



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



Standard Tendering Document for

Leasing of Public Assets

Public Procurement Regulatory Authority
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TANZANIA

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Preface

Leasing of Public Assets 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) in leasing of Public Assets 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 in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013 and are mandatory for use in leasing public assets that are owned in whole or in part by the Procuring Entities.

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List of Abbreviations

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

Guidance Notes on the Use of this Standard Tender Document

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist Procuring Entities (PEs) and Tenderers to understand the content and the provisions of the Standard Tender Document for Leasing of Public Assets under National Competitive Tendering method and other appropriate procedures as defined in the Public Procurement Act, Cap. 410 and its Regulations, 2013.

This STD is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Tanzania. The STD is divided into three parts and has Ten (10) Sections, of which Section II- Instruction to Tenders and Section VIII- General Conditions of Contract - 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 these when preparing a particular Tender Document for Leasing of Public Assets are described hereunder;

PART 1 – TENDERING PROCEDURES

Section I. Invitation for Tender

This section provides relevant information that enables potential tenderers to decide whether or not to participate in the tendering process. The Invitation for Tenders (IFT) shall include specific details such as the name of the PE, description of assets to be leased 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 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 italicized spaces in the TDS should be filled out by the PE prior to issuance

of the tendering documents **No entry should be made in the TDS if it is not cross referenced in the ITT.**

Section IV Qualification and Evaluation Criteria

This Section specifies the criteria to determine the highest evaluated Tender and to ascertain the continued qualification of the Tenderer to perform the contract.

Section V: Tendering Forms

This Section includes the forms which are 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 – ASSETS TO BE LEASED

Section VII. Description of Assets

This Section contains the description of assets to be leased.

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 consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the GCC. 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 Name of Procuring Entity]

[Insert Logo]

Tender No

for

[Insert title or brief description of the assets to be leased]

Invitation for Tenders

Date: *[insert date]*

1. The Government of Tanzania through *[insert name of Procuring Entity]* intends to lease *[insert the description of asset(s)]*.
2. The *[insert name of PE]* now invites tenders for the lease of *[insert description of asset(s) to be leased]*.
3. Tendering will be conducted through the *[insert method of procurement]* procedures specified in the Public Procurement Regulations, 2013 – GN No. 446 and is open to all Tenderers as defined in the Regulations.
4. 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.
5. A complete set of Tendering Document(s) in *[insert language of the tender document]* may be obtained or downloaded 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.
8. All Tenders shall be submitted through TANEPS at or before *[insert time and date]*. Tenders will be opened promptly thereafter on TANEPS and opening details will be available to the public through TANEPS.
9. Tenders not received through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

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

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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| A. Introduction | | |
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| 1. Scope of Tender | 1.1 | The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites tenders for Leasing of asset(s) as specified in the TDS and Section VII, Description of Asset(s). |
| | 1.2 | The successful tenderer will be expected to pay for the lease rent and other related charges specified in TDS within the period specified in the TDS . |
| | 1.3 | Tendering Procedure to be used is as 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 2.3 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. Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested. |
| | 2.3 | Any Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE. |
| | 2.4 | The appointment of lead Member in the JVCA shall be confirmed by submission of a valid power of attorney to the |
| | 2.5 | Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices. |
| | 2.6 | 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 |

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| | | <p>conflict of interest with one or more parties in this process, if they:</p> <p>a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for valuation of assets, and other documents to be used in leasing of the assets.</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> |
| | 2.7 | Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request. |
| | 2.8 | The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to Tender and its qualifications to lease the asset if it's Tender is accepted. |
| | 2.9 | The documentary evidence of the tenderer's qualifications to pay for the lease rent if its Tender is accepted shall establish to the PE's satisfaction that the tenderer has the financial and technical capability necessary to pay the lease rent. |
| | 2.10 | <p>A Tenderer may be ineligible if-</p> <p>(a) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(b) the Tenderer is debarred and blacklisted in accordance with the Public Procurement Act,</p> <p>(c) The tenderer is declared ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</p> <p>(d) A tenderer is from an eligible country as specified in Section VI [Ineligible Country]..</p> |
| 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. |

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| 4. Referential Tenders | 4.1 | A tenderer who submits a Tender making a reference to other tenderer's 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) and Pre-Tender Meeting | 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 | The place and time for the inspection of asset(s) and pre-tender meeting which, if convened will take place at the venue and time stipulated in the TDS . |
| | 6.3 | The Tenderer is requested as far as possible, to submit any questions through TANEPS to reach the PE before the pre-tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with ITT 8.1 |
| | 6.4 | Minutes of the pre-tender meeting, if applicable, including the text of the questions raised by the Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all participating Tenderers through TANEPS. Any modification of the Tendering Documents listed in ITT 7.1 [Content of Tendering Documents] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 [Amendments of the Tendering Documents] and not through the minutes of the pre-tender meeting. |
| B. Tendering Documents | | |
| 7. Content of Tendering Documents | 7.1 | <p>The assets to be Leased, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the invitation for tenders, Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p>Section II Instructions to Tenderers (ITT)</p> <p>Section III Tender Data Sheet (TDS)</p> <p>Section IV Qualification and Evaluation Criteria</p> <p>Section V Tendering Forms</p> <p>Section VI Eligible Countries</p> |

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| | | <p>PART 2: PROCURING ENTITY’S REQUIREMENTS</p> <p>Section VII Description of Assets</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section VIII General Conditions of Contract (GCC)</p> <p>Section IX Special Conditions of Contract (SCC)</p> <p>Section X Contract Forms</p> |
| | 7.2 | The “Invitation for Tender” (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 Documents listed in ITT 7.1 above, the said 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 the seven (7) days prior to the deadline for the submission of tenders prescribed in ITT 21.1 [Deadline for Submission of Tenders] for open competitive tendering method and in 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 through TANePS provided that such request is received within the time prescribed in ITT 8.1 The response shall include a description of the inquiry, but without identifying its source |
| | 8.3 | Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tender Documents]. |
| 9. Amendment of Tendering Documents | 9.1 | Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the Tendering Documents by issuing addenda. |
| | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through TANePS |

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| | | to the participating Tenderers. |
| | 9.3 | In order to allow prospective tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 21.2 [Deadline of Submission of Tenders]. |
| C: PREPARATION OF TENDERS | | |
| 10. Language of Tender | 10.1 | The Tender prepared by the tenderer, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the PE shall be written in the language specified in the TDS . Supporting documents and printed literature furnished by the 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: 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 ITT 12 [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) Duly Notarized Power of Attorney in case of a firm, authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.2 [Format and Signing of Tenders] 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 Tender Documents. The Form of Tender shall 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. |
| | 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. Assets not listed in the Schedule of Prices shall be assumed to be |

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| | | 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 13.1 shall be the total price of the Tender. |
| 15. Tender Currencies | 15.1 | For any public assets to be leased 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 ITT 15.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the 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 the expiration of the Tender validity period, the PE may request Tenderers to extend the period of validity of their Tenders for a specified additional period. The request and the Tenderers responses shall be made through TANEPS. The tenderer may refuse the request without forfeiting its Tender security. A tenderer granting a request will not be required or permitted to modify its Tender. |
| 17. Tender security or Tender Securing Declaration | 17.1 | Pursuant to ITT 11 [Documents Constituting the Tender], as specified in the TDS the Tenderer shall furnish as part of its tender, either a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration in the format provided in Section V [Tendering Forms]. |
| | 17.2 | Unless specified in the TDS , the tender security, at the tenderer's option, shall be in the form of a certified cheque, a letter of credit, a bank guarantee from a reputable bank or an insurance bond from a reputable insurance firm. |
| | 17.3 | The Tender security is required to protect the PE against the risk of Tenderer's conduct which would warrant the security forfeiture, pursuant to ITT 17.9. |
| | 17.4 | The Tender Security shall be 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. |
| | 17.5 | 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 |

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| | 17.6 | Any Tender not accompanied by a Tender security or Tender Securing Declaration in accordance with ITTs 17.1 or 17.5 shall be rejected by the PE as non-responsive, pursuant to ITT 27 [Preliminary Examination of Tenders]. |
| | 17.7 | Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender Validity prescribed by the PE pursuant to ITT 16 [Tender Validity Period]. |
| | 17.8 | 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]. |
| | 17.9 | The Tender security may be forfeited 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 [Tender Validity Period]; or b) in the case of a successful Tenderer, if the Tenderer fails to sign the contract in accordance with ITT 39 [Signing of Contract]; |
| | 17.10 | In the case of the Tender Securing Declaration, it may be executed: 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 ITT16.2 [Tender Validity Period]; b) in the case of a successful Tenderer, if the Tenderer fails to sign the contract in accordance with ITT 39 [Signing of Contract]. |
| 18. Alternative Tenders by Tenderers | 18.1 | Alternative Tenders are not permitted. Tenderers shall submit offers that comply with the requirements of the Tendering Documents. |
| 19. Format and Signing of Tender | 19.1 | The Tenderer shall prepare documents comprising 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 names and position of 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 | | |
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| 20. Tender Submission | 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 his 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 [Tender Submission] and not later than the date and time indicated in the TANEPS. |
| | 21.2 | The PE may, in exceptional circumstances, at its discretion and before the expiry of the submission deadline, extend the deadline for the submission of Tenders by amending the documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline. |
| 22. Late Tenders | 22.1 | TANEPS does not allow a Tenderer to submit its tender after the deadline for submission in accordance with ITT 21 [Deadline for Submission of Tenders]. |
| 23. Modification, Substitution and Withdrawal of Tenders | 23.1 | A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through TANEPS, provided that such modification substitution or withdrawal is made prior to the deadline for submission of Tenders prescribed in ITT 21.1 [Deadline for Submission of Tenders]. Tenderer shall receive an acknowledgement of receipt of r of any amendment of its submitted tender through the system. |
| | 23.2 | No Tender may be substituted or withdrawn 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 in the Tender Form. Withdrawal of a Tenderer during this interval may result in the Tenderer's forfeiture of its Tender security pursuant to ITT 17.9 [Tender Security]. |

| E. Opening and Evaluation of Tenders | | |
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| 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, and comparison of tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award of 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 respond through TANEPS or any other the means specified in the TDS . No change in the prices or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the Tenders in accordance with ITT 29 [Correction of Errors]. |
| 27. Preliminary Evaluation of Tenders | 27.1 | Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender- (a) meets the eligibility criteria defined in ITT 2 [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 documents. The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself. |
| | 27.2 | 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, omission or reservation is one that- |

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| | | <p>(a) affects in any substantial way the scope or transfer of related assets;</p> <p>(b) limits in any substantial way, inconsistent with the documents, the PE's rights or the Tenderer's obligations under the Contract; or</p> <p>(c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.</p> <p>For the purpose of this clause, 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> |
| | 27.3 | 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. |
| | 27.4 | The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer. |
| | 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 minor 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 will be rejected by the PE and may not subsequently be made responsive by the Tenderer's correction of the non- |

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| | | conformity. |
| | 27.8 | <p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include but not limited to the following:</p> <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 of Tender Securing Declaration 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 |

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| | | amounts in figures and in words, the amount in words will govern. |
| | 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 various currencies in which they are payable to Tanzanian Shillings at the selling exchange rate established for similar transactions by the BoT at the day of opening the tender, |
| 31. Financial Evaluation of Tenders | 31.1 | The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 27 [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]; (a) convert all Tenders to a single currency in accordance with ITT 30 [Conversion to Single Currency]; c) Determine the total evaluated lease rent and other related charges of each Tender; and 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 lease rent from among those which are eligible, compliant and substantially responsive shall be the highest evaluated Tender. |
| | 32.2 | Where the highest-quoted lease rent and other related charges has been submitted by more than one tenderer, the Tenderers whose offers are tied shall be directed to submit a revised tender. No tenderer, other than those who submitted the identical highest offers, shall be permitted to submit a revised tender or participate in the retendering or e-auction procedure. |
| | 32.3 | A revised tender shall only contain a revised lease rent and other related charges 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. |

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| | 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 lease rent contained in the revised tender shall replace the original price, and shall not be lower than the original tied price. |
| | 32.8 | Where evaluation is based on the monetary value of the offer 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 procedures laid down in this document. |
| | 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 to lease the assets and use for the intended purpose. |
| | 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], as well as such other information as the PE deems necessary and appropriate. |
| | 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 | | |
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| 34. Criteria for Award | 34.1 | The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the tendering documents and who has offered the highest evaluated Tender Price, provided that such Tender price is not below the approved Lease Price by the PE. |
| 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 leased 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) to substantially alter anything which formed a crucial or deciding factor in the evaluation of Tender. <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 signing of the 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 the grounds for rejection of Tender(s), but the PE 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 |

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| | | 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- Letter of Acceptance], 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 leased. |
| | 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 ITT38 [Performance Security] and signing the Contract in accordance with ITT39.2 [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 Secretary of the appropriate tender board that authorized the award of Contract. The Secretary 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 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender security, in which event the Procuring entity may make the award to the next ranked Tenderer or call for new Tenders. |
| 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 submission of 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]. |

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| <p>40. Fraudulent, Corrupt, Coercive, or Obstructive Practices</p> | <p>40.1</p> | <p>The Government of Tanzania requires that Procuring entities (including beneficiaries of Government owned assets and procurement) as well as Tenderers/lessee under Government contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government-</p> <p>(a) defines, for the purpose of this provision, the terms set forth below 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 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) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, fraudulent or obstructive practices in competing for the contract;</p> <p>(c) in pursuit of the policy defined in ITT 44.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, fraudulent obstructive or fraudulent practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of Tanzania to remedy the situation;</p> <p>(d) declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any</p> |
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| | | time it determines that the firm has engaged in corrupt, coercive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract. |
| | 40.2 | The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania. |
| | 40.3 | The Government of Tanzania will have the right to require in contracts whose Government of Tanzania is party, the Lessee to permit the Government of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of Tanzania. |
| | 41.4 | Any communications between a Tenderer and the PE related to matters of alleged fraud or corruption shall be made through TANEPS . |

G: REVIEW OF PROCUREMENT DECISIONS

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| 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 leasing proceedings may seek a review in accordance with the procedure set out here under. |
| 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 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 Functions, 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 lease 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, |

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| | | <p>Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;</p> <p>d) documentary or other evidence supporting the complaint where available;</p> <p>e) Remedies sought; and</p> <p>f) any other information relevant to the complaint.</p> |
| | 43.4 | Upon receipt of a complaint, the Accounting Officer of a PE shall suspend the procurement proceedings. |
| | 43.5 | The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the Lease Contract has entered into force. |
| 44. Decision by the Accounting Officer | 44.1 | <p>The Accounting Officer shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <p>a) whether the application is upheld in whole, in part or rejected;</p> <p>b) the reasons for the decision; and</p> <p>c) any corrective measures to be taken;</p> |
| | 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 44.1 and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease. |
| 45. Review by the Public Procurement Appeals Authority | 45.1 | <p>Complaints or disputes which,</p> <p>(a) are not settled within the specified period under ITT44.1 [Decision by the Accounting Officer];</p> <p>(b) the tenderer is not satisfied with the decision of the accounting officer; or</p> <p>(c) arise after the lease contract has entered into force pursuant to ITT39 [Signing of Contract],</p> <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 ITT 44.1 [Decision of 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 ITT 42.1 [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> |

Section II- Instruction to Tenderers

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| | | 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. |
| | 45.2 | PPAA may be contacted at the address shown in the TDS . |

SECTION III: TENDER DATA SHEET

The following specific data for the leasing of 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.***

| Ser. No | Required Information/Data | ITT Clause | Information/Data to be filled by the PE |
|-------------------|---|------------|---|
| A. General | | | |
| 1. | Name of the PE | 1.1 | Name of PE: <i>[insert: name of PE.]</i> The subject of Lease is: <i>[describe the assets to be leased]</i> |
| 2. | Item for Lease | 1.1 | Item to be leased: <i>[insert the list of items to be leased]</i> |
| 3. | Time to Pay for the Lease Rent | 1.2 | Time to pay for the lease rent and transfer the asset is: <i>[insert time to pay in Days/Weeks/Months]</i> |
| 4. | Tendering Procedure | 1.3 | <i>[Insert: Tendering Method to be used]</i> |
| 5 | Joint Venture, Consortium, or Association. | 2.2 | <i>[Insert: Limit on the number of members in a joint venture, consortium, or association if any]</i> |
| 6. | Inspection of Asset | ITT 6.2 | (a) Asset's Inspection: Venue: <i>[insert physical address of the venue for assets inspection]</i> Time: <i>[insert time for assets inspection], Monday to Friday, exclusive public holidays</i> |
| 7. | Pre-tender Meeting | ITT 6.2 | Pre-Tender Meeting: Venue: <i>[insert physical address of the venue for pre-Tender meeting]</i> Time: <i>[insert time for pre-Tender meeting], Monday to Friday, exclusive public holidays</i> Day: <i>[insert day from Monday to Friday, exclusive public holidays]</i> Date: <i>[insert date]</i> |

| Ser. No | Required Information/Data | ITT Clause | Information/Data to be filled by the PE |
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| C. Preparation of Tenders | | | |
| 8 | Language of Tender | 10.1 | The Language of all correspondences and documents related to the Tender is: <i>[specify]</i> |
| 9 | Additional Documents | 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]</i> |
| 10 | Documents Establishing Eligibility | 12.1 | Documents establishing eligibility: <i>[insert list of documents]</i> |
| 11 | Currency of the Tender | 15.1 | The price quoted shall be: <i>[insert currency(ies)]</i> |
| 12 | Tender Validity Period | 16.1 | The Tender validity period shall be; <i>[Insert days]</i> |
| 13 | Form of Tender security | 17.1&1 7.2 | Type of the required security is <i>[insert Tender Security or Tender Securing Declaration]</i> The form of Tender Security is <i>[insert form of security]</i> Tender Security amount is <i>[insert amount and currency]</i> |
| 14 | Tender Authorization Documents | 19.2 | <i>[Authorization document (s) shall be duly notarized Power of Attorney in a form provided in Section V (Tendering Forms) and /or list other authorization document(s) if any]</i> |
| 15 | Clarification of Tenders | 26.2 | <i>[Indicate the means through which the Tenderer(s) shall respond to the request for clarification during evaluation of tenders]</i> |
| 16. | Performance Security | 38.1 | The performance security shall be <i>(insert percentage of Contract Price as performance security- between 10 to 15%)</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 Leasing Decisions | | | |
| 17. | Address to submit Copy of Complaints | 43.1 | The address to submit copies of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority |

| Ser. No | Required Information/Data | ITT Clause | Information/Data to be filled by the PE |
|---------|--|-------------|--|
| | | | Kambarage Tower, 9 th Floor, PSPF Road, P.O. Box 2865, 41104 Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz |
| 18. | Address to submit an Appeal to PPAA | 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)** 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.
- (ii) Track Record of paying lease rent in time demonstrated by providing evidence that Contract non-performance did not occur since 1st January *[PE to insert year]*
- (iii) No consistent history of court/arbitral award decisions against the Tenderer¹ since 1st January *[insert year]*.

(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**. in the Tender Documents.

¹The Tenderer shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

SECTION V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tender. 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 | Schedule of Prices | | |
| 3. | Special Power of Attorney | | |
| 4 | Tenderer Information Form | | |
| 5 | Tenderer's JV Members Information Form | | |
| 6. | Historical Contract Non-Performance, Pending Litigation and Litigation History | | |
| 7 | Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme | | |

FORM OF TENDER

Date: *[insert date]*

Tender No. *[insert Tender no.]*

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

Having examined the Tendering documents including Addenda No. *[insert numbers]*. The receipt of which is hereby duly acknowledged, we the undersigned, offer to lease the *[insert name of the asset]* in conformity with the said Tendering documents for the lease rent sum of *[insert total Tender amount in words and figures] [insert per month or year]* 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 the lease rent amount and start operation in accordance with the requirements of the Tender.

We agree to abide by the Tender for a period of *[insert number of days]* days from the date fixed for Deadline for Submission of Tenders 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 |
|--|---------------------|-----------------------------------|
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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 _____

Schedule of Prices

| Item No. or Lot No. | Description of Assets | Unit | Quantity | Unit Price | Total Price |
|---------------------|-----------------------|------|----------|------------|-------------|
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Schedule of Price Submitted by:

Signature of Authorized Person:.....

Name of Authorized Person:.....

Date:.....

Address:.....

Special Power of Attorney²

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

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

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

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

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

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

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

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

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

} this [*insert date, month and year*]

² **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Acknowledgement

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

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



.....
DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

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 Bid submission]*

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

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 ITT2.5 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 2.5 . <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 Bid 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 ITT2.5 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors |

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
 Date: _____
 Joint Venture Member's Name _____
 Tender No. and Title: : _____
 Page _____ of _____ pages

| Non-Performed Contracts in accordance with Section IV, Qualification and Evaluation Criteria | | | |
|--|---------------------------------------|--|------------------------------|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount in TZS |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |

| Litigation History | | | |
|----------------------|------------------------------------|--|------------------------|
| Year of award | Outcome as percentage of Net Worth | Contract Identification | Total Contract |
| <i>[insert year]</i> | <i>[insert percentage]</i> | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Service Provider"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |

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: _____

³ Signing 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: _____

⁴ Signing 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. and Title:

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

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

PART 2 –ASSETS TO BE LEASED

SECTION VII: DESCRIPTION OF ASSETS

Schedule of Items

Notes on Schedule of Items

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

List and Description of Assets

- i) Asset names: *[insert name of the assets to be leased]*
- ii) Asset's description *[insert full description of the assets to be leased with specifications of each asset]*
- iii) *[Insert Proposed Purpose of the assets to be leased]*
- iv) *[Insert any drawings or photos etc to support the descriptions if available]*

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 |
|----------|-----------------------------|------|----------|
| 1. | | | |
| 2. | | | |
| Nth | | | |

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

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General Conditions of Contract

| | | |
|----------------------------------|------------|--|
| <p>1. Definitions</p> | <p>1.1</p> | <p>In this contract, the following terms shall be interpreted as indicated:</p> <p>(a) The Asset(s) means items listed in the schedule of Assets which have been accepted by the Lessor as indicated in Letter of Acceptance.</p> <p>(b) Description of Assets means list of assets to be leased as described in Section VII of Standard Tendering Document.</p> <p>(c) The Contract is the binding agreement between the Lessor and the Lessee to lease the assets. It consists of the documents listed in GCC 2.1.</p> <p>(d) The Contract Price means the lease rent to be paid per month/year stated in the Letter of Acceptance for the assets to be Leased.</p> <p>(e) The Transfer of Assets means handing over for the purpose of using the asset from Lessor to the Lessee and vice versa which includes refurbishing and renovation of the asset to suit the business of the Lessee</p> <p>(f) The “Lessor” means the PE leasing the assets as named in SCC.</p> <p>(g) The “Lessee” means the individual, firm or combination or both whose Tender to lease the assets has been accepted by the Lessor as named in SCC.</p> <p>(h) “Day” means calendar day.</p> |
| <p>2. Interpretation</p> | <p>2.1</p> | <p>The documents forming the Contract shall be interpreted in the following order of priority;</p> <p>(a) Form of Agreement</p> <p>(b) Letter of Acceptance</p> <p>(c) Negotiations Minutes (if any)</p> <p>(d) Lessee’s Form of Tender and price schedule</p> <p>(e) list and description of assets</p> <p>(f) Special Condition of Contract</p> <p>(g) General Conditions of Contract</p> <p>(h) any other document</p> |
| <p>3. Assets Location</p> | <p>3.1</p> | <p>Assets locations shall be the place or places where the assets to be leased are located as named in SCC.</p> |

Section VII – General Conditions of Contract

| | | |
|----------------------------------|-----|---|
| 4. Governing Language | 4.1 | The contract and all correspondence and documents relating to the contract exchanged by the Lessor and the Lessee, 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 by electronic form and confirmed in writing or electronically to the other party. |
| | 6.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 7. Performance Security | 7.1 | Within Fourteen (14) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Lessor the performance security in the amount specified in SCC . |
| | 7.2 | The proceeds of the performance security shall be payable to the Lessor as compensation for any loss resulting from the lessee's use of the asset under the Contract. |
| | 7.3 | The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Lessor and shall be in one of the following forms: i) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Lessor, in the form provided in the Tendering documents or another form acceptable to the Lessor; or ii) A cashier's or certified check. |
| | 7.4 | The performance security will be discharged by the Lessor and returned to the lessee not later than thirty (30) days following the date of completion of the lessee's use of the asset under the Contract, unless otherwise specified in SCC |
| 8. Handing over of Assets | 8.1 | The Lessee shall contact the official named in the SCC , at Lessor's address, as specified in the SCC to arrange a date and time for the handing over of the assets. |
| | 8.2 | The Lessee shall sign a Handover Certificate, certifying lease of the assets, at the time of transfer/handing over. |
| | 8.3 | Documents to be handed over by the Lessor to the Lessee in the process of transferring the assets are as indicated in SCC . |

| | | |
|-------------------------------------|------|---|
| 9. Payment | 9.1 | The Lessee shall make payment to the Lessor in the manner specified in the SCC . |
| | 9.2 | Payment shall be made by any method acceptable to the Lessor and shall be considered to have been made on the date that it is credited to the Lessor’s account. |
| | 9.3 | The Lessor shall issue a receipt for the payment. |
| 10. Insurance | 10.1 | The asset leased under the Contract shall be fully insured by the lessee in a freely convertible currency against damage in the course of operation by the Lessee in the manner specified in the SCC . |
| 11. Termination of Contract | 11.1 | <p>The Lessor, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Lessee, may terminate this Contract in whole or in part if;</p> <ul style="list-style-type: none"> a) The Lessee fails to possess the Asset within the period (s) specified in the SCC. b) The Lessee, in the judgment of the Lessor, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. c) The Lessee has failed to pay the full Contract Price within twenty eight (28) days of the due date for payment. d) The Lessee has used the asset for the purpose other than the intended purpose specified in the SCC. e) The Lessee fails to comply with the maintenance obligations as described in the SCC. f) The Lessee sublets part or whole of the facility without written consent of the Lessor. |
| | 11.2 | <p>The Lessee may terminate the contract if;</p> <ul style="list-style-type: none"> a) The Lessor fails to transfer the assets within specified time as describe in the SCC. b) the assets are not in the state as was described in Section VII of Tendering Document. c) the Lessor fails to arrange for provision to the leased asset the necessary utilities as specified in the SCC |
| 12. Payment upon Termination | 12.1 | If the contract is terminated because of fundamental breach by Lessor, the Lessor shall release the Performance Security and refund the Lessee any other prepaid sums. |
| | 12.2 | If the contract is terminated because of fundamental breach by Lessee, the Lessor shall forfeit the Performance Security and retain asset(s) which were to be leased. |
| 13. Force Majeure | 13.1 | For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Lessor and not involving |

| | | |
|-----------------------------------|------|--|
| | | the Lessor's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Lessor. Such events may include, but are not restricted to, acts of the Lessee in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes. |
| 14. Settlement of Disputes | 14.1 | If any dispute or difference of any kind whatsoever shall arise between the Lessor and the Lessee 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. |
| | 14.2 | If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Lessor or the Lessee 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 |
| | 14.3 | The arbitration shall be conducted in a place named in the SCC and in accordance with the arbitration procedures stipulated in the Arbitration Act, Cap. 15. |
| 15. Taxes and Duties | 15.1 | 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. No. | Condition | GCC Clause | Data/Information to be Supplied |
|--|---|-------------------|--|
| Definitions (GCC Clause 1) | | | |
| 1. | Name and Address of Lessor | 1.1(f) | The Lessor is: [insert <i>Name and address</i>] |
| 2. | Name and Address of Lessee | 1.1(g) | The Lessee is: [insert <i>Name and address</i>] |
| Assets Location (GCC Clause 3) | | | |
| 3. | Assets Location | 3.1 | 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>] |
| Performance Security (GCC Clause 7) | | | |
| 7 | Amount of Performance Security | 7.1 | Performance Security shall be [<i>Specify the amount of Performance Security</i>] [<i>Performance security is normally between 10 percent and 20 percent of the Contract Price</i>] |
| 8. | Other way of discharging Performance Security | 7.4 | [<i>Insert other way of discharging performance security by the Lessor (if any)</i>] |

| Transfer of Assets (GCC Clause 8) | | | |
|--|---|---------|---|
| 9. | Name and Address of Lessor Representative | 8.1 | Lessor Representative’s name <i>[Insert name and address]</i> . |
| 10. | Documents to be handed over by Lessor | 8.3 | Documents to be handed over: <i>[list the documents]</i> . |
| Payments (GCC Clause 9) | | | |
| 11. | Payment Modalities | 9.1 | The Lessee shall pay the Lessor payments in the manner specified below: <i>[Specify the modalities (amounts and timing) of payments under the contract]</i> |
| Insurance (GCC Clause 10) | | | |
| 12 | Manner of Insurance | 10.1 | <i>[Insert the manner of insurance of the assets to be leased.]</i> |
| Termination of Contract (GCC Clause 11) | | | |
| 13. | Termination of Contract | 11.1(a) | Transfer of the asset shall be within <i>[insert days]</i> after payment of the agreed lease rent. |
| | | 11.1(d) | The Lessee shall operate the asset and the surroundings premises for the purpose of <i>[insert the intended purpose]</i> . |
| | | 11.1(e) | <i>[Insert maintenance obligations to be done by the Lessee] example: Major repairing of the asset and its surroundings and other structures of property, which will be leased</i> |
| | | 11.2(a) | <i>[Insert time within which the Lessor shall transfer the asset (s)]</i> |
| | | 11.2(c) | <i>[Insert leased assets and necessary utilities] Example- The leased assets may include furniture, fixtures and all other equipment of the required quality necessary for running of the assets and maintain the same in</i> |

Section IX– Special Conditions of Contract

| | | | |
|---|--------------------------------|------|---|
| | | | <p><i>good condition</i></p> <p><i>[insert the party which will be responsible to obtain all necessary licenses and permissions as may be necessary from the various authorities competent to issue such licenses and permissions at own cost. Such licenses will be subject to the rules prevailing in the United Republic of Tanzania from time to time].</i></p> |
| Settlement of Disputes (GCC Clause 14) | | | |
| 14 | Arbitration Institution | 14.3 | Place for carrying out Arbitration: <i>[insert: full address of the place/location]</i> |
| Taxes and Duties (GCC Clause 15) | | | |
| 15. | Taxes and Duties to be settled | 15.1 | State the taxes and duties to be settled by the Lessee: <i>[state].</i> |

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The Section also contains the letter of intention to award a contract, which is not part of the contract forms.

1. Notice of Intention to Award a Contract

[Letterhead paper of the PE]

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

Date:

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

Subject: [Notification of the Intention to Award Contract Number [insert No of contract] for [insert description]

Reference is made to the above captioned matter

The submitted tenders were evaluated according to the criteria stated in the tender document. In accordance with 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 duration of [insert the duration]

Your tender was not considered for award of the contract due to the following reasons⁵

- 1)
- 2)
- 3)

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

. 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:

⁵Insert 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 PE]

[Insert date]

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

RE; NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. *[insert the tender number]* FOR *[insert tender description]*

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

You are requested to furnish the Performance Security 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 (hereinafter called the “Contract”) is made this [day of the month] day of [insert a month], [insert year] between [insert name and address of Lessor] (hereinafter called “the Lessor”), of the one part, and [insert name and address of Lessee] (hereinafter called “the Lessee”), of the other part:

WHEREAS the Lessor invited Tenders for the leasing of [describe the assets to leased] and has accepted a Tender by the Lessee for the leasing 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) Lessee’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: document(s): List if any.
3. The Lessee hereby covenants to pay the Lessor in consideration of the provision of the Assets, the Contract Lease Rent Price at the times and in the manner prescribed by the Contract.
3. In consideration of the payments to be made by the lessee to the Lessor as indicated in the Contract, the Lessor hereby covenants with the lessee 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.

Lessor

Signed by:
Name:
Position:
Date:

Lessee

Signed by:
Name:
Position:
Date:

In the presence of

Signed by:
Name:
Position:
Date:

In the presence of

Signed by:
Name:
Position:
Date:

Handing over Certificate

[Letterhead paper of the PE]

This is to certify that *[insert the description of assets being Leased]* have been handed over to *[insert name of the lessee and address]* pursuant to **Clause 8.** of the General Condition of Contract.

The documents handed over by the Lessor to the Lessee are *[list the documents]* as per **Clause 8.3** of the General Condition of Contract and as listed in the Clause 10 of Special Condition of Contract.

Authorized Signature of Lessor:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date:

Authorized Signature of Lessee:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date: