert description of procurement*] for the [*insert name of the procuring entity*];

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said [*insert name of the company*] and delivered in the presence of us this [*insert date*] day of [*insert month*] [*insert year*].

IN WITNESS whereof we have signed this deed on this [*insert date*] day of [*insert month*] [*insert year*] at [*insert place*] for and on behalf of [*insert name of the company or Donor*]

.....

⁵ **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

SIGNED AND DELIVERED by the said
[insert name of Donor] Identified to me
by [insert name]
The latter being known to me personally

} this [insert date, month and year]

.....
DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Acknowledgement

I [insert name of Donee] doth hereby acknowledge and accept to be Attorney of the said
[insert name of the company/donor] under the Terms and Conditions contained in this Power
of Attorney and I promise to perform and discharge my duties as the lawfully appointed
Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[insert name of Donee] Identified to me
by [insert name]
The latter being known to me personally
this [insert date, month and year],

}
.....
DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Form ELI -1.1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No.: *[insert number of Tender]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JVCA, legal name of each member: <i>[insert legal name of each member in JVCA]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.6. <input type="checkbox"/> In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT3.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the PE
2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2- Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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

Tender No.: *[insert number of Tender]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JVCA Member's name: <i>[insert JVCA's Member legal name]</i>
3. Tenderer's JVCA Member's country of registration: <i>[insert JVCA's Member country of registration]</i>
4. Tenderer's JVCA Member's year of registration: <i>[insert JVCA's Member year of registration]</i>
5. Tenderer's JVCA Member's legal address in country of registration: <i>[insert JVCA's Member legal address in country of registration]</i>
6. Tenderer's JVCA Member's authorized representative information Name: <i>[insert name of JVCA's Member authorized representative]</i> Address: <i>[insert address of JVCA's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JVCA's Member authorized representative]</i> Email Address: <i>[insert email address of JVCA's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT3.6. <input type="checkbox"/> In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT3.9.
2. Included are the organizational chart, a list of Board of Directors.

Form FIN – 3.1 Financial Situation and Performance

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous - <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, TZS equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for *[number]* years pursuant Section IV, Qualifications and Evaluation Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements⁶ for the *[number]* years required above; and complying with the requirements

⁶If the most recent set of financial statements is for a period earlier than 12 months from the date of Tendering, the reason for this should be justified.

Form FIN - 3.2 Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	Amount Currency	Exchange rate	TZS equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover *	

* Total TZS equivalent for all years divided by the total number of years.

Form FIN-3
Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Purchaser Contact Information <i>[insert address, telephone, fax, e-mail address]</i>
3. Value of outstanding contracts <i>[current TZS equivalent]</i>
4. Estimated delivery date
5. Average monthly invoices over the last six months (TZS/mon.)

Form- EXP-1 Experience

Contracts over <i>[insert amount]</i> during the last three years:				
Purchaser	Value	Year	Goods/Services Supplied	Country of Destination

Form- PER 1

Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section IV Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and TZS equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Purchaser: <i>[insert full name]</i></p> <p>Address of Purchaser: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></p> <p>Status of dispute: <i>[Indicate if it is under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Purchaser: <i>[insert full name]</i></p> <p>Address of Purchaser: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></p> <p>Court/ arbitral award decision: <i>[Indicate if the award decision was against the Tenderer or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>
<input type="checkbox"/> Proof of Payment of Taxes since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5 <input type="checkbox"/> Proof of Payment of Social Security Contributions since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5. <input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.			
Payment of Taxes		<i>[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.</i>	
Social Security Contributions		<i>[Provide a certified copy of Social Security Contributions for the specified Period]</i>	

History of Employment Related Cases	<ol style="list-style-type: none"><li data-bbox="647 192 1460 293">1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i><li data-bbox="647 302 1460 380">2. <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>
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Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the PE in the Schedule of Requirements.]*

1. Price Schedules for Goods and Related Services Offered from Abroad

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ³	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total								

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 15.6a	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6b, [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6 (Col. 5×8)	Price per line item for inland transportation and other services required in Tanzania to convey the goods to their final destination, as specified in TDS in accordance with ITT 15.6 (c)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Tanzania]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Total Tender Price	
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3. Price Schedule for Domestic Goods Manufactured within the United Republic of Tanzania

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ¹ EXW per item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services ³	Cost of local labor, raw material, and components from United Republic of Tanzania % of Col. 5 ²	Sales and other taxes payable if Contract is awarded (in accordance with ITT 15.6)	Total Price per line item (Col. 6 + 7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>[insert number of the item]</i>
Total									

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

4. List of Related Services and Completion Schedule

[This table shall be filled in by the PE. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

Form of Tender Security (Bank Guarantee)

To: [name of the PE]

Whereas [name of the Tenderer] (hereinafter called "the Tenderer") has submitted its Tender dated [date of submission of Tender] for the supply of [name and/or description of the goods] (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PE] (hereinafter called "the Purchaser") in the sum of [amount] for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors, and assignees by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - ((a) has withdrawn or modified the Tender during the period of tender validity specified in the Form of Tender;
 - (b) Disagrees to arithmetical correction made to the tender price; or
 - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fails to sign the contract if required by PE to do so or (ii) fails or refuses to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.
2. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty eight (30) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Form of Tender Security (Tender Bond)

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, authorized to transact business in _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "the Purchaser") in the sum of _____ (_____), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Purchaser dated the ___ day of _____, 20___, for the construction of _____ (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender prior to the Tender validity expiry date set forth in the Form of Tender, or any extended date provided by the Tenderer; or
- (b) refuses to accept the correction of its Tender by the Purchaser pursuant to **ITT**
- (c) having been notified of the acceptance of its Tender by the Purchaser prior to the expiry date of the Tender validity or any extension thereto provided by the Tenderer; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity set forth in the Form of Tender or any extension thereto provided by the Tenderer.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Tender Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*
Tender No.: *[insert number of tendering process]*
Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of PE]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender; or
- (c) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (30) days after the expiration of our Tender.

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

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

Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)

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

Manufacturer's Authorization

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

Tender No.: *[insert Tender Number and Particulars]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorize *[insert complete name of Tenderer]* to submit a tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorization]*

Duly authorized to sign the Manufacturer's Authorization for and on behalf of: *[insert complete name of Manufacturer]*

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

Note: *The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS.]*

Form INTEG- Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme

Each Tenderer must submit a statement, as part of the tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013

This company _____ (*name of company*) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁷.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁷Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice 446 of 2013)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached⁸ -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁸Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

SECTION VI: ELIGIBLE COUNTRIES

Tender No.:*[insert Tender Number and Particulars]*

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related 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 Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

PART 2 – PROCURING ENTITY’S REQUIREMENTS

SECTION VII: SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering documents by the PE, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section V. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT39.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Tenderers pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the PE’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the PE has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

2. Delivery and Completion Schedule

Tender No: _____

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

Item number	Brief Description of Supplies or Related Services	Delivery/ Completion Period <i>(days/wks./mths)</i>	Delivery Point/ Site

TECHNICAL SPECIFICATIONS

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the PE. The PE shall prepare the detailed TS taking into account that:

- 1. The TS constitute the benchmarks against which the PE will verify the technical responsiveness of tenders and subsequently evaluate the tenders. Therefore, well-defined TS will facilitate preparation of responsive tenders by tenderers, as well as examination, evaluation, and comparison of the tenders by the PE.*
- 2. The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- 3. The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- 4. It is encouraged to use of metric units.*
- 5. Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- 6. Standards for equipment, materials, and workmanship specified in the Tendering Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from Tanzania or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- 7. Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.*
- 8. Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) Detailed tests required (type and number).*
 - (c) Other additional work and/or Related Services required to achieve full delivery/completion.*
 - (d) Detailed activities to be performed by the Supplier, and participation of the PE thereon.*
 - (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

9. The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the PE shall include an additional ad-hoc Tendering form (to be an Attachment to the Tender Submission Sheet), where the Tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the PE requests that the Tenderer provides in its tender a part or all of the Technical Specifications, technical schedules, or other technical information, the PE shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Tenderer in its tender.

[If a summary of the Technical Specifications (TS) has to be provided, the PE shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

3. Specification and Compliance Sheet

Tender Number: _____

Column b states the minimum technical specification of the item(s) required by the PE.

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

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
A	B	c	D
1			
2			
3			
4			

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the tender will be rejected.

Tenderers are required to use column d to include technical literature to support the details provided in column c.

4. Drawings

Tender Number: _____

List of related Drawings		
Drawing number	Drawing name	Purpose

5. Inspections and Tests

Tender Number: _____

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the provider;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

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1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		<ul style="list-style-type: none"> a) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes. b) “The Contract” means the agreement entered into between the Purchaser (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. c) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC d) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract f) Days are calendar days g) “Defective Goods” are goods which are below standards, requirements or specifications stated by the Contract. h) “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract. i) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the conditions precedent stipulated in GCC 3. j) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the specified institution. k) “End User” means the organization(s) where the goods will be used, as named in the SCC. l) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a

	<p>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, epidemics, 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.</p> <p>m) "GCC" means the General Conditions of Contract contained in this section.</p> <p>n) The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC</p> <p>o) "The Purchaser" means the Procuring Entity purchasing the Goods and related service as named in the SCC</p> <p>p) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>q) "The Project Name" means the name of the project stated in SCC.</p> <p>r) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>s) SCC" means the Special Conditions of Contract.</p> <p>t) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>u) The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p> <p>v) The Supplier's Tender is the completed Tender</p>
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		document submitted by the Supplier to the Purchaser
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Letter of Acceptance (3) Negotiation Minutes (4) Form of Tender (5) Special Conditions of Contract, (6) General Conditions of Contract, (7) Specifications (8) Completed Schedules (including Price Schedules), and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC .
	3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania, unless otherwise specified in SCC .
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	8.4	The Supplier shall permit the Government of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.

9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.

11. Inspections and Test	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
	11.4	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the United Republic of Tanzania shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping of goods from abroad and/or other documents to be furnished by the Supplier shall be specified in SCC .
	13.2	For purposes of the Contract, “EXW” “FOB” “FCA”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris as specified in the SCC .
	13.3	Documents to be submitted by the Supplier for goods delivered from Tanzania are specified in SCC .
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a) Performance or supervision of on-site assembly

		and/or start-up of the supplied Goods;
		b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

18. Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
	18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
	19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.

	19.3	Payments shall be made promptly by the Purchaser, within twenty eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be.
	20.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components shall be done in accordance with the formula shown in the SCC .
21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b) The method of shipment or packing;
		c) The place of delivery; and/or
		d) The Services to be provided by the Supplier.

	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	Prices to be charged by the supplier for any related services 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 Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

<p>26. Liquidated Damages</p>	<p>26.1</p>	<p>Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the Purchaser may consider termination of the Contract pursuant to this Clause.</p>
<p>27. Termination for Default</p>	<p>27.1</p>	<p>The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.</p>
	<p>27.2</p>	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p>
		<p>a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or</p>
		<p>b) the Supplier fails to perform any other obligation(s) under the Contract;</p>
		<p>c) The supplier has abandoned or repudiated the contract.</p>
		<p>d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p>
		<p>e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment;</p>
		<p>f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and</p>
		<p>g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.</p>
		<p>For the purpose of this clause: “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any</p>

		<p>party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.4	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or
		b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration
	31.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.

	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..
33. Notices	33.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers***

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is <i>[Name and address]</i>
2.	Commencement Date	1.1(d)	The Commencement Date is: <i>[insert date]</i>
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: <i>[insert date]</i>
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: <i>[Name and address]</i>
5.	Name of Supplier	1.1(q)	The Supplier is: <i>[Name and address]</i>
6.	Project Name	1.1(r)	The Project name is: <i>[insert name]</i>
7.	End User	1.1(u)	The End User is <i>[Insert name and address]</i>
8.	Conditions Precedent	3.1	Conditions precedent to Contract effectiveness shall be <i>[list down if any otherwise state not applicable]</i>
9.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent <i>[insert date]</i>
10.	Governing Language	4.1	The Governing Language shall be:
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the
12.	Performance Security/Performance Securing Declaration	10.1	<i>(Performance Security/ Performance Securing Declaration)</i> is applicable. In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i> The amount of Performance Security shall be. <i>[insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price]</i>
13.	Reduction of	10.3	After delivery and acceptance of the Goods, the

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Amount of Performance Security		performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2
14.	Required Inspections and Tests	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i>
18.	Delivery Documents of Goods from Tanzania	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
20.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 16 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
21.	Spare Parts	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is:
24.	Payment of Goods from Abroad	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad:

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance:percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1	<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery:percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to</p>

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> .
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be -----
28.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
29.	Liquidated Damages	26.1	Applicable rate: <i>[insert rate]</i> Maximum deduction: is equal to the performance security. Note: <i>0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be <i>[insert: institution]</i> Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
31.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: —Supplier's address for notice purposes:

Attachment: Price Adjustment Formula

If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

20.3 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P₁ = adjustment amount payable to the Supplier.
- P₀ = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L₀, L₁ = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M₀, M₁ = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:

- a = *[insert value of coefficient]*
- b = *[insert value of coefficient]*
- c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P₀ is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor

shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract

Notice of Intention to Award a Contract

[Letter head paper of the PE]

Ref. No: *[insert ref. no.]*.....

Date:

To: ***[name and address of the Contractor]***

Sub: Number *[insert No of contract]* for **[description]**

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender document. Pursuant to Section 60(3) of PPA 2011 as amended in 2016, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*.

Your tender was not considered for award of the contract due to the following reasons⁹

- 1)
-
- 2)
-
- 3)
-

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to *(insert the title of Accounting Officer)* through TANePS.

We would like to thank you, for your time and efforts in preparing a response to this Tender. We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature:

Name and Title of Signatory:

Name of PE:

⁹Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

2. Letter of Acceptance

[Letter head paper of the PE]

[date]

To: *[name and address of the Service Provider]*

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. *[insert tender number] FOR *[insert tender description]**

This is to notify you that, your tender dated *[insert date]* for execution of the *[insert Contract number and description, provided in the Special Conditions of Contract]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the Performance Securing Declaration or Performance Security¹⁰ within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature:.....

Name and Title of Signatory:

Name of Agency:.....

Attachment: Contract Agreement

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable).

¹⁰Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under regional exclusive preference (i.e. not exceeding Tshs 200,000,000/- in accordance with Table D- Nineth Schedule of Public Procurement Regulations 2013 as amended in 2016)

3. Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this [day of the month] day of [insert a month], [insert a year]_ between [name and address of Purchaser] (hereinafter called "the Purchaser") of the one part and [name and address of Supplier] (hereinafter called "the Supplier") of the other part:

[Note: *In the text below, text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one Entity, the above should be partially amended to read as follows:]*

"[insert the name of Employer] (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [insert of name of entity] and [insert name of entity] and [etc.] (hereinafter called the "Service Provider") each of which shall be jointly and severally liable to the Employer for all the Service Providers' obligations under this Contract.

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., [insert brief description of goods and services] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [insert contract price in words and figures](hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Tender
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Completed Schedules (including Price Schedules), and
 - (i)[Other relevant document(s): *[List any]*
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the

Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

THE SUPPLIER

Name:

Name:

(Authorized Representative)

(Authorized Representative)

Designation:

Designation:

Signature:

Signature:

Date:

Date:

WITNESS

WITNESS

Name:

Name:

Designation:

Designation:

4. Performance Securing Declaration¹¹

Date: *[insert **date** (as day, month and year)]*
Contract No.: *[insert **Contract number**]*

To: *[insert **complete name of Purchaser]***

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.

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

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

Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Supplier]***

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

Corporate Seal(where appropriate)

¹¹ Used as an alternative performance security for Contracts falling under exclusive Preference (i.e. not exceeding Tshs 200,000,000/- in accordance with Table D- Nineth Schedule of Public Procurement Regulations 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

5. Performance Security Form Option 1- Bank Guarantee

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

6. Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or tenders from qualified Tenderers for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

7. Advance Payment Security

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 19 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]