



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



Standard Tendering Document

for

Disposal of Public Assets

Public Procurement Regulatory Authority
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TANZANIA

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Preface

Disposal of public assets by the tender 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 Attorney General (OAG) and other professional bodies, for use by Procuring Entities (PEs) for the disposal of public assets by tender through National and International Tendering and other appropriate procedures.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in public entities using public funds in accordance with the provisions of the Public Procurement Act and the Public Procurement Regulations, 2013.

The Procuring Entities are required to comply with the Public Procurement Regulations 2013- GN No. 446 prior to commencing the process of disposing public assets by tender.

To obtain further information on disposal of public assets by tender, contact:

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List of Abbreviations

AGC	Attorney General Chamber
Cap	Chapter
FY	Financial Year
GCC	General Conditions of Contract
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet
TANePS	Tanzania National e-Procurement System

Guidance Notes on the Use of this Standard Tender Document

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist a Procuring Entity (PE) in the preparation of a Tender Document for disposal of public assets using this Standard Tendering Document for Disposal of Public Assets by Tender under National and International Competitive Tendering and other appropriate procedures. The PE should also refer to the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

The STD is divided into three parts and has Ten (10) Sections, of which Section II- Instructions to Tenderers and Section VIII-General Conditions of Contract - shall not be altered or modified under any circumstances.

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

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

Parts and Sections of the STD and how a PE should use them when preparing a particular Tender Document for Disposal of Public Assets by Tender are described hereunder;

PART 1 – TENDERING PROCEDURES

Section I. Invitation for Tender (IFT)

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, the assets to be disposed and deadline for tender submission. Likewise, information on how the tendering documents are to be obtained by prospective Tenderers and the eligibility requirements by Tenderers 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 has accessed 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 qualifications of the Tenderer to perform the contract.

Section V. Tendering Forms

This Section includes the forms for the Tender Submission as well as the Tender Security, 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. Description of assets

This section contains the description of the asset(s) to be disposed which shall be provided by the Procuring Entity prior to the issuance of the documents.

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 or Securing Declaration shall be completed and submitted by the successful Tenderer before the contract is signed and where advance payment is required, Advance Payment Security shall be completed and submitted. It also contains the Letter of Intention to Award the Contract, which is not part of the contract forms.

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS

[Insert Logo]

[Insert Name of Procuring Entity]

Tender No

for

[Insert title or brief description of the assets]

Invitation for Tenders

Date:

1. The Government of Tanzania through [insert name of Procuring Entity] intends to dispose [insert the description of asset(s)]. The [insert description of asset(s)] are disposed on “as is, where is” basis and the procuring entity shall have no further liability after sale.
2. The [insert name of procuring entity] now invites Tenders for the purchase of [insert description of asset(s)].
3. Tendering will be conducted through the [insert method of procurement]¹ procedures specified in the Public Procurement Regulations, 2013– GN No. 446 and is open to all Tenderers as defined in the Regulations.
4. Interested Tenderers may inspect the [insert description of asset(s)] at [insert location for inspection] on [insert date(s) for inspection] from [insert hours for inspection].
5. Interested eligible Tenderers may obtain further information by accessing a complete set of the Tendering Documents in [insert language of the tender documents] through TANEPS.
6. Tenderers are required to register and pay tender participation fee as required through TANEPS to be able to participate in this tendering process.
7. All Tenders shall be accompanied by a Tender Security [if Tender security is required] in an acceptable form in the amount of [insert the amount in local currency] or freely convertible currencies.

¹Method could be National Competitive Tendering, International Competitive Tendering or any other competitive bidding method approved by the appropriate tender board.

8. All tenders shall be properly filled in and submitted through TANEPS at or before *[insert time and date]*. Tenders will be opened promptly thereafter through TANEPS and opening details will be available to the public through the system.
9. Tenders not received through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

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

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet(TDS) invites Tenders for disposal of asset(s) as specified in the TDS and Section VII, Description of Asset(s). Tenders are invited for an estimated quantity as specified in the TDS .
	1.2	The successful Tenderer will be expected to pay and collect the assets within the period specified in the TDS .
	1.3	Tendering will be conducted through method of procurement specified in the TDS
	1.4	Unless otherwise stated through this tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).
2. Eligible Tenderers	2.1	The Invitation for Tenders (IFT) is open to all tenderers except where it is specified otherwise in this tendering document. A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 2.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereafter referred to as JVCA).
	2.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS , there is no limit on the number of members in a joint venture, consortium, or association.
	2.3	The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the PE.
		The appointment of lead Member in the JVCA shall be confirmed by submission of a valid power of attorney to the PE.
	2.4	A Tenderer 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 process, if they: (a) Are associated or have been associated in the past,

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		<p>directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for valuation of assets, and other documents to be used in the disposal process.</p> <p>(b) have the same legal representative for purposes of this Tender; or</p> <p>(c) 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 process; or</p> <p>(d) submit more than one Tender in this tendering process.</p>
	2.5	<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 or the Tenderer is debarred and blacklisted in accordance with the Public Procurement Act, or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a , 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 company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
	2.6	<p>Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the disposal</p>

		contract effectively.
	2.7	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
3. One Tender per Tenderer	3.1	A Tenderer shall submit only one tender, either individually or as a partner in a joint venture.
	3.2	A Tenderer who submits or participates in more than one tender will cause all the tenders in which the Tenderer has participated to be disqualified.
4. Referential Tenders	4.1	A Tenderer who submits a tender making a reference to other Tenderers' price shall cause its tender to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
6. Inspection of Asset(s)	6.1	The prospective Tenderers are advised to inspect asset(s) in liaison with the PE before they Tender. This will enable them to arrive at the most competitive Tender.
	6.2	Tenders are based on "as is, where is" basis and the conditions of the assets are not warranted by the PE.
	6.3	The place and time for the inspection of asset(s) shall be as described in the TDS .
B. Tender Documents		
7. Content of the Tendering Documents	7.1	<p>The assets to be disposed, tendering procedures, and Contract terms are prescribed in the Tendering Documents. Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT9.2 include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p style="padding-left: 40px;">Section II - Instructions to Tenderers (ITT).</p> <p style="padding-left: 40px;">Section III - Tender Data Sheet (TDS).</p> <p style="padding-left: 40px;">Section IV – Qualification and Evaluation Criteria.</p> <p style="padding-left: 40px;">Section V - Tendering Forms.</p> <p style="padding-left: 40px;">Section VI - Eligible Countries.</p> <p>PART 2: ASSETS TO BE DISPOSED</p> <p style="padding-left: 40px;">Section VII - Description of assets</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>
	7.2	The “Invitation for Tender” (IFT)(Section I) issued by the PE does not form part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation to Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.
	7.3	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from TANEPS.
	7.4	The Tenderer is expected to examine all instructions, forms, terms and conditions in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer’s risk and may result in the rejection of its tender.
8. Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through TANEPS no later than seven (7) days prior to the deadline for submission of Tenders prescribed in ITT 21.1 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. The response shall include a description of the inquiry, but without identifying its source
	8.3	Should the PE deem it necessary to amend the documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents]
9. Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Document pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through TANEPS to the participating Tenderers.

	9.3	In order to allow prospective Tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT21.2 [Deadline for Submission of Tenders]
C. Preparation of Tenders		
10. Language of Tender	10.1	The tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written or in electronic forms that provide record of the content of communication in the language specified in the TDS . Supporting documents and printed literature furnished by the Tenderers may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the tender, the translation shall govern.
11. Documents Constituting the Tender	11.1	The Tender prepared by the Tenderer shall constitute the following components: <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT 13 [Form of Tender] and ITT 14 [Tender Prices]; b) Documentary evidence established in accordance with ITT12 [Documents Establishing Eligibility of the Tenderer] that the Tenderer is eligible to Tender; c) Tender Security or Tender Securing Declaration furnished in accordance with ITT 17 [Tender Security]; d) Dully notarized Power of Attorney (in the Format provided in Section V- Tendering Forms) in case of a firm, authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.2 [Format and Signing of Tender]; e) Any other document required in the TDS.
12. Documents Establishing Eligibility of the Tenderer	12.1	Pursuant to ITT 11[Documents Constituting the Tender], the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender as listed in the TDS .
13. Form of Tender	13.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
14. Tender Prices	14.1	The prices quoted by the Tenderer in the Form of Tender and in the Schedule of Prices shall conform to the requirements specified in ITT 14.2 and 14.3.

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	14.2	All items in the description of asset(s) must be listed and priced separately in the Schedule of Prices. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Schedule of Prices shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
	14.3	The price to be quoted in the Form of Tender, in accordance with ITT 14.1 shall be the total price of the Tender.
15. Tender Currencies	15.1	For any public assets to be sold the prices shall be quoted in Tanzanian Shillings, unless otherwise specified in the TDS .
	15.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT15.1 shall be the selling rates for similar transactions established by the Bank of Tanzania prevailing on the date 28 days prior to the deadline for submission of tender.
16. Tender Validity Period	16.1	Tenders shall remain valid for the period specified in the TDS after the date of the Tender submission deadline prescribed by the PE pursuant to ITT 21 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
	16.2	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.
	16.3	A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify its Tender, and its Tender Security will remain in the custody of the PE.
17. Tender Security	17.1	Pursuant to ITT 11 [Documents 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 in the format provided in Section V [Tendering Forms].
	17.2	The Tender Security is required to protect the PE against the risk of Tenderer's conduct which would warrant the deposit forfeiture, pursuant to ITT17.8.
	17.3	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: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond

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		<p>issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the PE and 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,</p> <p>b) a cashier's or certified cheque; or</p> <p>c) another security indicated in the TDS.</p>
	17.4	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
	17.5	Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 17.1 or 17.3 shall be rejected by the PE as non-responsive, pursuant to ITT 27.
	17.6	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 16 [Tender Validity Period].
	17.7	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT 37 [Performance Security] and signing the contract pursuant to ITT 38 [Signing of Contract].
	17.8	<p>The Tender Security shall be forfeited</p> <p>a) if 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 16.2; or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails to sign the contract in accordance with ITT 38.</p>
18. Alternative Tenders by Tenderers	18.1	Alternative Tenders are not permitted. Tenderers shall submit offers that comply with the requirements of the documents.
19. Format and Signing of Tender	19.1	The Tenderer shall prepare documents constituting the Tender as described in ITT 11 [Documents Constituting the Tender].
	19.2	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 name and position held by each signatory as specified in the TDS .

	19.3	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		
20. Submission of Tenders	20.1	All tenders shall be submitted through TANEPS. Tenders submitted through TANEPS shall be considered to be true and legal version, duly authorized and duly executed by the tenderer and intended to have binding legal effect. The tenderer shall properly name its soft copies of documents before submission through TANEPS.
	20.2	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.
	20.3	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.
	20.4	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. Deadline for Submission of Tenders	21.1	Tenders shall be received by the PE through TANEPS in a manner specified under ITT 20.2 and ITT 20.5 [Submission of Tenders] no later than the date and time specified in the TANEPS.
	21.2	The PE may, in exceptional circumstances and at its discretion, and before expiry of submission deadline, extend the deadline for submission of Tenders by issuing an amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.
22. Late Tenders	22.1	TANEPS does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT21 [Deadline for Submission of Tenders].
23. Modification, Substitution and Withdrawal of Tenders	23.1	A Tenderer may modify substitute or withdraw its Tender after it has been submitted to the PE through TANEPS, provided that such modification or substitution is made prior to the deadline for submission of Tenders prescribed in ITT21.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgement of receipt of tender of any amendment of its submitted tender through the system.

	23.2	No Tender may be 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 Tender Form. Withdrawal of a Tenderer during this interval shall result in forfeiture of the Tender Security pursuant to ITT 17.8 [Tender Security].
	23.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT16.2 [Tender Validity Period] shall result in the forfeiture of the Tender Security.
	23.4	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
E. Opening and Evaluation of Tenders		
24. Opening of Tenders	24.1	The opening shall be done by Tender Opening Committee. The tender opening records shall be made available in the appropriate section of the TANEPS.
	24.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of TANEPS.
	24.3	No tender shall be rejected at tender opening.
25. Confidentiality	25.1	Information relating to the examination, clarification, evaluation, 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.
	25.2	Any effort by a Tenderer to influence the PEs processing of Tenders or award decisions may result in the rejection of its Tender.
26. Clarification of Tenders	26.1	To assist in the examination, evaluation and comparison of Tenders, the PE may, at its discretion, ask any Tenderer for clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	26.2	The request for clarification shall be communicated through TANEPS and the Tenderer shall be respond to the request through TANEPS or any other means specified in the TDSse. 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 ITT29 [Correction of Errors].

<p>27. Preliminary Evaluation of Tenders</p>	<p>27.1</p>	<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 ITT2 [Eligible Tenderers]; (b) has been properly signed; (c) is accompanied by the required Tender Security; 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>
	<p>27.2</p>	<p>A substantially responsive Tender is one which conforms to all the terms and conditions 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 or transfer of related assets in the Contract; or (b) limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or (c) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. <p>For the purpose of this section, the following definitions apply</p> <p>“Deviation” is a departure from the requirements specified in the Tendering Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document</p>
	<p>27.3</p>	<p>The PE will confirm that the documents and information specified under ITT 11 [Documents Constituting the Tender] and ITT 12 [Documents Establishing Eligibility of the 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>
	<p>27.4</p>	<p>The PE may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or</p>

Section II – Instruction to Tenderers

		commercial evaluation pursuant to ITT 28 [Examination of Terms and Conditions] and ITT 31 [Financial Evaluation of Tenders].
	27.5	Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material, non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
	27.6	Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non- conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.
	27.7	If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE, and may not subsequently be made responsive by correction of the non-conformity.
	27.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include but not limited to the following: <ul style="list-style-type: none"> a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender Security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) failure to comply with minimum experience criteria as specified in the tendering documents; f) conditional tenders such as conditions in a tender which limit the tenderer’s responsibility to accept an award; and g) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
28. Examination of Terms and Conditions	28.1	The PE shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.
	28.2	The PE shall further examine the Tender submitted in accordance with ITT12 [Documents Establishing Eligibility of the Tenderer], to confirm that all requirements specified in

		Section VII – Description of Assets have been met without material deviation or reservation.
	28.3	If after the examination of the terms and conditions the PE determines that the Tender is not substantially responsive in accordance with ITT 27 [Preliminary Examination of Tenders], it shall reject the Tender
29. Correction of Errors	29.1	<p>Tenders determined to be substantially responsive will be checked by the PE for any arithmetic errors. Errors will be corrected as follows:-</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	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.
30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison of Tender, the PE will convert all Tender prices expressed in the amounts in various currencies in which the tender prices are payable in Tanzanian 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.
31. Financial Evaluation of Tenders	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT27 [Preliminary Examination of Tenders] and ITT 28 [Examination of Terms and Conditions].
	31.2	To financially evaluate a Tender, the PE shall only use the criteria and methodologies defined in ITT 31.3. No other

		criteria or methodology shall be permitted.
	31.3	To financially compare Tenders, the PE shall: <ul style="list-style-type: none"> (a) correct any arithmetic errors in accordance with ITT 29.1 [Correction of Errors]; (b) convert all Tenders to a single currency in accordance with ITT 30 [Conversion to Single Currency]; (c) determine the total evaluated price of each Tender. (d) the additional evaluation factors are specified in Section IV (Qualification and Evaluation Criteria).
32. Determination of the Highest Evaluated Tender	32.1	The Tender with the highest evaluated price from among those which are eligible, compliant and substantially responsive shall be the highest evaluated Tender
	32.2	Where the highest-priced tender has been submitted by more than one tenderer, a PE shall invite the tenderers who submitted identically priced tenders to submit a revised tender. No tenderer, other than those who submitted the identical highest priced tender, shall be permitted to submit a revised tender or participate in the retendering procedure in any way.
	32.3	A revised tender shall only contain a revised price and a tenderer shall not be permitted to change the terms and conditions, technical details, documentation or any other aspects of their original tender, in any way. The revised price shall not be below the original tied price.
	32.4	A revised tender shall be written and submitted in the same way as the original tender.
	32.5	A tenderer shall be given a reasonable period of time prior to the deadline for submission of their revised tender.
	32.6	The tender opening procedure for the revised tender shall be the same as that for the original tender.
	32.7	Evaluation shall be conducted in the same manner as the original evaluation, except that the price contained in the revised tender shall replace the original price.
	32.8	Where evaluation is based on price only and it is reasonable to conduct and conclude the evaluation immediately in the presence of tenderers at a public tender opening, a PE may, if tenderers agree, conduct the re-tendering or e-auction procedure immediately.
	32.9	Where identical highest priced tenders are received during a retendering process, further re-tendering shall be held in accordance with this procedures laid down in this document..

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	32.10	Where it is subsequently discovered that an error was made in the original evaluation, including, an arithmetic error or application of an exchange rate, and that as a result tenderers had not submitted identical highest priced tenders, the re-tendering procedure shall be declared null and void and the revised tenders shall not be considered.
	32.11	Where re-tendering fails, the whole process shall be cancelled and retendered.
33. Post Qualification	33.1	The PE will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive Tender. is qualified
	33.2	The determination will take into account the tenderer financial and professional capabilities. It will be based upon an examination of the documentary evidence of the tenderer’s qualifications submitted by the tenderer, pursuant to ITT 2.5 and 2.6 [Eligible Tenderer
	33.3	An affirmative determination shall be a prerequisite for award of the contract to the tenderer. A negative determination shall result in rejection of the tenderer’s Tender, in which event the PE shall proceed to the next highest evaluated tender to make a similar determination of that tenderer’s capabilities to pay lease rent.
F. Award of Contract		
34. Criteria for Award	34.1	Subject to ITT 35 [Negotiations], The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the documents and who has offered the highest-evaluated Tender Price, provided that such Tender price is not below the reserve price.
35. Negotiations	35.1	<p>Negotiations may be undertaken with the highest evaluated Tenderer relating to the following areas:</p> <ul style="list-style-type: none"> (a) finalizing payment arrangements; (b) agreeing final transferring period of disposed asset(s) to accommodate any changes required by the PE (c) clarifying details that were not apparent or could not be finalized at the time of tendering <p>Negotiations shall not be conducted so as:</p> <ul style="list-style-type: none"> (a) to substantially change responsibilities of the Tenderer; (b) to materially alter the terms and conditions of contract stated in the solicitation documents; (c) purely for the purpose of changing the price of disposed assets; or

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		<p>(d) to substantially alter anything which formed a crucial or deciding factor in the evaluation of Tender.</p> <p>Negotiations with a Tenderer are not permitted until after the tender board has approved the evaluation committee's recommendation</p>
	35.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
36. PE's Right to Accept or Reject Any or All Tenders	36.1	Notwithstanding award criteria ITT 34 [Criteria for Award], the PE reserves the right to accept or reject any Tender, and to annul the process and reject all Tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the PE's action.
	36.2	Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through TANePS.
	36.3	The PE shall upon request from any Tenderer, communicate to the grounds for rejection of its Tender, but is not obliged to justify those grounds.
37. Notification of Award	37.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through TANePS to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
	37.2	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], through TANePS, of the award by the PE prior to expiration of the tender validity period. The Letter of Acceptance will state the sum that the Tenderer will pay the PE in consideration of the asset(s) being disposed.
	37.3	The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT18 [Performance Security] and signing the disposal Contract in accordance with ITT 38 [Signing of Contract].
	37.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the PE. The PE will promptly respond through TANePS to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.

38. Performance Security	38.1	Within Fourteen (14) working days after receipt of the letter of acceptance, the successful Tenderer shall furnish the Performance Security in amount and in a form acceptable to the PE which shall be stated in the TDS and SCC
	38.2	Failure by the successful tenderer to comply with the requirement of ITT 38.1 [Signing of Contract] shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the Procuring entity may make the award to the next highest evaluated Tender or call for new Tenders.
	38.3	The Performance Security will be credited to the Buyers payment so that it forms part of the amount to be paid by the buyer price less the Performance Security within fourteen (14) days from the date of signing the Contract failure of which the award will be given to the second highest evaluated Tenderer.
39. Signing of Contract	39.1	Promptly after notification of award, PE shall send the successful Tenderer the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	39.2	Within fourteen (14) working days after furnishing performance security, the successful Tenderer and the PE shall sign the contract.
	39.3	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 17.7 [Tender Security or Tender Securing Declaration].
40. Fraudulent, Corrupt, Coercive or Obstructive Practices	40.1	<p>The Government requires that Procuring Entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Asset buyers under Government financed Contracts, observe the highest standard of ethics during the disposal and execution of such Contracts.</p> <p>In pursuance of this policy, :-</p> <p>a) for the purpose of this provision, the terms set forth below are defined as follows:-</p> <p>i) “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>ii. “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</p>

		<p>or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii) “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>iv) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act.</p> <p>b) PE will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the Contract.</p> <p>c) PPRA will Declare a firm or an individual 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 , fraudulent, coercive or obstructive practices in competing for, or in executing, a public – financed Contract</p>
	40.2	The Government of Tanzania reserves the right, where a Tenderer has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive or obstructive practices, to declare that such a Tenderer is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	40.3	Any communications between a Tenderer and the PE related to matters of alleged fraudulent, coercive, collusive, obstructive or corruptive practice must be made in writing or in electronic forms that provide record of the content of communication.
G. Review of Disposal Decisions		
41. Right to Review	41.1	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 disposal proceedings may seek a review in accordance with the procedure set out hereunder.
42. Time Limit on Review	42.1	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.

43. Submission of Application for Review	43.1	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 .
	43.2	For PEs with delegated procurement function, the 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 the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	43.3	The application for administrative review shall include: a) details of the disposal 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.
	43.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement or disposal Contract has entered into force.
44. Decision by the Accounting Officer	44.1	The Accounting Officer 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;
	44.2	Where the Accounting Officer does not issue a decision within the time specified in ITT 44.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 45.1 [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 to entertain the complaint or dispute shall cease.

<p>45. Review by the Public Procurement Appeals Authority</p>	<p>45.1</p>	<p>Complaints or disputes which,</p> <ul style="list-style-type: none"> (a) are not settled within the specified period under ITT44.1 [Decision by the Accounting Officer]; (b) the tenderer is not satisfied with the decision of the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to ITT39 [Signing of Contract], <p>shall be referred to the Appeals Authority 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 ITT44.1 [Decision by the Accounting Officer] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT42.1 [Time Limit on Review].</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>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>
	<p>45.2</p>	<p>PPAA may be contacted at the address shown in the TDS.</p>

SECTION III: TENDER DATA SHEET

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

TDS Number	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
A. General			
1.	Name of Procuring Entity	1.1	<i>[insert name of PE]</i>
2.	Subject of Disposal	1.1	The subject of Disposal is: <i>[describe the assets to be disposed]</i>
3.	Items to be Disposed	1.1	Items to be disposed: <i>[insert the list of items to be disposed]</i>
4.	Period for Payment and Collection of Assets	1.2	Time to pay and collect the asset: <i>[insert time to pay in Days/Weeks/Months]</i>
5	Tendering procedure	1.3	<i>[insert tendering method to be used]</i>
6	Maximum Number of members in JVCA		<i>[Insert maximum number of members in JVCA if any]</i>
7.	Place and Time for Inspection of Assets	6.3	<i>[Insert Place and Time]</i>
C. Preparation of Tenders			
8.	Language of the Tender	10.1	The Language of all correspondences and documents related to the Tender is: <i>[specify]</i>
9.	Additional Documents to be Submitted	11.1 (e)	In addition to the documents stated in ITT 11, the following documents must be included with the Tender <i>[insert: list of documents if any]</i>
10.	Documents Establishing Eligibility	12.1	Documents establishing eligibility <i>[insert list of documents establishing tenderer's eligibility]</i>

Section III – Tender Data Sheet

TDS Number	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
11.	Tender Currencies	15.1	The price quoted shall be in [<i>insert currency(ies)</i>]
12.	Tender Validity Period	16.1	The Tender validity period shall be days.
13.	Amount of Tender Security	17.1	The form of Tender Security is [<i>insert form of security</i>] Tender Security amount is [<i>insert security amount</i>]
14.	Other Forms of Tender Security	17.3(c)	Other forms of Tender Security [<i>insert any other form if required</i>]
15.	Tender authorization documents	19.2	The authorization document (s) shall be dully notarized Power of Attorney in a form provided in Section V [Tendering Forms] or [list other acceptable authorizations document(s) if any.
E. Award of Contract			
17.	Performance Security	38.1	The performance security shall be (<i>insert percentage of Contract Price as performance security- between 20 to 25%</i>) Performance Security shall be in the form of: [<i>insert the acceptable form of Performance Security required which is cash equivalent</i>]
G. Review of Disposal Decisions			
18.	PPRA's Address	43.1	The address to submit copies of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9th Floor, PSPF Road,

Section III – Tender Data Sheet

TDS Number	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
			P.O. Box 2865, 41104 Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz
19.	PPAA's Address	45.2	The address for Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

The criteria and methodology described is to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used other than specified in this Tender document.

[The Procuring Entity 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. Evaluation of Tenders (ITT 27, 28 and 31)

Evaluation Criteria (ITT 27, 28 and 31)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with **ITT 14**, one or more of the following factors as specified in **ITT 31.3(d)** and in TDS referring to **ITT 31.3(d)**, using the following criteria and methodologies.

- (i) **Financial Capability:** The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]* –

Financial reports for the last *(insert period)* years: balance sheets, profit and loss statements, auditors' reports, etc.

(Insert here other criteria that may be used for evaluation)

2. Post Qualification Criteria (ITT 33.1)

After determining the substantially responsive Tender which offers the highest evaluated cost in accordance with **ITT 32**, the Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with **ITT 33**.

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	Description	Check if Submitted with the Tender	
		Yes	No
1.	Form of Tender		
2.	Standard Power of Attorney		
3.	Form of Tender Security (Bank Guarantee)		
4.	Form of Tender Security (Tender Bond)		
5.	Schedule of Prices		
6.	Tenderer Information Form		
7.	Tenderer's JV Members Information Form		
8.	Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme		

FORM OF TENDER

Date: _____
Tender No. _____

To: [name and address of procuring entity]

Having examined the Tendering Documents including Addenda Nos.[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to buy and collect all the items to be disposed to us 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 pay for and collect the items in accordance with the requirements of the Tender.

We agree to abide by the Tender for a period of [number] days from the date fixed for Tender opening in the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and Address of Agent or recipient	Amount and Currency	Purpose of Commission or Gratuity

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

STANDARD POWER OF ATTORNEY²

KNOW ALL MEN BY THESE PRESENTS THAT I/WE the undersigned [*insert name of the donor*] being Directors of [*insert name and address of the company*], being [*insert designation of the donor*] of [*insert the name of the company*] of [*insert company address*] having its registered office at [*insert physical address of the company*]

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

NOW THEREFORE KNOW ALLMEN that, I [*insert the name of the Donor*] by virtue of authority conferred to me by the Board Resolution No.....of [*insert day of the month*]day of [*insert month and year*], do hereby ordain, nominate 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 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*]
.....

SEALED and DELIVERED by the
Common Seal of [*insert name of the donor/coy*]
This [*insert date, month and year*]

}
}

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

² Power of attorney of foreign firm may be presented in any other legally acceptable format

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 known to me personally
This [*insert date, month and year*],



.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

Form of Tender Security (Bank Guarantee)

*[If required, the **Bank/Tenderer** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]* **Date:***[insert date]*

TENDER GUARANTEE No.:*[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the purchase of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- (c) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (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 ITB.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

Form of Tender Security (Tender Bond)

*[If required, the **Surety/Tenderer** shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]*

[insert Insurer's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]* **Date:***[insert date]*

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called "the Employer") in the sum of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, 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 Employer dated the *[number]* day of *[month]*, *[year]*, for the purchase of *[insert name of Contract]* (hereinafter called the "Tender").

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

- a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- b) refuses to accept the correction of its Tender Price, pursuant to ITT, or
- c) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity; (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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 shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

Section V – Tendering Forms

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

*[insert signature(s) of authorized
authorized representative(s)]*

*[insert signature(s) of
representative(s)]*

*[insert printed name and title]
title]*

*[insert printed name and
title]*

Schedule of Prices

Item No. or Lot No.	Description of Assets	Unit	Quantity	Unit Price	Total Price

Schedule of Price Submitted by:

Signature of Authorized Person:.....

Name of Authorized Person:.....

Date:.....

Address:.....

Tenderer Information Form

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

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

TENDER No.: *[insert number of TENDER process]*

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 ITT 2.1 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 2.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors

Tenderer's JV Members Information Form

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

Date: *[insert date (as day, month and year) of Tender submission]*
TENDER No.: *[insert number of TENDER process]*
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 ITT2.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors

FORMS OF INTEGRITY

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

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

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

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

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached³.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

³Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

This company _____ *[name of company]* has issued, for the purposes of this tender, a Compliance Program copy attached⁴ - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁴Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

SECTION VI: ELIGIBLE COUNTRIES

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

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

1. as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic 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 the United Republic 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 DISPOSAL REQUIREMENTS

SECTION VII: DESCRIPTION OF ASSETS

Schedule of Items

Notes on Schedule of Items

The Procuring Entity will prepare the schedule of items to be disposed marking each item with a unique number. Where items are to be sold as a lot, the lot must be clearly indicated in the schedule.

List and Description of Assets

The description of the assets given below are for information purposes only and the Procuring Entity gives no guarantee of the accuracy of the description. The Tenderer bears responsibilities of the description and conditions of assets to be disposed.

Item No.	Brief Description of Assets	Unit	Quantity

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

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General Conditions of Contract

1. Definitions	1.1	In this contract, the following terms shall be interpreted as indicated:
		(a) The Asset(s) means items listed in the schedule of assets which have been accepted by the Seller as indicated in Letter of Acceptance;
		(b) Description of Assets means list of assets to be disposed as described in Section VII of Standard Tendering Document;
		(c) The Contract is the binding agreement between the Seller and the Buyer to sell and transfer the assets. It consists of the documents listed in Clause 2.1;
		(d) The Contract Price means the price stated in the Letter of Acceptance for the assets to be disposed;
		(e) The Transfer of Assets means changing the ownership from seller to the buyer and removal of assets which includes dismantling and transport from its location by the buyer;
		(f)The Seller means the Procuring Entity disposing the assets as named in SCC ;
		(g) The Buyer means the individual, firm or Association or JV whose Tender to purchase the assets has been accepted by the Seller as named in SCC ; and
		(h) Day means calendar day.
2. Interpretation	2.1	The documents forming the Contract shall be interpreted in the following order of priority: (a) Form of Agreement; (b) Letter of Acceptance; (c) Minutes of Negotiations; (d) Buyer’s Form of Tender; (e) Special Conditions of Contract; (f) General Conditions of Contract; and (g) Description of Assets.
3. Assets Location	3.1	Assets locations shall be the place(s) where the assets to be disposed are located as named in SCC .
4. Governing Language	4.1	The contract and all correspondence and documents relating to the contract exchanged by the Seller and the Buyer, shall be written in the language specified in SCC .
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of

		Tanzania.
6. Notices	6.1	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.
	6.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
7. Transfer of Assets	7.1	The Buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the assets from the location defined in the SCC .
	7.2	The Buyer shall collect the assets within seven (7) working days after full payment for the assets have been received by the Seller. However, the Seller may grant extension of time for collection of assets as agreed in the negotiations. (If any).
	7.3	The Buyer shall contact the official named in the SCC , at Seller's address, as specified in the SCC to arrange a date and time for the collection of the assets.
	7.4	The Buyer shall sign a Handover Certificate, certifying receipt of the assets, at the time of transfer.
	7.5	Documents to be handed over by the Seller to the Buyer in the process of transferring the assets are as indicated in SCC .
8. Performance Security	8.1	The Buyer shall furnish to the Seller Performance Security in the form of Cash deposit, in amount stated in SCC no later than the date specified in the Letter of Acceptance.
	8.2	The Performance Security will be credited to Buyer's payments so that it forms part of the amount paid by the Buyer.
9. Payment	9.1	The Buyer shall make payment to the Seller of the full Contract Price in accordance with the payment schedule specified in the SCC .
	9.2	Payment shall be made by any method acceptable to the Seller and shall be considered to have been made on the date that it is credited to the Seller's account.
	9.3	The Seller shall issue a receipt for the payment.
10. Termination of Contract	10.1	The Seller, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Buyer, may terminate this Contract in whole or in part if- (a) the Buyer fails to collect any or all of the Assets

Section VIII – General Conditions of Contract

		<p>within the period (s) specified in the SCC;</p> <p>(b) (b) the Buyer, in the judgment of the Seller, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and</p> <p>(c)) the Buyer has failed to pay the full Contract Price within the specified in ITT6.1.</p>
	10.2	<p>The Buyer may terminate the contract if;</p> <p>a) the Seller fails to transfer the assets within specified time as describe in the SCC.</p> <p>b) the assets are not in the state or number as was described in Section VII of Tendering Documents</p>
11. Payment upon Termination	11.1	<p>If the contract is terminated because of fundamental breach by Seller, the Seller shall refund the Buyer deposited amount.</p>
	11.2	<p>If the contract is terminated because of fundamental breach by Buyer, the Seller shall forfeit the deposited amount and retain asset(s) which were to be disposed.</p>
12. Force Majeure	12.1	<p>For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Seller and not involving the Seller’s fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Seller. Such events may include, but are not restricted to, acts of the Buyer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.</p>
13. Settlement of Disputes	13.1	<p>If any dispute or difference of any kind whatsoever shall arise between the Seller and the Buyer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p>
	13.2	<p>If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Seller 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.</p>
	13.3	<p>The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named</p>

Section VIII – General Conditions of Contract

		and, in the place, shown in the SCC .
14. Taxes and Duties	14.1	Procedures for settling taxes and duties shall be as specified in SCC .

SECTION IX: SPECIAL CONDITIONS OF CONTRACT
Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Ser. Number	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)			
1.	Name and Address of Seller	1.1(f)	The Seller is: <i>[insert Name and address]</i>
2.	Name and Address of Buyer	1.1(g)	The Buyer is: <i>[insert Name and address]</i>
Assets Location (GCC Clause 3)			
3.	Location of Assets	3.1&7.1	The location of assets: <i>[Insert the location(s) of assets].</i>
Governing Language (GCC Clause 4)			
4.	Governing Language	4.1	Name the language: <i>[insert the language]</i>
Transfer of Assets (GCC Clause 7)			
5.	Name and Address of Seller Representative	7.3	Seller Representative's name <i>[Insert name and address].</i>
6.	Documents to be handed over	7.5	Documents to be handed over: <i>[list the documents].</i>
Performance Security (GCC Clause 8)			
7.	Amount of Performance Security	8.1	The performance security shall be <i>(insert percentage of Contract Price as performance security-between 20 to 25%)</i>

Section IX – Special Conditions of Contract

			Performance Security shall be in the form of:(insert the acceptable form of Performance Security required which is cash equivalent)
Payments (GCC Clause 9)			
8	Schedule of Payment	9.1	The payment schedule shall be as follows: (Insert payment schedule)
Termination of Contract (GCC Clause 10)			
9.	Time for Collection of Assets	10.1(a)	Time for collection of assets [state agreed time].
10	Time for transfer of Assets	10.2(a)	Time for transfer of the assets [state agreed time]
Settlement of Disputes (GCC Clause 13)			
11.	Arbitration Institution and Place for Carrying out Arbitration	13.3	Arbitration institution shall be [insert: institution] Place for carrying out Arbitration [insert: full address of the place/location]
Taxes and Duties (GCC Clause 14)			
12.	Taxes and Duties	14.1	State the procedures for settling taxes and duties by the Buyer [state].

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. It also contains the Letter of Intention to Award the Contract, which is not part of the contract forms.

1. Notice of Intention to Award a Contract

[Letterhead of the Procuring Entity]

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

Date:

To: [name and address of the Buyer]

RE: [Notification of the Intention to Award Contract FOR TENDER No[insert Tender number] FOR [insert tender description]

We thank you for submitting your offer for the above referred tender.

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 the award of contract because of 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, and detailing ground(s)of the complaint and should be submitted through TANePS to *(insert the title of Accounting Officer)*.

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

Authorized Signature:

Name and Title of Signatory:

Name of PE:

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.

2. Letter of Acceptance

[Letterhead paper of the Procuring Entity]

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

[date]

RE: *NOTIFICATION OF AWARD CONTRACT FOR TENDER NO. [insert No. of Contract] FOR [insert description of Tender]*

This is to notify you that your tender dated *[date]* for the buying of *[insert description of assets to be disposed]* at Contract Price of *[amount in words and numbers]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are required to furnish the Performance Security/Performance Securing Declaration within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section XI, Contract Forms of the Tendering Document.

Please return the attached Contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

3. Form of Agreement

THIS AGREEMENT made the *[day of the month]* day of *[insert month]*, *[year]* between *[name and address of Seller]* (hereinafter called “the Seller”), of the one part, and *[name and address of Buyer]* (hereinafter called “the Buyer”), of the other part:

WHEREAS the Seller invited Tenders for the disposal of Assets *[describe the assets to disposed]* and has accepted a Tender by the Buyer for the purchase of those Assets in the sum of *[insert contract price in number and words]* (hereinafter “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 herein after referred to; and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This Form of Agreement;
 - b) Letter of acceptance;
 - c) Minutes of Negotiations (if any) ;
 - d) Buyer’s Form of Tender and Price schedule;
 - e) List and Description of Assets;
 - f) Special Conditions of Contract;
 - g) General Conditions of Contract; and
 - h) Other relevant documents *[List if any]*
3. The Buyer hereby covenants to pay the Seller in consideration of the provision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.
4. In consideration of the payments to be made by the Buyer to the Seller as indicated in the Contract, the Seller hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

IN WITNESS; whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Seller

Signed by:
Name:
Position:
Date:

Buyer

Signed by:
Name:
Position:
Date:

In the presence of

Signed by:
Name:
Position:
Date:

In the presence of

Signed by:
Name:
Position:
Date:

4. Handing over Certificate

[Letterhead paper of the Seller]

This is to certify that *[insert the description of assets being disposed]* have been handed over to *[insert name of the buyer and address]* pursuant to Clause 4.4 of the General Conditions of Contract.

The documents handed over by the Seller to the Buyer are *[list the documents]* as per Clause 7.5 of the General Condition of Contract and as listed in the Clause 7.5 of Special Conditions of Contract.

Authorized Signature of Seller:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date:

Authorized Signature of Buyer:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date: