



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



Standard Tendering Documents **for**

Procurement of Health Sector Goods

Under National and International Competitive Tendering

Public Procurement Regulatory Authority
Kambarage Tower, 9th Floor, PSPF Road,
P. O. Box 2865, 41104 Dodoma
TANZANIA

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Preface

Procurement of Health Sector Goods using public funds 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 (PE's) in the procurement of health sector goods through National, International Competitive Tendering (NCT& ICT) and other tendering 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 procurement of Health Sector Goods that are financed in whole or in part by public funds in accordance with the provisions of Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

To obtain further information on procurement using public funds, contact:

Chief Executive Officer
Public Procurement Regulatory Authority,
P.O. Box 2865,
Dodoma

Tel: +255 26 2963854
e-mail: ceo@ppra.go.tz

Link to Website: <http://www.ppra.go.tz>

List of Abbreviations

Cap	Chapter
CFR	Cost and Freight
DDP	Delivered Duty Paid
EFD	Electronic Financial Devise
FY	Financial Year
GCC	General Conditions of Contract
GCLA	Government Chemist Laboratory Authority
GPSA	Government Procurement Services Agency
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TAEC	Tanzania Atomic Energy Commission
TANePS	Tanzania National e-Procurement System
TBS	Tanzania Bureau of Standards
TDS	Tender Data Sheet
TMDA	Tanzania Medicines and Medical Devices Authority

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 a Procuring Entity (PE) in the preparation of a Tender Document for procurement of Health Sector Goods using this Standard Tendering Document – Procurement of Health Sector Goods under both National and 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 procurement of Health Sector Goods.

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 PEs budget is disclosed to Tenderers under national, international and restricted competitive tendering on fixed budget procurement method.

The revised STD for Procurement of Health Sector 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 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 procurement of Health Sector Goods are described hereunder;

PART 1 – TENDERING PROCEDURES

Section I. Invitation for Tenders

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 supplies 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 constituent 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 italicised 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. Qualification 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 includes the forms for the tender submission, Price Schedules, Tender Security 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, and the Technical Specifications 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 documents. **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, will form part of the Contract. The forms for Performance Security/ Securing Declaration shall be completed and submitted by the successful Tenderer before signing of 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 goods and/or service]

Invitation for Tenders

Date:

1. This Invitation for Tenders follows the General Procurement Notice for the procurement of Health Sector Goods which appeared in Tanzania National Electronic 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]* 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 contract / grant]*.

3. The *[Insert the name of PE]* now invites tenders from eligible *[insert "national" if exclusive preference is applicable]* Suppliers for supply of *[insert brief description of the goods and services 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]* procedures specified in the 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 document]* 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 so requires]* 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 documents.

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

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A. Introduction

1. Scope of Tender and Tendering Method	1.1	<p>The Procuring Entity (PE), as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods specified in the TDS which may include pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in Section VII-Schedule of Requirements.</p> <p>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 Contract duration shall be as specified in the TDS.</p>
	1.2	<p>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 Tender (ITT)³ [Eligible Tenderers]</p>
	1.3	<p>Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).</p>
2. Source of Funds	2.1	<p>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.</p> <p style="text-align: center;">or</p> <p>The Government of Tanzania through PE named in the TDS has applied for/received/ intends to apply for a [loan/ credit/grant] from the financing institution named in the TDS towards the procurement of supplies named in the TDS and intends to apply a part of the proceeds of this loan/credit to payments under the Contract described in the TDS.</p>
	2.2	<p>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.</p>
3. Eligible Tenderers	3.1	<p>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 (herein after referred as JVCA).</p>
	3.2	<p>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</p>

		Member as specified in the TDS , 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 a 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 Tender shall not have a conflict of interest. All Tenderers found to be in 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 it's affiliates which have been engaged by the PE to provide consulting services for the preparation of the specifications and other documents to be used for the procurement of the goods to be procured 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

		<p>process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or</p> <p>g) Participated as a consultant in the preparation of the technical specifications of the goods and services that are the subject of the Tender.</p>
	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 ineligible from participating in public procurement for corrupt, coercive, collusive, 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; and</p> <p>(f) The tenderer is from ineligible country as specified in Section VI of the tendering document.</p>
	3.9	<p>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</p>
	3.10	<p>Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements including batch capacity and lead time and their capability and, adequacy of resources to carry out the contract effectively.</p>
	3.11	<p>Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.</p>

	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” includes 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 Tenders.
	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

	<p>Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.</p>
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B. Tendering Documents

<p>7. Content of Tendering Documents</p>	<p>7.1 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). Section III - Tender Data Sheet (TDS). Section IV– Qualification and Evaluation Criteria. Section V - Tendering Forms. 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). Section IX - Special Conditions of Contract (SCC). Section X - Contract Forms.</p>
	<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.</p>
	<p>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.</p>
	<p>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.</p>

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 submission of tenders prescribed in ITT 22.1 [Deadline for Submission of Tenders] for open competitive tendering methods and in the case of 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.
	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 the response to 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 into account an addendum in preparing their tenders, the PE at its discretion may extend the deadline for submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

C. Preparation of Tenders

<p>10. Language of Tender</p>	<p>10.1</p>	<p>The tender prepared by 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.</p>
<p>11. Documents and Samples Constituting the Tender</p>	<p>11.1</p>	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT 14 [Form of Tender], ITT16[Tender Prices and Discounts], and ITT17 [Tender Currencies]; b) Sample(s) as requested in the TDS. 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; d) Documentary evidence established in accordance with ITT 13.3(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; 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; f) Tender security or Tender securing declaration furnished in accordance with ITT19 [Tender Security or Tender Securing Declaration]; g) Duly Notarized Power of Attorney (in the format provided in Section V– Tendering Forms) authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.2 [Format and Signing of Tenders]except for Sole Proprietor; and 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.

	11.2	Where a sample(s) is required by a PE, the sample shall be: <ul style="list-style-type: none"> (a) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the IFT; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of tenders and at the address shown in the TDS; and (d) Evaluated to determine compliance with all characteristics listed in the TDS.
	11.3	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 specified time; and shall retain the sample(s) of the successful tenderer.
	11.4	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 of the goods being tendered for and that competition shall not thereby be limited to that article only.
	11.5	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.
	11.6	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.
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 of the Health Sector Goods and Related Services to be supplied 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 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 Related Services to those specifications, or a statement of deviations and

		<p>exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the TDS.</p>
	12.4	<p>Unless the TDS stipulates otherwise, the Goods to be supplies under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its Goods by the time of Tendering should submit a copy of the Registration Certificates, with its Tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the PE either;</p> <p>(a) A copy of the Registration Certificate of the Goods for use in the United Republic of Tanzania, OR if such Registration Certificate has not yet been obtained;</p> <p>(b) Evidence establishing to the PE's satisfactions that the Tenderer has complied with all the documentary requirements for registration as specified in the TDS.</p>
	12.5	The PE shall at all times cooperate with the successful Tenderer to facilitate the registration process within the United Republic of Tanzania.
	12.6	If the Goods of the successful Tender have not been registered in the United Republic of Tanzania at the time of contract signing, then the contract shall become effective upon such date as the certificate of Registration is obtained.
	12.7	For purposes of the commentary to be furnished pursuant to ITT 12.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the PE in its 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 Specifications.
	12.8	The required documents and other accompanying documents must be in the language of the tender specified in ITT 10 [Language of Tender] . In case any other language than language of tender is used, the pertinent translation into that language of tender shall be attached to the original version.
13. Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Pursuant to ITT 11 [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 ITT 4 [Eligible Goods and Related Services].
	13.3	<p>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:</p> <p>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;</p> <p>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 that country equipped, and able to carry out maintenance, repair, and spare parts-stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications on behalf of the Supplier; and</p> <p>c) the Tenderer meets each of the qualification criterion specified in Section IV [Qualification and Evaluation Criteria]</p>
	13.4	Tenderers can get information on national standards and registration process from Regulators at the address specified in the TDS
14. Form of Tender and Price Schedules	14.1	The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3 [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested.
15. Alternative Tenders by Tenderers	15.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's specification as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT 15.2 shall prevail.
	15.2	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.
	15.3	<p>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.</p> <p>In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of</p>

		the alternative by the PE, including specifications, breakdown of prices, and other relevant details.
16. Tender Prices and Discounts	16.1	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.
	16.2	All lots (contracts) and items must be listed and priced separately in the Price Schedules.
	16.3	The tender price to be quoted in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Price Schedules] shall be the total price of the tender, including any discounts offered.
	16.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Price Schedule]
	16.5	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 shall be treated as nonresponsive and shall be rejected, pursuant to ITT 28 [Preliminary Examination of Tenders]. However, if 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 shall not be rejected, but the price adjustment shall be treated as zero.
	16.6	If so specified in ITT 1.1 , Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS , prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4 provided the Tenders for all lots (contracts) are opened at the same time.
	16.7	The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS
	16.8	Prices shall be quoted as specified in each Price Schedule included in Section V, Tendering Forms. The dis-aggregation of price components is required solely for the purpose of facilitating 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. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible

	<p>country, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section VI, Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) for Goods manufactured in the United Republic of Tanzania:</p> <ul style="list-style-type: none"> (i) 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 on the components and raw material used in the manufacture or assembly of the Goods; (ii) any sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the TDS; <p>(b) for Goods manufactured outside the United Republic of Tanzania, to be imported:</p> <ul style="list-style-type: none"> (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the TDS; and (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS; <p>(c) for Goods manufactured outside the United Republic of Tanzania, already imported:</p> <ul style="list-style-type: none"> (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; (iii) the price of the Goods, obtained as the difference between (i) and (ii) above; (iv) any sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and
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		<p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
	16.9	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.
17. Tender Currencies	17.1	<p>Prices shall be quoted in the following currencies:</p> <p>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, unless otherwise specified in the TDS.</p> <p>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</p>
	17.2	Unless otherwise specified in the TDS, local transportation, insurance and other services incidental to delivery of the goods covered under ITT 17.1 and installation services covered under ITT 17.2 shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and in accordance with the provisions of ITT 17.1 (a) and (b) above.
	17.3	The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the authority specified in the TDS prevailing on the date 28 days prior to the latest deadline for submission of Tenders.
	17.4	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 ITT 17.1.

18. Tender Validity Period	18.1	Tenders shall remain valid for the period stipulated in the TDS after the date of Tender submission specified in ITT 22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
	18.2	In exceptional circumstances, prior to expiry of the original 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.
	18.3	The Tender Security provided under ITT 19 [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.
	18.4	A Tenderer agreeing to the request will not be required or permitted to modify its Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 19 [Tender Security or Tender Securing Declaration] in all respects.
	18.5	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.
19. Tender Security or Tender Securing Declaration	19.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], unless otherwise specified in the TDS, 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].
	19.2	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 ITT 19.9.
	19.3	<p>The Tender Security shall be denominated in local currency or in a freely convertible currency, and shall be, at the Tenderer's option, in one of the following forms:</p> <ul style="list-style-type: none"> 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; or b) a cashier's or certified cheque; or c) another security indicated in the TDS.

	19.4	The Tender security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in Section V – Tendering Forms or another form approved by the PE prior to the Tender submission
	19.5	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 4.1 [Eligible Goods and Related Services] and ITT 11.1 [Documents and Sample(s) Constituting the Tender]
	19.6	Any Tender not accompanied by a Tender security or Tender Securing Declaration in accordance with ITT19.1 or 19.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
	19.7	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 ITT 18 [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: <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
	19.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
	19.9	In case of Tender Security, it shall be forfeited if: <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 ITT 18.2 [Tender Validity Period]; b) A Tenderer does not accept the correction of errors pursuant to ITT 29.3 [Correction of Errors]; or

		c) A successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].
	19.10	In the case of the 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 ITT 18.2 [Tender Validity Period]; or b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract]
	19.11	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 during the period of debarment.
20. Format and Signing of Tender	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [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 the names and position held by 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.

D. Submission of Tenders

21. Submission of Tenders	21.1	All tenders shall be submitted through TANePS. Tender 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 deadline for submission of tenders.
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 ITT 21.5 [Submission of Tenders] no later than the date and time specified in the TDS and TANEPS.
	22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of tenders by amending the Tendering documents in accordance with ITT 9 [Amendment of Tender 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 ITT22 [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 ITT22.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
	24.2	No Tender withdrawn or replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT19.9 [Tender Security or Tender Securing Declaration].

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	The request for clarification and the response shall be communicated through TANePS. 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 29[Correction of Errors] .
28. Preliminary Evaluation of Tenders		<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 ITT 3 [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>
	28.1	<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</p>

		<p>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 information or documentation required in the Tendering Document</p>
	28.2	<p>The PE will confirm that the documents and information specified under ITT 11 [Documents and Samples Constituting the Tender], ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT 13 [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.</p>
	28.3	<p>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.</p>
	28.4	<p>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.</p>
	28.5	<p>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.</p>
	28.6	<p>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 the Tenderer by correction of the nonconformity.</p>
	28.7	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the Form of Tender and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements;

		<ul style="list-style-type: none"> c) failure to submit a tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule 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; 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; k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
	28.8	<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 tender 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. Correction of Errors	29.1	<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

		<p>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;</p> <p>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</p> <p>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.</p>
	29.2	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 in accordance with ITT 19.9 [Tender Security or Tender Securing Declaration].
	29.3	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
30. Conversion to Single Currency	30.1	<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 to either:</p> <p>a. in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania twenty eight (28) days prior to the date specified for opening of tenders.</p> <p>OR</p> <p>b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.</p>
	30.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the

		source and date of the exchange rate, are specified in the TDS .
31. Commercial Evaluation of Tenders	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders] .
	31.2	To evaluate a Tender, the PE shall consider the following: <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 14 [<i>Form of Tender and Price Schedules</i>]; b) price adjustment for correction of arithmetic errors in accordance with ITT 29 [Correction of arithmetic Errors]; c) price adjustment due to discounts offered in accordance with ITT 16.4 [Tender Prices and Discounts]; d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 30 [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 [<i>Qualification and Evaluation Criteria</i>].
	31.3	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
	31.4	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 [<i>Qualification and Evaluation Criteria</i>]
	31.5	The PE's evaluation of a Tender will exclude and not take into account: <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 c) any allowance for price adjustment during the period of

		execution of the contract, if provided in the Tender.
	31.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT16 [Tender Prices and Discounts]. 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 31.2 (f).
	31.7	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.
32. National Preference	32.1	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].
	32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].
33. Determination of the Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In determining the lowered evaluated tenderer, the PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 [Documents and Samples Constituting the Tender] as applicable, and Section IV, Qualification and Evaluation Criteria.
	33.3	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer]. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or

		any other firm(s) different from the Tenderer
	33.4	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the PE shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily
	33.5	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.
34. Post-qualification of Tenderer	34.1	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]
	34.2	<p>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:</p> <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 raise concerns with the PE 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 abnormal (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 (d) The PE shall incur liability solely by rejecting an abnormally low tender. <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>

	34.3	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].
	34.4	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.
	34.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
	34.6	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.
	34.7	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

35. Criteria for Award	35.1	Subject to ITT 33 [Determination of Lowest Evaluated Tender] and ITT 36 [Negotiations] the 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: <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers]; b) qualified to perform the Contract satisfactorily; and c) successful negotiations have been concluded, if any.
	35.2	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.

36. Negotiations	36.1	<p>Negotiations may be undertaken with the lowest evaluated Tender 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 ITT34.2 [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.
	36.2	<p>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.</p>
37. PE's Right to Accept any Tender and to Reject any or All Tenders	37.1	<p>Notwithstanding ITT35 [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 contract award, without thereby incurring any liability to the affected Tenderer(s).</p>
	37.2	<p>Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through TANePS.</p>
	37.3	<p>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.</p>
38. PE's Right to Vary Quantities at the Time of Award	38.1	<p>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 these Tendering documents (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.</p>
39. Notification of Award	39.1	<p>Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through TANePS to all tenderers who participated</p>

		in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
	39.2	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 IX [Contract Forms- Letter of Acceptance] through TANEPS, of the award by the PE prior to expiration of the Tender validity period.
	39.3	The notification of award will be part of the document forming the Contract, subject to the Tenderer furnishing the Performance Securing Declaration or Performance Security in accordance with ITT 40 [Performance Security/Performance Securing Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
40. Performance Security/Performance Securing Declaration	40.1	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 as specified in the TDS. Performance security shall be 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.
	40.2	<p>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:</p> <ul style="list-style-type: none"> (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 (d) surety bond issued by any reputable surety or insurance company. <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	40.3	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]
	40.4	Failure of the successful Tenderer to comply with the requirement of ITT 40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may resort to awarding the

		Contract to the next ranked Tenderer or call for new tenders.
41. Signing of Contract	41.1	Promptly after notification of award, PE shall send the successful Tenderer a draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Within fourteen (14) working days after furnishing the Performance Securing Declaration or Performance Security, the successful Tenderer and the PE shall sign the contract.
	41.3	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 19.7 [Tender Security or Tender Securing Declaration].
42. Advance Payment	42.1	The PE will provide an Advance Payment on the Contract Price as stipulated in Conditions of Contract, subject to a maximum amount as stated in the TDS.
	42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X [Contract Forms].
	42.3	For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods.
43. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	43.1	<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> <ul style="list-style-type: none"> 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 contract execution; 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; c) “collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice; d) “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

		<p>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>e) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act.</p>
	43.2	The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive and obstructive practices in competing for the contract;
	43.3	A Tenderer 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.
	43.4	PPRA 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.
	43.5	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

44. Right to Review	44.1	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 procedures set out hereunder.
45. Time Limit on Review	45.1	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.
46. Submission of Applications for Review	46.1	Any application for administrative review shall be submitted through TANePS to the Accounting Officer of a PE at the address shown in the TDS and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS.
	46.2	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.
	46.3	The application for administrative review shall include: 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.
	46.4	The Accounting Officer (AO) shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
47. Decision by the Accounting Officer (AO)	47.1	The Accounting Officer (AO) shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: 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.
	47.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT 47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 48.1 [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.

<p>48. Review by the Public Procurement Appeals Authority</p>	<p>48.1</p>	<p>Complaints or disputes which:</p> <ul style="list-style-type: none"> a) are not settled within the specified period under ITT 48.1 [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 ITT 39 [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 45.1 [Time Limit on Review].</p>
	<p>48.2</p>	<p>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.</p>
	<p>48.3</p>	<p>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.</p>

SECTION III: TENDER DATA SHEET

The following specific data for the goods to be provided shall complement, supplement, or amend the provisions in the Instructions to Tender (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***

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
A. Introduction			
1.	Name of Procuring Entity	1.1	<i>[insert name of PE]</i>
2.	Subject of Procurement	1.1	The subject of procurement is: <i>[describe the goods to be provided using this Contract and the location where the goods are to be provided]</i>
3.	Period of Supply of Goods	1.1	Period for supply of goods: <i>[insert: expected delivery period]</i> Start date <i>[insert the start date]</i>
4.	Commencement date and contract duration;	1.1	<i>[insert the date immediately or number of days after signing the contract]</i> <i>[insert the duration Contract]</i>
5.	Method of Procurement	1.2	The following Method of Procurement shall apply: <i>[insert the method of procurement]</i>
6.	Financial Year	2.1	Financial year for the operations of the Procuring Entity: <i>[insert year]</i>
7.	Nature of the Supplies	2.1	Nature of the supplies <i>[insert summary description of the Health Sector Goods to be supplied]</i>
8.	Financing Institution	2.1 & 2.2	Name of financing institution: <i>[insert: name if any]</i>
9.	Name and Identification Number of the Contract	2.1	Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i>
10.	Number of JVCA	2.1	Maximum number of members in the joint venture, consortium or association shall be: <i>[insert the number]</i> <i>[The JVCA shall nominate a Lead Member [applicable or not applicable]</i>
11.	Manufacturer's Authorization	4.6	Authorization by manufacturer <i>(indicate "required" or not required)</i>
12.	Nature of invitation	3.1	<i>[Insert nature of invitation if it is not open to all tenders]</i>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
C. Preparation of Tenderers			
11.	Language of the Tender	10.1	The language of all correspondence and documents related to the Tenderer is: [<i>specify the language</i>]
12.	Samples to be submitted with the Tender	11. b 1() & 11.2(d)	Form of sample(s) to be submitted with the Tender are: [<i>specify form of sample(s)</i>] [<i>Insert the address for sample submission</i>]
13.	Additional Documents to be Submitted	11.1 (h)	<p>In addition to the documents stated in ITT Clause 11, the following documents must be included with the Tender [<i>insert: list of documents</i>]</p> <p>The Tenderer shall submit the following additional documents in its Tender: [<i>list any additional document not already listed in ITT 11.1 that must be submitted with the Tender</i>]</p> <p>Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Tenderer shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.</p>
			<p>[<i>The following documents must be included with the Tender:</i>]</p> <p>Documentary evidence of the Tenderer’s qualifications to perform the Contract if its Tender is accepted:</p> <p>(i) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer:</p> <ul style="list-style-type: none"> (a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; (c) has manufactured and marketed the specific goods covered by this Tendering document, for at least two (2) years, and

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
			<p>for similar Goods for at least five (5) years;</p> <p>(d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to Tender submission;</p> <p>(ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce,</p> <p>(a) that the Tenderer has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser's Country; and</p> <p>The Tenderer shall also submit the following additional information:</p> <p>(a) a statement of installed manufacturing capacity;</p> <p>(b) copies of its audited financial statements for the past three fiscal years;</p> <p>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(d) list of major supply contracts conducted within the last five years.</p>
14.	Other Procurement Specific Documentation	12.3 (c)	Other procurement specific documentation requirements are: <i>[specify the requirements]</i>
15.	Registration of Goods in Tanzania	12.4	<p><i>[Note: If the United Republic of Tanzania does not require registration of the Goods, delete 12.4(a) and 12.4.(b) below and insert the following language:</i></p> <p><i>ITT sub-Clause 12.4 is inapplicable. The Applicable law does not require registration of the Goods to be supplied under the Contract.]</i></p> <p>Note: The Procuring Entity shall not annul award of a Contract on the basis of a Tenderer's failure to successfully register the Goods, without first seeking and obtaining the Authority's approval.</p>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
			There shall be no forfeiture of a Tenderer or a Performance security based on the failure to obtain registration.
16	Registration Requirements for Suppliers in Tanzania	12.4(b)	<p>By the time of Contract signing, the successful Tenderer shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: <i>[insert: specific documentary requirements or any other country specific requirement]</i></p> <p>Note: Because of the potential for delay when various government agencies must intervene in the registration process, Tenderers are alerted to inquire about registration requirements and procedures as early as possible</p> <p>For the purpose of obtaining additional information about the requirements for registration, Tenderers may contact <i>[insert name of agency, contract person, phone / fax/ email address]</i>.</p>
17	Address of Regulators responsible for National Standards and Registration	13.4	<p>Insert address of all Regulators Responsible for Setting Applicable National Standards and Registration</p> <p>Director General (DG) Tanzania Medicines and Medical Devices Authority (TMDA) P.O. Box 1253, Dodoma or P.O. Box 77150, Dar es Salaam, Tanzania Telephone: +255 22 2450512 / 2450751 / 2452108 Fax: +255 22 2450793 Email Address: info@tmda.go.tz Website: https://www.tmda.go.tz</p> <p>Director General (DG) Tanzania Bureau of Standards (TBS) P O Box 9524, Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam. Telephone: +255 22 2450206 Toll Free Number: 0800110827 Fax: + 255 22 2450959 Email Address: info@tbs.go.tz / Website:https://www.tbs.go.tz/</p> <p>Chief Government Chemist Government Chemist Laboratory Authority, Physical Address: 5 Barack Obama drive, Postal Address: P.O. Box 164, Dar es Salaam. Tanzania. Tel: +255 22 2113383/4; Fax: +255 22</p>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
			2113320; Email: gcla@gcla.go.tz Website: https://gcla.go.tz/ The Director General Tanzania Atomic Energy Commission (TAEC), P.O. Box 743, Block J, Plot No. 216, Njiro Arusha, United Republic of Tanzania. Telephone: +255 272 970050 / 51 / 52 / 53 Mobile: +255 754 361221 (DG) Fax: +255 272 970054 E-mail : dg[at]taec.go.tz Website: https://www.taec.go.tz
18	Alternative Tenders	15.1	Alternative Tenders [insert “shall be” or “shall not be”] _____ considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section IV, Qualification and Evaluation Criteria. See Section IV for further details]</i>
	Alternative Schedule	IIT15.2	Indicate alternative schedule delivery.
19.	Price Adjustment	16.5	The prices quoted by the Tenderer [insert “shall “or “shall not”] _____ be subject to adjustment during the performance of the Contract.
		16.6	Prices quoted for each lot (contract) shall correspond at least to [insert figure] percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to [insert figure] percent of the quantities specified for this item of a lot.
20.	Percentage of Quotation Compliance	16.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section IV, Qualification and Evaluation: <i>[refer to Section IV, Qualification and Evaluation Criteria; insert complementary details if necessary]</i> (a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor and relevant parameters in accordance with option selected].</i> The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is <i>[specify: adjustment in percentage].</i>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
			<p>Or</p> <p>The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is <i>[specify: adjustment in percentage]</i>.</p> <p>Or</p> <p>The adjustment for partial shipments is <i>[specify: adjustments for early and late deliveries]</i>.</p> <p>Note: For evaluation purposes, a rate of one-half (0.5) percent per week is a reasonable figure.</p> <p>(b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]; and</i></p> <p><u><i>[insert any other specific criteria in Section IV, Qualification and Evaluation Criteria]</i></u></p>
21.	Incoterms	16.7	The Incoterms edition is: <i>[insert relevant edition]</i> .
22.	Final Destination	16.8 (a) (iii), (b) (ii) and c(v)	Final Destination (Project Site): <i>[insert final destination, if different from named place of destination]</i>
23.	Place of Destination	16.8 (b)(i) and (c) (v)	Place of Destination: <i>[insert named Place of destination: [insert named place of destination as per Incoterm used]</i>
24.	Tender Currencies	17.1(a)	<p>a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be: <i>Tanzanian Shillings</i>;</p> <p>b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in any convertible currency</p>
25.	Exchange Rate	17.3	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on 28 days before Tender opening.
26.	Tender Validity Period	18.1	The Tender validity period shall be <i>[insert number]</i> days.
27.	Amount of Tender Security	19.1	<p>The amount of Tender security is:<i>[insert amount and currency]</i></p> <p>OR</p>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
			A Tender Securing Declaration form shall be filled by the Tenderer. <i>[Delete the non-applicable option.]</i>
28.	Other Forms of Security	19.3(c)	Other forms of security are: <i>[insert other forms if required]</i>
29.	Tender authorization document	20.2	The authorization document (s) shall be dully notarized power of attorney in a from provided in section V [Tendering Forms] or <i>[list other acceptable authorizations document(s) if any]</i> .
D. Submission of Tenderers			
30	Address for Submission of Samples	21.5	Address for Submission of Samples <i>(Give full physical address of where the samples will be submitted)</i> Tenderers should note that samples must be submitted before the deadline for submission of Tenders
31	Deadline for submission of tender	22.1	<i>[Insert date and time for tender submission deadline]</i>
E. Opening and Evaluation of Tenderers			
31.	Clarification of Tenders	30.2	[Indicate means of communication through which Tenderer shall respond to request for clarification during evaluation of tenders] The source of exchange rate shall be: <i>[insert the source]</i> The date of exchange rate shall be: <i>[insert date of exchange rate]</i>
32.	Other Evaluation Factors	31.6	Insert Other Factors to be Considered during the Evaluation: 1.
33.	National Preference	32.1	National preference shall apply <i>[Insert yes or no]</i> .
F. Award of Contract			
34.	Percentage to increase/decrease at Time of Award	38.1	The maximum percentage by which quantities may be increased is: <i>[insert percentage]</i> The maximum percentage by which quantities may be decreased is: <i>[insert percentage]</i>

TDS Clause Number	Required Information/Data	ITT Clause	<u>Information/Data to be filled by PE</u>
35.	Performance Security/Performance Securing Declaration	40.1	<p><i>(Performance Security / Performance Securing Declaration¹) shall be applicable [Insert the applicable type of security required]</i></p> <p>The Performance Security shall be in the form of: <i>[Insert form of Performance Security, otherwise not applicable if performance securing declaration is specified]</i></p> <p>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></p>
36.	Advance Payment	42.1	The Advance Payment shall be limited to: <i>[insert percent of the Contract Price]</i> .
G. Review of Procurement Decisions			
37.	PPRA's Address	47.2	<p>The address to submit copy of complaints:</p> <p>The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9th Floor, PSPF Road, P.O. Box 2865, 41104 Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
38	PPAA's Address	49.1	<p>The address for appeals to PPAA:</p> <p>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</p>

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

Tender Data Sheet

PHARMACEUTICALS

(Additional Clauses)

[Note: The below data should be included in the Tender Data Sheet used in Tendering Documents for the procurement of pharmaceuticals]

C. Preparation of Tenders

TDS Clause Number	Required Information/Data	ITT Number	Amendments of, and Supplement to, Clauses in the Instruction to Tenderers
1.	Other Specific Procurement Documentation	12.3 (c)	<p><i>[Sample clauses]</i> The Goods offered should meet the specified pharmacopoeial standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of a new drug), the Tenderer will provide testing protocols and alternative reference standards.</p>
2.	Additional Qualification Criteria	11.1(d)	<p>Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted: has a Good Distribution Practice (GDP) Certificate where appropriate.</p> <p>The Tenderer will submit the following additional information:</p> <ul style="list-style-type: none"> (a) list of pharmaceuticals being manufactured by the Tenderer with product registration / license number and date. (b) A certificate of Pharmaceutical Product as recommended by the WHO for each item offered.

Tender Data Sheet

VACCINES

(Additional Clauses)

[Note: The below data should be included in the Tender Data Sheet used in Tendering Documents for he procurement of vaccines]

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 in the Tender Data Sheet (TDS) shall prevail over those in the ITT.

C. Preparation of Tenders

TDS Clause Number	Required Information/Data	ITT Number	Amendments of, and Supplement to, Clauses in the Instruction to Tenderers
1.	Other Specific Procurement Documentation	12.3 (c)	<p><i>[Sample Clauses]</i></p> <p>2. <i>The Goods to be supplied under the Contract must be licensed both in the country of manufacture and in the United Republic of Tanzania by the time of Contract signing by a recognized NCA. An NCA is an organization that performs all six critical functions for control of biological products as defined by the World Health Organization, namely: licensing based on published set of requirements; surveillance of vaccine field performance; system of lot release for vaccines; use of laboratory when need; regular inspections for good manufacturing practice and evaluation of clinical performance. The license from country of manufacture must state that the Tenderer is licensed to manufacture the Goods by the NCA in the manufacturing country. Documentary evidence in the form of a certified copy of the license and a copy of the vaccine license / registration that the offered vaccine has been licensed by the NCAs of the manufacturer’s country shall accompany the Tender and a copy of the license issued by an NCA in the United republic of Tanzania must be submitted by Contract signing. If there is no NCA with specific biologics expertise in the United Republic of Tanzania, the Tenderer shall furnish evidence that the Goods meet the qualification criteria in the Technical Specifications.</i></p> <p>3. <i>If the Goods offered do not meet the specified pharmacopoeial standards as stated in the Technical Specification, the Tenderer will provide testing protocols and alternative</i></p>

<p>2.</p>	<p>Additional Qualification Criteria</p>	<p>11.1(d)</p>	<p><i>reference standards.</i></p> <p><i>Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted:</i></p> <p><i>(a) is certified by a competent authority in the country of manufacture according to resolution WHA 28 65 (2) of the World Health Organization's Certificate Scheme on the Quality of Pharmaceutical Products Moving in International Commerce.</i></p> <p>The Tenderer will submit the following additional information: -</p> <p><i>(b) list of vaccines being manufactured by the Tenderer with product registration / license number and date.</i></p>
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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. No other factors, methods or criteria shall be used.

[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)

If the Tendering Data Sheet so specifies, the PE will grant a margin of preference to goods manufactured in the PE's country for the purpose of tender comparison, in accordance with the procedures outlined in subsequent paragraphs.

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 PE's Country 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.

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.

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.

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.

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. Evaluation (ITT 31)

2.1. Evaluation Criteria (ITT 31.6)

The PE's evaluation of a tender may take into account, in addition to the Tender Price quoted in accordance with ITT Clause 16.8, one or more of the following factors as specified in ITT 31.2(f) and in TDS referring to ITT 31.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the TDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and tenders offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in TDS31.6, will be added, for evaluation purposes only, to the tender price of tenders offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Tenderers shall state their tender price for the payment schedule outlined in the SCC. Tenders shall 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 and the reduced tender price offered by the Tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.*

or

- (ii) *The SCC stipulates the payment schedule specified 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 the SCC, at the rate per annum specified in TDS 31.6.*

- (c) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 31.6]

2.2. Multiple Contracts (ITT 31.4)

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 (this Section IV, Sub-Section ITT 34.1 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 16.6

Tender evaluation of such tenders will be carried out as per the following procedures. The average price of an item quoted by substantially responsive Tenderers will be added to the tender price of those who did not quote for that item and the equivalent total cost of the tender so determined will be used for tender comparison, evaluation, and award

- (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”

2.3. Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 15.1, 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 31.”

3. Qualification (ITT 34)

[Note to the PE: If prequalification has taken place, delete the qualification requirements 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.

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	
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
2.2	Suspension	Not under suspension based on	Must meet	Must meet	Must meet	N/A	Tender

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	
.	Based on Execution of Tender/Proposal Securing Declaration by the Purchaser	execution of a Tender/Proposal Securing Declaration pursuant to ITT 3.8.	requirement	requirement	requirement		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, if not required by the laws of the Tenderer's country, 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			Documentation	
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 Health Sector 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			Documentation	
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 Health Sector Goods for at least the last three years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
4.2 (a)	Specific Experience	(i) Documentary evidence of the Tenderer’s qualifications to perform the Contract in accordance with 4.2 (b)(i) below	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
4.2 (b)	See below for details						

Specific Experience Requirements

The Specific Experience Requirements under 4.2 (b) (from the table above) are as follows:

4.2 (b)(i) Documentary evidence in accordance with TDS ITT 11.1(h)

4.2(b)(ii) Technical and Production Capability

The Tenderer shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

- (i) that it has successfully completed or substantially completed at least [*insert number*] similar contracts for supply of the goods and within the last five years. [*The number of similar contracts required should be not less than three and not more than five (normally four), depending on the size and complexity of the subject contract.*] Similar contracts are those of approximately the same size and that includes comparable products, e.g., capsules, tablets, vaccines.

The goods may have been supplied by the Tenderer as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance,

- (ii) that it has achieved an annual average production rate of _____ [*The annual production rate required should be at least three times the quantities specified under the contract*] during the last three years

4.2 (b)(iii) Experience on Packaging, Distribution and Transportation

The Tenderer should provide proof of experience with and knowledge of modes of packing, distribution, and transportation of pharmaceuticals similar to those subject to Tendering under logistical and climatic conditions similar to the ones in the purchaser's country. It should provide names of countries to which the Tenderer has supplied (including packaged, distributed, and transported) products worth at least the amount [*insert the amount*] within the past three years.

[*Note to the Purchaser: If Tenders for individual lots are permitted, the qualification criteria for each lot should be given separately*]

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		
	Tenderer Information Form		
	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 Domestic Goods Offered from within the United Republic of Tanzania		
	Price Schedule for Goods Manufactured outside the Country, already imported		
	Tender Security (Bank Guarantee)		
	Tender Security (Insurance Bond)		
	Tender Securing Declaration		

Form Name	Description	Check if Submitted with the Tender	
		Yes	No
	Manufacturer's Authorization		
	Specimen Certificate of a Pharmaceutical Product		
	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]*

Dear Sir or Madam:

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

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.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 18.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:-

<u>Name and address of Agent Or recipient</u>	<u>Amount and currency</u>	<u>Purpose of Commission or gratuities</u>

(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 *[insert number]* day of *[insert month]*, *[insert year]*

Signed: _____

Date: _____

In the capacity of *[insert: **title or position**]*

Duly authorized to sign this Tender for and on behalf of *[insert: **name of Tenderer**]*

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 Tender No.]*

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 JV, legal name of each member : <i>[insert legal name of each member in JV]</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 JV, letter of intent to form JV or JV agreement, in accordance with ITT3.1. <input type="checkbox"/> In case of state-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 under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors

Form ELI -1.1 (continued)
Tenderer Information Form

Date: *[insert day, month, year]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

1. Tenderer's name			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current health authority registration information:			
16. Proof of product and facility registrations with relevant regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP)			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods:			
Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate):			

19. Production capacity: <i>[insert peak and average production capacity over the last three years in units/day or units/month, etc.]</i>
20. List of names and addresses of sources of raw material and what products they will be used in:
21. Proof of raw material product and facility registrations with purchaser's country regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP):
22. Raw materials tested prior to use:
23. Presence and characteristics of in-house quality control laboratory
24. Names and addresses of external quality control laboratories used:
25. Are all finished products tested and released by quality control prior to release for sale? Yes ___ No ___, If not, why?
26. List control tests done during production? If so list.
27. Procedures for dealing with rejected batches:
28. List tests conducted after production and prior to release of product on market:
29. List product recalls linked to defects during the last 36 months. Include reason and date of recall.
30. Are technical documents available in: <i>[PE should insert language]</i> Yes No

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 Tender number]*

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 JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV'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 state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and not under the supervision of the PE, in accordance with ITT3.9.
8. 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] years,</i> <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: *[insertfull 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)

<p><i>[insert year]</i></p>	<p><i>[insert amount]</i></p>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></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 being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<p><i>[insert amount]</i></p>
<p><input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.</p> <p><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.</p>			
<p>Year of award</p>	<p>Outcome as percentage of Net Worth</p>	<p>Contract Identification</p>	<p>Total Contract Amount (currency), TZS Equivalent (exchange rate)</p>
<p><i>[insert year]</i></p>	<p><i>[insert percentage]</i></p>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></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>	<p><i>[insert amount]</i></p>
<p><input type="checkbox"/> Proof of Payment of Taxes since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5</p> <p><input type="checkbox"/> Proof of Payment of Social Security Contributions since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.</p> <p><input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.</p>			

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"><i>1. Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i><i>2. [Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>

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 Schedule for Goods Offered from Abroad to be imported
(Group C Tenders)**

Name of Tenderer _____ . IFT Number _____ . Page _____ of _____ .

1 Product code	2 Product	3 Strength	4 Dosage form	5 Unit pack Size	6 Qty. Offered	7 Unit prices				8 Total unit Price [a+c+d] Or [b+c+d]	9 Total price per Item [6x8]	10 Local agent's Commission as a % of FOB price included in quoted price	11 Shipment weight and volume	12 Name of manufacturer	13 Ctry. of Origin	14 Pharmacopoeial standard	
						(a) unit price FOB or FCA port or place of loading	(b) CIF at port of entry or CIP named place of destination (specify one)	(c) Inland transp., insurance & other local costs incidental to delivery if specified	(d) Other incidental costs as defined in the SCC								

Note:

- i) Column 7[c] is optional and it will be applicable only when required in accordance with ITT sub-Clause 16.8 (b) and the related provisions in the Tender Data Sheet.
- ii) For column 9, pursuant to ITT 29.1, in the case of discrepancy between unit price and total price, the unit price shall prevail

Total Tender Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

—
In the capacity of: [*insert: title or other appropriate designation*]

2. Price Schedule for Domestic Goods Offered from within the United Republic of Tanzania (Group A and Group B Tenders)

Name of Tenderer _____ IFT Number _____ Page _____ of _____

1	2	3	4	5	6	7			8	9	10	11	12	13	
Product code	Product	Strength	Dosage form	Unit pack	Qty. offered	Unit prices			Total unit Price	Total price Per item	Sales and other	Name of manufacturer	Pharmaco- poeial Standard	Local input in the cost as %	
				Size		(a)	(b)	(c)	[a+b+c]	[6 x 8]	Taxes payable if contract is awarded			Of ex-factory price in column 7[a]	
						Ex-factory Ex-warehouse Ex-showroom off the shelf	Inland transp., insurance & other local costs incidental to delivery	Other incidental costs as defined in the SCC							

Note:

- i) Column 7b] is optional and it will be applicable only when required in accordance with ITT sub-Clause 16.8(b) (c) and (d) and the related provisions in the Tender Data Sheet.
- ii) For column 9, pursuant to ITT 29.1 in the case of discrepancy between unit price and total price, the unit price shall prevail
- iii) For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITT sub-Clause 32.1 along with adequate proof to substantiate each of these local inputs.

Total Tender Price:

Currency:
In figures:
In words:

Signed: _____

Dated: _____

In the capacity of: [*insert: title or other appropriate designation*]

3. Price Schedule for Goods Manufactured outside the Country, Already imported (Group C Tenders)

Name of Tenderers: _____ . IFB Number ____ . Page ____ of ____ .

1	2	3	4	5	6	7					8	9	10	11	12	13	
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufacture-	Ctry. of origin	Pharmacopoeial standard	
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c]=a-b Unit Price net of custom duties and import taxes	[d] Inland transp., insurance & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC							

Note:

- (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..
- (ii) For column 9, pursuant to ITT29.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Tender Price:

Currency:

In figures:

In words:

Signed:

Dated:

In the capacity of: [insert: title or other appropriate designation]

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 Purchase") in the sum of [amount] for which payment well and truly to be made to the said PE, the Bank binds itself, its successors, and assigns 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 Tender
 - (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
 - (b) Disagreement to arithmetical correction made to the tender price; 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.
2. We undertake to pay to the PE up to the above amount upon receipt of its first written demand, without the PE having to substantiate its demand, provided that in its demand the PE 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 (28) 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]

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 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.]*

Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product⁷

This certificate conforms to the format recommended by the World Health Organization (*general instructions and explanatory notes attached*).

No. of certificates: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

1.1 Active ingredients⁸ and amount(s) per unit dose⁹.

For complete qualitative composition including excipients, see attached¹⁰.

1.2 Is this product licensed to be placed on the market for use in the exporting country?¹¹ Yes / No (*key in as appropriate*)

1.3 Is product actually on the market in the exporting country? yes/no/unknown (*key in as appropriate*)

If the answer to 1.2 is yes, continue with section 2A and omit section 2B.

If the answer to 1.2 is no, omit section 2A and continue with section 2B.¹²

2A. 1 Number of product license¹³ and date of issue:

2A.2 Product-license holder (name and address):

—

⁷This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.

⁸ Use, whenever possible, international non-proprietary names (INNs) or national non-proprietary names.

⁹ The formula (complete composition) of the dosage form should be given on the certificate or be appended

¹⁰ details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.

¹¹ When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.

¹² Sections 2A and 2B are mutually exclusive

¹³ Indicate, when applicable, if the license is provisional or if the product has not yet been approved.

2A.3 Status of product-license holder:¹⁴ a/b/c (*key in appropriate category as defined in note 8*)

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are: ¹⁵

2A.4 Is Summary Basis of Approval appended?¹⁶yes/no (*key in as appropriate*)

2A.5 Is the attached, officially approved product information complete and consonant with the license?¹⁷yes/no/not provided (*key in as appropriate*)

2A.6 Applicant for certificate, if different from license holder (name and address):¹⁸

2B.1 Applicant for certificate (name and address):

2B.2 Status of applicant: a/b/c (*key in appropriate category as defined in note 8*)

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:¹⁹

2B.3 Why is marketing authorization lacking?
not required/not requested/under consideration/refused (*key in as appropriate*)

2B.4 Remarks:²⁰

¹⁴Specify whether the person responsible for placing the product on the market:

- (a) manufactures the dosage form;
- (b) packages and / or labels a dosage form manufactured by an independent company; or
- (c) is involved in none of the above

¹⁵ This information can be provided only with the consent of the product – license holder or, in the case of non-registered products, the applicant. Non-completion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

¹⁶ This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

¹⁷ This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

¹⁸ In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.

¹⁹ ²⁰ Please indicate the reason that the applicant has provided for not requesting registration:

- (a) The product has been developed exclusively for the treatment of conditions – particularly tropical diseases – not endemic in the country of export.
- (b) The product has been reformulated with a view to improving its stability under tropical conditions.
- (c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import
- (d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient
- (e) Any other reason, please specify.

- i. Does the certifying authority arrange for periodic inspection of the manufacturing plant in which the dosage form is produced?

yes/no/not applicable²¹ (key in as appropriate)

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

3.2 Has the manufacture of this type of dosage form been inspected? yes/no (key in as appropriate)

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?²²

yes/no/not applicable²³ (key in as appropriate)

- ii. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product? ²⁴

yes/no (key in as appropriate)

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

Signature:

Stamp and date:

²¹ Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.

²² The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).

²³ This section is to be completed when the product – license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

The layout for this Model Certificate is available on diskette in Word Perfect from the Division of Drug Management and Policies, World Health Organization, 1211 Geneva 27, Switzerland.

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

FORMS OF INTEGRITY

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY/ CODE OF CONDUCT AND COMPLIANCE PROGRAMME

(Made under Regulation 78 (2) of GN 446 of 2013)

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

MEMORANDUM (Format 1)

Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 466 of 2013)

We, [*insert name of company/supplier*], place 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.

We have 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 our management and employees, as well as by all third parties working with us 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 attached²⁴.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

²⁴Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications 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 No. 446 of 2013)

We [*insert name of company/supplier*] has issued, for the purposes of this tender, a Compliance Program copy attached²⁵ -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by our management 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: _____

²⁵Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications 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:

1. 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
2. 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

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.

Number	Description	Quantity	Delivery schedule (shipment) in weeks

TECHNICAL SPECIFICATIONS

[Text of Technical Specifications to be inserted in the Tendering Documents by the Procuring Entity, as applicable.]

TECHNICAL SPECIFICATIONS: PHARMACEUTICALS

TECHNICAL SPECIFICATIONS: CONDOMS

TECHNICAL SPECIFICATIONS: VACCINES

Sample Technical Specifications

PHARMACEUTICALS

1.	Product and Package Specifications	1.1	The Goods to be purchased by the Purchaser under this Invitation for Tenders are included in the Purchaser's current national essential drugs list or national formulary. The required packing standards and label must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards contained in "Good Practices in the Manufacture and Quality Control of Drugs.")
		1.2	Product specifications indicate dosage form (e.g., tablet, capsules, dry syrup, liquid, ointment, injectable, emulsion suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia: [The procuring entity should specify an accept Pharmacopoeia standard from one of the following: the British Pharmacopoeia, the United States Pharmacopoeia, the French Pharmacopoeia, the International Pharmacopoeia or the European Pharmacopoeia, the latter particularly for raw materials.] The standards will be the latest edition unless otherwise stated by the Purchaser or other if applicable. In case the pharmaceutical product is not included in (the specified compendium, but included in the Purchasers, national essential drug list, the Purchaser should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference, standards and testing protocols to allow for quality control testing.
		1.3	Not only the pharmaceutical item, but also packaging and labelling components (e.g., bottles, closures, and labelling) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the United Republic of Tanzania. All packaging must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national Regulatory Authority (RA). The Purchaser should specify any additional special requirements.
		1.4	All labelling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.
		1.5	Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on

			labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
		1.6	Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the tender of the prescriber's information for any specific goods the Purchaser may request.
2.	Labelling Instructions	2.1	<p>The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:</p> <ul style="list-style-type: none"> a) the international non-proprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name; b) dosage form, e.g., tablet, ampoule, syrup, etc.; c) the active ingredient "per unit, dose, tablet or capsule, etc."; d) the applicable pharmacopoeia standard; e) the Purchaser's logo and code number and any specific colour coding if required; f) content per pack; g) instructions for use; h) special storage requirements; i) batch number; j) date of manufacture and date of expiry (in clear language, not code); a) name and address of manufacture; and b) any additional cautionary statement.
		2.2	The outer case or carton should also display the above information.
3.	Case Identification	3.1	<p>All cases should prominently indicate the following:</p> <ul style="list-style-type: none"> a) Purchaser's line and code numbers; b) the generic name of the product; c) the dosage form (tablet, ampoule, syrup); d) date of manufacture and expiry (in clear language not code); e) batch number; f) quantity per case; g) special instructions for storage; h) name and address of manufacture; and i) any additional cautionary statements.
		3.2	No case should contain pharmaceutical products from

			more than one batch.
4.	Unique Identifiers	4.1	The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets, and ampoules and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.
5.	Standards of Quality Control for Supply	5.1	The successful Supplier will be required to furnish to the Purchaser: <ul style="list-style-type: none"> a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis; b) Assay methodology of any or all tests if requested; c) Evidence of bio-availability and/or bio- equivalence for certain critical Goods upon request. This information would be supplied on a strictly confidential basis only; and d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
		5.2	The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms.

Sample Technical Specification

VACCINES

		Option A	
1.	Product Qualification Requirements	1.1	<p>The Goods to be purchased by the Purchaser under this Invitation for Tenders must be produced under the control of a recognized, well-functioning National Control Authority (NCA) for biologicals, which performs all six critical functions as defined by the World Health Organization (WHO):</p> <ul style="list-style-type: none"> a) licensing based on published set of requirements b) surveillance of vaccine field performance c) system of lot release for vaccines d) use of laboratory when needed e) regular inspections for good manufacturing practices (GMP) f) evaluation of clinical performance. Or state the following:
		Option B	
		1.1	The Goods under this Invitation for Tenders should be purchased from WHO-approved sources only.
		1.2	The Goods to be purchased by the Purchaser under this Invitation for Tenders must be produced in accordance with the GMP recommendations of WHO for biological products.
		1.3	The Goods to be purchased by the Purchaser under this Invitation for Tenders must be registered by the National Control Authority (NCA) of the United Republic of Tanzania.
2.	Product Specifications	2.1	Dosage form (e.g.: oral or injectable; liquid or freeze dried with sterile diluents packed separately, etc.).
		2.2	Type (e.g.: "live attenuated," "manufactured from purified inactivated (...) obtained from human plasma or manufactured using recombinant DNA technology," etc.).
		2.3	Administration (e.g.: "intended for intramuscular injection," etc.).
		2.4	Description of intended use (e.g.: "immunization of newborn infants," etc.).

		2.5	Dosage size (if not restrictive), or expected immunogenic reaction (e.g.: each dose shall contain that amount of Hbsag protein with micrograms/ml specified by the manufacturer for newborn dosage, that when given as part of a primary immunization series [3 doses] is capable of producing specific humoral antibody [anti HBs] at a level of at least 10 milli international units in >-90 percent of recipients," etc.).
		2.6	Dose package (e.g.: "5 infant dose sterile glass vials," etc.).
		2.7	Filling volume (e.g.: "final product should contain 15% overfill," etc.).
		2.8	Closures (e.g.: "vaccine vials shall be fitted with closures that conform to ISO standard 8362-2").
		2.9	Storage temperature (e.g.: '2-8 degrees C. Do not freeze," or as appropriate, etc.).
		2.10	The product should remain stable up to the indicated test expiry date if kept according to the required storage temperature.
		2.11	Standards (e.g.: 'The vaccine should conform to standards established by the United Republic of Tanzania or, where no standard has been adopted, meet current requirements published by the WHO Expert Committee on Biological Standardization, or requirements of an established body of equivalent stature such as the U.S. Pharmacopoeia, the British Pharmacopoeia, the French Pharmacopoeia, or the International Pharmacopoeia").
3.	Labelling Requirements	3.1	Each vial or ampoule shall carry the manufacturer's standard label in the Swahili language at no extra charge; otherwise, the label shall be in English.
		3.2	Each vial or ampoule label shall state the following: <ul style="list-style-type: none"> (a) name of the vaccine; (b) name of the manufacturer; (c) place of manufacture; (d) lot number; (e) composition; (f) concentration; (g) dose mode for administration; (h) expiration date; (i) storage temperature; and (j) any other information that is appropriate.

		3.3	All labelling shall withstand immersion in water and remain intact.
4.	Packing Requirements	4.1	Inner boxes: Inner Boxes shall contain not more than (number) individual vials/ampoules and shall be constructed of sturdy white cardboard outfitted with individual segments for protecting and separating each vial/ampoule.
		4.2	Printed materials: Each inner box shall contain at least (number) manufacturer's standard package inserts in the Kiswahili language at no extra charge; otherwise, package insert shall be in English.
		4.3	Over packing: Inner boxes shall be over packed so that the vaccine remains refrigerated as designated in Clause 2.9. The over packing must be suitable for export handling and be in accordance with WHO Expanded Program of Immunization (EPI) Guidelines on International Packaging and Shipping of Vaccines including all measures needed to maintain required temperatures for seventy-two (72) hours. It must have adequate insulation and sufficient refrigerant to ensure that the warmest storage temperature of the vaccine does not rise above that designated in sub-Clause 2.9 when exposed to continuous outside temperature of +43 degrees C, nor fall below that specified of -20 degrees C during transit and for a period of at least twenty-four (24) hours after arrival at the airport destination. Additional cushioning shall be provided sufficient to protect the vials/ampoules from breakage during transit and handling.
		4.4	Exterior shipping cartons: Product and printed materials, packaged as described above, shall be packed in weather-resistant, triple-wall corrugated fiberboard cartons with a bursting test strength of not less than 1,900 kPa. The overall dimensions of the exterior shipping cartons should be such that the product does not become damaged during transportation and storage. No shipping carton should contain vaccine from more than one lot.
		4.5	Cold chain monitor cards: Each insulated shipping container must include appropriate temperature-monitoring devices designated by the Purchaser. (a) At least two suitable cold chain monitor cards, as approved by the Purchaser, shall be packed in each transport case of vaccine. (b) Freeze watch indicators shall be included in each transport case at the direction of Purchaser.

5.	Marking Requirements	5.1	<p>All containers and invoices must bear the following information:</p> <ul style="list-style-type: none"> a) the name of the vaccine; b) expiration date of the vaccine; and c) appropriate storage temperature.
		5.2	<p>Inner boxes: The inner boxes containing vaccine vials or ampoules shall be marked with the following information in a clearly legible manner that is acceptable to the Purchaser:</p> <ul style="list-style-type: none"> (a) Generic name and trade name of the vaccine; (b) Manufacturer's name and trade registered address; (c) Manufacturer's national registration number; (d) Lot or batch number; (e) Composition and concentration; (f) Number of vials contained in box; (g) Expiration date (month and year in clear language, not code); (h) Instructions for storage and handling; and (i) Place of manufacture (Made in _____).
		5.3	<p>Exterior Shipping Cartons: The following information shall be stenciled or labelled on the exterior shipping cartons on two opposing sides in bold letters at least 30mm high with waterproof ink in a clearly legible manner that is acceptable to the Purchaser.</p> <ul style="list-style-type: none"> (a) Generic name and trade name of the vaccine; (b) Lot or batch number; (c) Expiration date (month and year in clear language, not code); (d) Manufacturer's name and registered address; (e) Manufacturer's national registration number; (f) Destination airport and routing; (g) Consignee's name and address in full; (h) Consignee contact name and telephone number; (i) Number of vials or ampoules contained in the carton; (j) Gross weight of each carton (in kg); (k) Carton # _____ of _____; (l) Instructions for storage and handling; (m) Contract number; and (n) Place of manufacture (Made in _____).

<p>6.</p>	<p>Quality Control for Supply</p>	<p>6.1</p>	<p>All goods must:</p> <ul style="list-style-type: none"> a) meet the requirements of manufacturing legislation and regulation of vaccines in the country of origin; b) meet internationally recognized standards for safety, efficacy, and quality; c) conform to all the specifications and related documents contain herein; d) be fit for the purposes expressly made known to the Supplier by the Purchaser; e) be free from defects in workmanship and materials; and f) be certified by a competent authority in the manufacturer's country according to resolution WHA 28-65(2), of the WHO release certificate.
		<p>6.2</p>	<p>The Supplier will be required to furnish to the Purchaser with each consignment:</p> <ul style="list-style-type: none"> (a) A certificate of quality control and test results in conformity with the WHO release certificate; (b) Assay methodology of any or all tests if required; and (c) Evidence of basis for expiration dating and other stability data concerning the commercial package upon request.
		<p>6.3</p>	<p>Pre-shipment inspection and testing: The Supplier will be required to provide the Purchaser or his representative with access to the product as packed for shipment at the sellers' factory and/or warehouse mutually agreeable time prior to shipment of the product.</p> <ul style="list-style-type: none"> (a) The Purchaser may inspect and sample, or cause to be sampled, such product. (b) The Purchaser may cause independent laboratory testing to be performed as deemed necessary to ensure that the Goods conform to prescribed requirements. The testing laboratory shall be the Purchaser's choice and suitably equipped and qualified to conduct quality control test on biological products.

Sample Technical Specifications

CONDOMS

1.	Product and Package Specifications	1.1	The Goods must conform to the manufacturer's current standards for condoms and specified in line with the ISO 4074 Standard for Latex Rubber Condoms.
		1.2	The specifications for the Goods shall indicate critical factors, i.e., bursting volume and pressure, freedom from holes, width and length, thickness, lubricant quality, and viscosity.
		1.3	The Goods and packaging and labelling components shall meet the standards specified in the latest WHO specification, including batch-by-batch independent quality control laboratory tests.
		1.4	Condoms should be shipped in special containers to ensure stability in transit from point of shipment to port/air port of entry and point of destination for CIP deliveries. Any special temperature requirements must be designed to meet the climatic conditions prevailing in the United Republic of Tanzania, and the Purchaser should advise the Supplier of any particular requirements.
2.	Labelling	2.1	The primary pack should be labelled in accordance with the latest WHO specifications and include: <ul style="list-style-type: none"> a) Manufacturer's name; b) Batch number (printed at the time of packaging), c) Month and year of expiry; and d) Any other information as requested by the Purchaser.
		2.2	The secondary packing, i.e., the inner box, should be labelled in accordance with the latest WHO specifications and include: <ul style="list-style-type: none"> (a) Batch number; (b) Month and year of manufacture (including the words: Date of Manufacture/month/year); (c) Manufacturer's name and registered address; (d) Nominal width expressed in millimetres; (e) Number of condoms in box; (f) Instructions for storage; and

			(g) Month and year of expiry.
3.	Packaging Specification	3.1	All exterior shipping cartons and packaging must comply with the latest WHO specification packaging of condoms.
4.	Case Identification	4.1	All cases should predominantly indicate the following: <ul style="list-style-type: none"> a) Batch number; b) Month and year of manufacture (including words: Date of Manufacture/month/year); c) Name and address of supplier; d) Nominal width expressed in millimetres; e) Number contained in the carton; f) Instructions for storage and handling; and g) Month and year of expiry.
5.	Lot Traceability	5.1	All exterior shipping cartons for each batch should be assembled and shipped together to facilitate monitoring of batch quality during shipping storage.
		5.2	Both codes should be used on exterior ship cartons, colour coded for ease of identification if requested by the Purchaser.
6.	Unique Identifiers	6.1	The Purchaser will have the right to request the Supplier to imprint, provided the quantity justifies it, a logo a packaging of the condoms. The design and details will be clearly indicated at the time of bidding and shall be provided to the Supplier at the time of contract award.
7.	Standards of quality control for Supply	7.1	The Supplier will be required to provide the Purchaser with access to its manufacturing facilities to inspect Compliance with the GMP requirements and quality Supply control mechanisms.
8.	Quality control Testing	8.1	The Supplier shall be required to carry out testing of a proposed shipment in line with the WHO specification, and the size of sample will be calculated by reference to ISO 2859-1. With each consignment the Supplier must provide a certificate of quality control test results in conformity with the WHO specifications and in accordance with the general sampling levels appropriate to each feature as necessary.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

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<p>1. Definitions</p>	<p>1.1</p>	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <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) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. c) "Day" means calendar day. d) "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. e) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC 11.2. f) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution. g) "End User" means the organization(s) where the goods will be used, as named in the SCC. h) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. i) "GCC" means the General Conditions of Contract contained in this section. j) "SCC" means the Special Conditions of Contract. k) "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. l) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law. m) "The Contract" means the agreement entered into between the Purchaser 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.
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		<p>n) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>o) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>p) "The Final Destination " where applicable, means the place or places named in the SCC.</p> <p>q) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</p> <p>r) "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>s) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>t) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.</p>
<p>2. Application and Interpretation</p>	<p>2.1</p>	<p>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</p>
	<p>2.2</p>	<p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p>
	<p>2.3</p>	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> a) Form of Agreement, b) Letter of Acceptance c) Negotiation Minutes d) Form of Tender e) Special Conditions of Contract,

		<p>f) General Conditions of Contract,</p> <p>g) Specifications</p> <p>h) Completed Schedules (including Price Schedules), and</p> <p>i) Any other document listed in the SCCs forming part of the Contract.</p>
3. Condition 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 shall be written in the language specified in the SCC . Subject to this clause, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
5. Applicable Law	5.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC .
6. Country of Origin	6.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the SCC .
	6.2	For purposes of this Clause, "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 product results that is substantially different in basic characteristics or in purpose or utility from its components.
	6.3	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	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision

Information; Inspection and Audit by the Government of Tanzania		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 so 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. Certification of Goods in Accordance with Laws of the United Republic of Tanzania	9.1	If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the SCC . The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
	9.2	Unless otherwise specified in the SCC , the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
	9.2	If thirty (30) days, or such longer period specified in the SCC , elapse from the date of Contract signing and the Contract has not become effective pursuant to GCC 9.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
10. Performance Securities	10.1	The Performance Securing declaration or Performance Security 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 completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11. Inspections and Tests	11.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC . Subject to GCC 11.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser
	11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC 11.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated

		<p>representative to attend the test and/or inspection.</p> <p>(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p> <p>(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>(c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination</p>
	11.5	<p>Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by GCC11.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party</p>
	11.6	<p>The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p>

	11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC11.4 .
	11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC11.7 , shall release the Supplier from any warranties or other obligations under the 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 the SCC or Technical Specifications, 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 and/or other documents to be furnished by the Supplier are specified in the 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..
	13.3	Documents to be submitted by the Supplier are specified in the 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 .
	14.2	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
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 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.
	15.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
16. Incidental Services	16.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC .
	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. Warranty	17.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC ; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
	17.2	The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
	17.3	In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
	17.4	If, after being notified that the defect has been confirmed pursuant to GCC 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC , the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
	17.5	In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or

		destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
18. Patent and Copy Rights	18.1	<p>The Supplier shall, subject to the Purchaser's compliance with GCC18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
	18.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC18.1 , the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	18.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	18.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	18.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses,

		which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
19. Limitation of Liability	19.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 18,</p> <p>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</p> <p>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.</p>
20. Change of Laws and Regulations	20.1	Unless otherwise specified in the Contract, if after the date of 28 days prior to the deadline date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 22 [Prices] .
21. Payment	21.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC .
	21.2	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.
	21.3	Payments shall be made promptly by the Purchaser, in the mode of payment specified in the SCC , but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	21.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the 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.
	21.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 21.4.
22. Prices	22.1	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.
	22.2	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 the SCC or in the Purchaser's request for tender validity extension, as the case may be.
	22.3	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 .
23. Change Orders and Contract Amendments	23.1	The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> a) 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.
	23.2	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.
	23.3	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.
	23.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC , any variation to the contract resulting from a value engineering proposal agreed between the parties
24. Extensions of Time	24.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC13 [Delivery and Documents], the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract
	24.2	Except in case of Force Majeure, as provided under GCC30 , a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC28 [Liquidated Damages], unless an extension of time is agreed upon, pursuant to GCC24.1
25. Assignment	25.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
26. Subcontracting	26.1	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.
27. Delays in the Supplier's Performance	27.1	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.
	27.2	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.

	27.3	Except as provided under GCC 30 [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 86 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 27.2 without the application of liquidated damages.
28. Liquidated Damages	28.1	Subject to GCC 30 [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 the 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 percentage specified in the SCC . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC 29 [Termination for Default].
29. Termination for Default	29.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) if 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 27 [Delays in the Supplier’s Performance]; or b) if the Goods do not meet the Technical Specifications stated in the Contract; or c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“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;</p> <p>“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</p>

		<p>corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a 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 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>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>e) if the Supplier fails to perform any other obligations) under the Contract.</p>
	29.2	<p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 29.1, 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.</p>
30. Force Majeure	30.1	<p>Notwithstanding the provisions of GCC 27 [Delays in Supplier Performance], GCC28 [Liquidated Damages] and GCC 29 [Termination for Default], the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
	30.2	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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, 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.</p>

31. Termination for Insolvency	31.1	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 that has accrued or will accrue thereafter to the Purchaser.
32. Termination for Convenience	32.1	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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	32.2	<p>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 prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> 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.
33. Settlement of Disputes	33.1	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.
	33.2	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.
	33.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC .
	33.4	<p>Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

		b) the Purchaser shall pay the Supplier any monies due the Supplier.
34. Notices	34.1	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 the SCC .
	34.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
35. Taxes and Duties	35.1	A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.
	35.2	A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.
	35.3	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.
36. Suspension of Financing	36.1	In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> a) The Purchaser is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice. b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 21.3 [Payment], the Contractor may immediately issue a 14-day termination notice.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (**SCC**) shall supplement the General Condition Contract (**SCC**). 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.

*[Instructions for completing the **SCC** are provided as needed in the notes in italics mentioned for the relevant **SCC**. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]*

SCC Number	Information/Data Required	GCC 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.	End User	1.1 (h)	The end user is: <i>[insert, if applicable, the organization(s) stated in the Schedule of Requirements, where the Goods will be used].</i>
3.	Final Destination	1.1 (p)	The Final Destination is/are: <i>[insert, if applicable, identity of Final Destination, street address and city, or insert "as specified in the Schedule of Requirements"]</i>
4.	Name of Purchaser	1.1 (q)	The Purchaser is: <i>[insert name, address and telephone, cable or facsimile numbers of Purchaser and address].</i>
5.	Name of Supplier	1.1 (t)	The Supplier is: <i>[insert name, address and telephone, cable or facsimile numbers of the supplier]</i>
6.	Other Documents Forming the Contract	2.3(i)	List other documents that form part of the contract if any: a)..... b)..... c)..... <i>Otherwise State Not Applicable</i>
7.	Conditions Precedent	3.1	Conditions Precedent to Contract Effectiveness <i>(List down if any Otherwise State Not Applicable)</i>
8	Country of Origin	6.1	The Country of origin is <i>[insert name of the country of origin]</i>
9.	Date for Meeting Condition Precedent	3.2	Date for meeting condition precedent is <i>[insert date]</i>
10.	Governing Language	4.1	Governing language shall be: <i>(insert Applicable language)</i>
11.	Governing Law	5.1	The Contract shall be interpreted in accordance with the laws of the: <i>(insert United Republic of Tanzania).</i>

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
12.	Certification of Goods	9.1	<i>[insert details of registration and other certification necessary to prove registration in the united Republic of Tanzania]</i>
13.	Effective date of Contract	9.2	The Effective Date of the Contract is: <i>[insert date of Contract signing if EITHER: (i) the Goods have already been registered at the time of Contracting signing OR (ii) registration of the Goods is not a requirement under the Applicable law. Otherwise, delete and insert “NOT USED.”]</i>
14.	Time Period	9.3	The time period shall be: <i>[insert a number greater than 30 days]. [if not used, delete and insert “NOT USED”]</i>
15.	Performance Security/Performance Securing Declaration	10.1	(Performance Security/ Performance Securing Declaration) 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>
16,	Discharge of Performance Security	10.3	Discharge of the Performance Security shall take place in accordance with GCC 15.6. <i>[Insert: any additional requirement related to the discharge of the performance security]</i>
17.	Inspection and Tests	11.1 & 11.2	List down all Inspections and Tests to be carried out 1..... 2..... 3.
18.	Packing Requirements	12.2	<i>[insert any necessary additional requirements with respect to packing and marking or state that additional requirements are indicated in the Technical Specifications.]</i>
19.	Delivery and Documents	13.1 & 13.3	Sample provision (CIF / CIP terms) For Goods supplied form abroad: Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <ul style="list-style-type: none"> i) three originals and two copies of the Supplier's invoice, showing Purchaser as [<i>enter correct description of Purchaser for customs purposes</i>]; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal. ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [<i>enter correct number of Purchaser for customs purposes</i>] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; iii) four copies of the packing list identifying contents of each package; iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; vi) one original of the Supplier's Certificate of Origin covering all items supplied; vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); <p>For goods shipped by sea the following documents to be submitted immediately by email and original documents to be submitted at least 14 days prior to ship arrival.</p> <ul style="list-style-type: none"> viii) Certificate of analysis/ conformity for medical supplies and equipments to be included as the delivery document ix) EFD receipt to be included for VAT registered suppliers (local) x) Endorsed Import permit to be included in the delivery documents for imported

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>goods.</p> <p>xi) any other procurement-specific documents required for delivery / payment purposes.</p> <p>For Goods from within the United Republic of Tanzania.</p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <p>(i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;</p> <p>ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [<i>enter correct name of Purchaser for customs purposes</i>] and delivery through to final destination as stated in the Contract.</p> <p>iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary,</p> <p>iv) four copies of the packing list identifying contents of each package;</p> <p>v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>vi) one original of the Supplier's Certificate of Origin covering all items supplied'</p> <p>vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>viii) other procurement-specific documents required for delivery / payment purposes.</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 14) above.</p>
20.	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 (only if contract placed on CIF or CIP BASIS]

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
21.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 15[Transportation] 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>
22.	Warranty of Goods	17.1	<i>[Insert necessary and appropriate Clauses]</i> Or <i>State there are no SCC applicable to GCC</i>
23.	Period for the Replacement of Defective Goods	27.4	The period for the replacement of defective goods is: <i>[insert period for replacement of defective goods]</i> .
24.	Payment to be made to the Supplier	21.1, 21.3& 21.4	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: Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> in the following manner: i) On Shipment: Eighty (80) percent of the shipped goods price shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13 or, alternatively, at the Supplier's option, within thirty (30) days of submission of documents specified in GCC Clause 13 above by direct bank transfer to the Supplier's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Purchaser are for the account of the Purchaser. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault, or default on behalf of the Supplier, are for the account of the Supplier. Remaining twenty (20) percent of the shipped goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, tamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. or ii) On delivery and acceptance hundred

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>(100) percent of the shipped goods price shall be paid through telegraphic transfer.</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made as follows:</p> <p>i) On delivery and acceptance: Hundred (100) percent of the received goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
25.	Currency of Payment	21.5	List down the Currencies of Payments
26.	Prices	22.1	<p>Prices shall be: <i>[fixed and firm for the duration of the Contract].</i> OR Prices shall be: <i>[adjusted in accordance with provisions in the Attachment to SCC]. [To be inserted only if price is subject to adjustment.]</i></p>
27.	Liquidated Damages	28.1	<p>Applicable rate: <i>[insert between 0.1 percent and 0.2 percent per day of undelivered goods' value]</i></p> <p>Maximum deduction: <i>is equal to the performance security</i></p>
28.	Dispute Resolution Mechanism	33.2	In the case of a dispute between the Purchaser and a Supplier who is a national of the United Republic of Tanzania, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania
29.	Notices	34.1	<p>The Purchaser's address for notice purposes: <i>[insert the address]</i></p> <p>The Supplier's address for notice purposes: <i>[insert the address]</i></p>

**Special Conditions of Contract
PHARMACEUTICALS**

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of pharmaceuticals.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and Documents	13.1 & 13.3	<p><i>For Goods supplied from abroad:</i></p> <ul style="list-style-type: none"> (ii) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied. (iii) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.

Special Conditions of Contract
VACCINES

(Additional Clauses)

The below data should be included in the **SCC** used in Tendering Documents for the procurement of vaccines

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and Documents	13.1 & 13.3	<p><i>For Goods supplied from abroad:</i></p> <ul style="list-style-type: none"> (ii) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped. (iii) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies. <p><i>For Goods from within the United Republic of Tanzania:</i></p> <p>One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.</p>
	Warranty of Goods	17.1	<p>The Purchaser reserves the right to request evidence of bio-availability and/ or bio-equivalence data and / or evidence of the basis for expiration dating and other stability data concerning the goods to verify shelf life claimed for the Goods.</p> <p>If an adverse event following immunization (AEFI) occurs in the United Republic of Tanzania and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the United Republic of Tanzania, take steps to advise the supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used.</p>

Special Conditions of Contract

CONDOMS

The following SCC shall supplement the GCC in the procurement of condoms. 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 parent theses.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Inspection and Tests	11.1 & 11.2	(a) The Supplier shall test batches of Goods ready for shipment in accordance with the WHO specification. The size of the sample for testing will be calculated y reference to ISO 2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of such tests.
	Delivery and Documents	13.1 & 13.3	<p><i>For Goods supplied from abroad:</i></p> <p>(ix) <u>original copy of quality control tests for each consignment as stated in SCC 9 above.</u></p> <p>(x) original copy of the certificate of inspection furnished to Supplier by nominated inspection agency and six copies.</p> <p>[where separate inspection is required]</p> <p><i>For Goods from within the United Republic of Tanzania:</i></p> <p>i) Certificate of in-house analysis.</p>

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security/Performance Securing Declaration and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award. The section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract

1. 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 Supplier]**

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER
[insert number of contracts] FOR [insert description]

Reference is made to the above subject matter. The submitted tenders were evaluated according to the criteria stated in the tender document. In accordance with the requirements of Public Procurement Act, Cap 410, 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 reasons¹

- 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 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:

¹Insert 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.

1. Letter of Acceptance

[Letter head paper of the PE]

[date]

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

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 Contract Number *[insert Contract number and description, as given 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 by us.

You are requested to furnish the Performance Securing Declaration or Performance Security²⁶ within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form 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 the Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority,

²⁶Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference.

2. 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:

PERFORMANCE SECURING DECLARATION²⁷

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 Contractor 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 in accordance with the Term and Conditions therein.

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)

²⁷Used as an alternative performance security for Contracts whose value falling under Regional Exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

Performance Security Form (Bank Guarantee)

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

Date: *[insert: date]*

IFT; *[insert: name or number of IFT]*

Contract:*[insert: name or number of Contract]*

To: *[insert name and address of Purchaser]*

Dear Sir or Madam:

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]

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

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 _____

Bank Guarantee Form for Advance Payment

Date: *[insert date]*
IFT: *[insert name and number of IFT]*
Contract: *[insert name and number of Contract]*

To: *[insert name and address of Purchaser]*

Dear Sir or Madam

In accordance with the payment provision included in the Special Conditions of Contract (SCC), which amends GCC 23 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]