



Public Procurement Regulatory Authority

Standard Tendering Document

for

Procurement of Commodities

Public Procurement Regulatory Authority
P.O. Box 2865,
Dodoma

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Preface

Procurement of commodities under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act No. 7 of 2011 (hereinafter called PPA 2011) and the Public Procurement Regulations – Government Notice No. 446 of 2013 (hereinafter called Public Procurement Regulations).

This Standard Tendering Document (SBD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by procuring entities in the procurement of commodities through International Competitive Tendering (**ICT**) and National Competitive Tendering (**NCT**).

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the PPA 2011 and the Public Procurement Regulations.

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

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ABBREVIATIONS AND ACRONYMS

BDS	Tender Data Sheet
CFR	Cost and Freight
CIF	Cost Insurance and Freight
CIP	Cost and Insurance paid to a named Place.
CPT	Carriage Paid To
EXW	Ex- Works
FOB	Free on Board
FCA	Fee Carrier
GCC	General Conditions of Contract
GN	Government Notice
GPN	General Procurement Notice
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVA	Joint Venture Agreement
NCT	National Competitive Tendering
PE	Procuring Entity
PMU	Procurement Management Unit
PPA	Public Procurement Act
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tendering Document

SECTION I: INVITATION FOR TENDERS

[Insert Name of Procuring Entity]

[Insert logo]

[insert Tender identification number]

for

[Insert title or brief description of the commodities]

Invitation for Tenders

Date: *[insert date]*

1. This Invitation for Tenders (**IFT**) follows the General Procurement Notice (GPN) which appeared in *[insert media]* Issue no. *[insert the issue No]* dated *[insert dates of issue of GPN]*.
2. The Government of the United Republic of Tanzania has set aside funds for the operation of the *[insert the name of the Procuring Entity (PE)]* during the financial year *[insert the year under financing]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the *[insert the name of the contract]*

or

The *[insert name of Procuring Entity]* received/has applied for/intends to apply for a *[loan/credit /grant]* from the *[name of financing institution]* towards the cost of *[insert name of program/project]*, and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for *[insert name of contract]*.

3. The *[Insert the name of the Procuring Entity]* now invites sealed Tenders from eligible *[insert "national" if exclusive preference is applicable]* Suppliers for carrying out the *[insert brief description of the commodities to be procured]*.
4. Tendering will be conducted through the *[insert method of procurement]* procedures specified in the Public Procurement Regulations and is open to all Tenderers as defined in the Regulations.

5. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the *[Insert the Physical and postal address of the Tender board Secretary of the procuring entity]* from *[start and end of working hours]* on Monday to Friday inclusive except on public holidays.
6. A complete set of Tendering Documents in *[insert the language of Tender documents]* and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of *[insert the currency and amount]*. Payment should either be by Cash, Banker's Draft, or Banker's Cheque, payable to *[state the title of the Accounting Officer to which payments are to be made]*.
7. All Tenders must be accompanied by a Tender Security in an acceptable form in the amount of *[insert the amount in local currency]* or freely convertible currencies.

or

All Tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.

8. All Tenders in one original plus *[Insert the number of copies required]* copies, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical address, room number, floor, building/plot]* at or before *[insert time and date]*. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the *[insert the physical address of the place for tender opening]*.
9. Late Tenders, portion of Tenders, electronic Tenders, Tenders not received, Tenders not opened, and not readout in public at the Tender open ceremony 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

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A. Introduction

1.	Scope of Tender	1.1	The Procuring Entity (PE) indicated in the Tender data sheet (TDS) invites Tenders for the supply of commodities (grain, animal feed, cooking oil, fuel, fertilizer and metals) as specified in the TDS and Technical Specifications .
		1.2	The successful Tenderer will be expected to supply the commodities within the period stated in the TDS from the start date and completion date specified in the TDS .
2.	Source of Funds	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of commodities as described in the TDS.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the project described in the TDS, and it intends to apply part of this [loan/credit] to payments under the contract described in the TDS.</p>
		2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the PE to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3.	Eligible Tenderer	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, 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 Tender Data Sheet , there is no limit on the number of members in a joint venture, consortium, or

			association.
		3.2	The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity.
		3.3	Any Tender from a joint venture, consortium or association 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 Procuring Entity.
		3.4	The Invitation for Bids (IFT) is open to all suppliers as defined in the Public Procurement Regulations - Government Notice No. 446 of 2013, except as provided hereinafter.
		3.5	National Tenderer shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderer are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved supplier in Tanzania before signing the Contract.
		3.6	<p>A Tenderer shall not have a conflict of interest. All Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ul style="list-style-type: none"> a) Participated, are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the supply of commodities to be procured under this IFT; b) have controlling shares in common; c) receive or have received any direct or indirect subsidy from any of them; d) have the same legal representative for purposes of this Tender; e) have a relationship with each other, directly or through common third parties, that puts them in a position to

			<p>have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this bidding process;</p> <p>f) submit more than one bid in this bidding process.</p>
		3.7	<p>A Tenderer may be ineligible if -</p> <p>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
		3.8	<p>Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government. And are registered by the relevant registration boards or authorities.</p>
		3.9	<p>Tenderers shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.</p>
		3.10	<p>Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the</p>

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

		5.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
6.	Cost of Bidding	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.

B. Tendering Documents

7.	Content of Tendering Documents	7.1	<p>In addition to the IFT, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with Instruction to Tenderers (ITT) Clause 9.2 include:</p> <p>Section II Instructions to Tenderers (ITT) Section III Tender data sheet (TDS) Section IV General Conditions of Contract (GCC) Section V Special Conditions of Contract (SCC) Section VI Schedule of Requirements Section VII Technical Specifications Section VIII Tender Forms</p> <ul style="list-style-type: none"> • Form of Tender and price schedule • Letter of Acceptance • Form of Agreement <p>Section VIII Security Forms</p> <ul style="list-style-type: none"> • Tender Security Form • Tender Securing Declaration • Performance Security Form <p>Section IX Integrity</p> <ul style="list-style-type: none"> • Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program •
		7.2	The number of copies to be completed and returned with the Tender is specified in the TDS
		7.3	The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in sub-Clause 7.1 above, said Tendering Documents will take precedence.

		7.4	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Procuring Entity.
		7.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8.	Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the PE in writing or in electronic forms that provide record of the content of communication at the PE's address indicated in the TDS prior to the deadline for the submission of Tenders prescribed in sub- Clause 22.1 .
		8.2	The PE will within three (3) working days respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1 .
		8.3	Copies of the PE's response shall be sent to all prospective Tenderers who have the Tendering Documents, including a description of the inquiry, but without identifying its source.
		8.4	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 Clause 9 .
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 including the notice of any extension of the deadline issued shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to all who have obtained the Tendering Documents directly from the PE. Prospective Tenderers shall acknowledge receipt of each addendum by writing or in electronic forms that provide record of the content of communication to the PE.
		9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their

			Tenders, the PE, at its discretion, may extend the deadline for the submission of Tenders, pursuant to sub-Clause 22.2 .
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C. Preparation of Tenders

10.	Language of Tender	10.1	The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the TDS . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the TDS , in which case, for purposes of interpretation of the Tender, the translation shall govern.
11.	Documents Constituting the Tender	11.1	<p>The Tender prepared by the Tenderer shall constitute the following:</p> <ul style="list-style-type: none"> a) Form of Bid and a Price Schedule completed in accordance ITT Clause 14,15 and 16; b) Form of Sample(s) as requested in the Tender Data Sheet. c) Documentary evidence established in accordance with ITT Clause 13 that the Tenderer is eligible to Tender and is qualified to perform the Contract if its Tender is accepted; d) Documentary evidence established in accordance with sub-Clause 13.3(a) that the Tenderer has been authorized by the manufacturer to supply the commodities into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those commodities e) documentary evidence established in accordance with ITT Clause 12 that the commodities and ancillary services to be supplied by the Tenderer are eligible commodities and services and conform to the Tendering Documents; f) Tender Security or Tender Securing Declaration furnished in accordance with ITT Clause 18; g) Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.2;

			<p>h) The Power of Attorney should be submitted in the format provided.</p> <p>i) Any other document required in the TDS.</p>
		11.2	<p>Where a sample(s) is required by a procuring entity, the sample shall be:</p> <p>(a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, the closing time and date for the submission of tenders; and</p> <p>(d) evaluated to determine compliance with all characteristics listed in the Tender Data Sheet.</p>
		11.3	<p>The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-</p> <p>(a) does not conform to all characteristics prescribed in the solicitation documents and</p> <p>(b) are not submitted within the specified time.</p>
		11.4	<p>Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the commodities being tendered for and that competition shall not thereby be limited to that article only.</p>
		11.5	<p>Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.</p>
		11.6	<p>All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.</p>
12	Documents Establishing Eligibility of	12.1	<p>Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing to the PEs satisfaction, the eligibility and conformity to the</p>

	Commodities and Related Services and Conformity to Tendering Documents		Tendering Documents of all commodities and related services which the Tenderer proposes to supply under the Contract.
		12.2	The documentary evidence of the eligibility of the commodities and related services shall consist of a statement in the Price Schedule of the country of origin of the commodities and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	<p>The documentary evidence of conformity of the commodities and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential chemical characteristics of the Commodities; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the commodities and related services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) A discussion of the risk factors in the use of the commodities and recommended risk mitigation measures and procedures;
		12.4	<p>Unless the TDS stipulates otherwise, the commodities to be supplied under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its commodities by the time of bidding should submit a copy of the Registration Certificates, with its Tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the PE either;</p> <ul style="list-style-type: none"> (a) a copy of the Registration Certificate of the commodities for use in the United Republic of Tanzania, or if such Registration Certificate has not yet been obtained; (b) evidence establishing to the PE's satisfactions that the Tenderer has complied with all the documentary requirements for registration as specified in the TDS.
		12.5	The PE shall at all times cooperate with the successful Tenderer to facilitate the registration process within the

			United Republic of Tanzania. The agency and contact person able to provide additional information about registration are identified in the TDS.
		12.6	If the commodities of the successful Tender have not been registered in the United Republic of Tanzania at the time of contract signing, then the contract shall become effective upon such date as the certificate of registration is obtained.
		12.7	For purposes of the commentary to be furnished pursuant to ITT Clause 12.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the PE in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.8	The required documents and other accompanying documents must be in English. In case any language other than English is used the pertinent translation into English shall be attached to the original version.
13.	Documents Establishing Tenderer's Eligibility and Qualifications	13.1	Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT Clause 3 and 4.
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction: <ul style="list-style-type: none"> a) that, in the case of a Tenderer offering to supply commodities under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the Commodities' Manufacturer or producer to supply the commodities in the United Republic of Tanzania; b) that, the manufacturer is incorporated in the country of manufacture, which shall be an eligible country;

			<p>c) has been issued a certificate of resale in the country of origin by the regulatory authority for commodities covered by this ITT;</p> <p>d) provides evidence that the commodities have, where required by the United Republic of Tanzania, certificates of registration issued by the United Republic of Tanzania; these certificates relate to active ingredients as well as to the final products;</p> <p>e) provides evidence that commodities has been manufactured under internationally acceptable good manufacturing procedures, in accordance with ISO 9000 or equivalent;</p> <p>f) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the TDS, and has a successful performance history in accordance with criteria specified in the TDS. If a pre-qualification process has been undertaken for the Contract, the Tenderer shall, as part of its Tender, update any information submitted with its pre-qualification;</p> <p>g) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped, and able to carry out stocking and after sale services obligations prescribed in the GCC and/or Technical Specifications; and</p> <p>h) the Tenderer meets the qualification criteria listed in the TDS</p>
14.	Form of Bid	14.1	The Tenderer shall fill the Form of Tender and Price Schedule of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
15.	Bid Prices	15.1	The Tender prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.
		15.2	All lots and items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the

			Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with sub-Clause 14.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Form of Tender in accordance with sub-Clause 15.9.
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the commodities it intends to supply under the contract. The terms EXW, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the Tender Data Sheet .
		15.6	<p>Prices shall be quoted as specified in each Price Schedule. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices shall be entered in the following manner::</p> <p>a) For commodities manufactured from within the United Republic of Tanzania:</p> <p>i) the price of the commodities quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p style="padding-left: 40px;">A: on the components and raw material used in the manufacture or assembly of commodities quoted ex works or ex factory; or B: on the previously imported commodities of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>ii) United Republic of Tanzania sales and other taxes</p>

			<p>which will be payable on the commodities if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the commodities to their final destination, if specified in the Tender Data Sheet.</p> <p>iv) the price of other (incidental) services, if any, For commodities Manufactured outside the United Republic of Tanzania, to be imported:</p> <p>v) the price of the commodities shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Tender Data Sheet. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.</p> <p>vi) the price for inland transportation, insurance, and other local costs incidental to delivery of the commodities from the port of entry to their final destination, if specified in the Tender Data Sheet.</p> <p>b) For commodities manufactured outside the United Republic of Tanzania, already imported:</p> <p>(i) the price of the commodities, including the original import value of the commodities; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the commodities already imported.</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the commodities already imported;</p> <p>(iii) the price of the commodities, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any Purchaser's Country sales and other taxes which will be payable on the commodities if the contract is awarded to the Tenderer; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the commodities from the named place of destination</p>
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			<p>to their final</p> <p>c) for Related Services, other than inland transportation and other services required to convey the commodities to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
		15.7	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the Tender Data Sheet. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. If, however, in accordance with the Tender Data Sheet, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero</p>
		15.8	<p>If so indicated in the Invitation for Tenders and Instructions to Tenderers, Tenders are being invited for individual contracts (Lots) or for any combination of lots (packages). , Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB Sub-Clause 15.4 provided the bids for all lots (contracts) are opened at the same time</p>
16.	Tender Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the TDS.</p> <p>b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.</p>

		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in sub-Clause.16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of sub-Clause 31.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to sub-Clause 16.1.
17.	Tender Validity Period	17.1	Tenders shall remain valid for the period stipulated in the TDS after the date of Tender submission specified in ITT Clause 22. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the Tender validity period, the PE may request that the Tenderer's consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made in writing. The Tender security provided under ITT Clause 18 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender security or Tender securing declaration for the period of the extension, and in compliance with ITT Clause 18 in all respects.
		17.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
18.	Tender Security or Tender Securing Declaration	18.1	Pursuant to ITT Clause 11, unless otherwise specified in the TDS , the Tenderer shall furnish as part of its Tender, a Tender security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format

			provided in the Section for Security Forms
		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 18.9.
		18.3	<p>The Tender Security shall be denominated in Tanzania Shillings or in a freely convertible currency, and shall be, at the Tenderer's option, in one of the following forms:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified banker's cheque; or</p> <p>c) any other forms of security indicated in the TDS, from a reputable source from an eligible country.</p>
		18.4	The Bid security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in the Section for Security Forms or another form approved by the PE prior to the Tender submission
		18.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in sub-Clause 18.9 are invoked.
		18.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with sub-Clauses 18.1 and 18.3 shall be rejected by the PE as non-responsive, pursuant to IIT Clause 27.
		18.7	Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to IIT Clause 17.
		18.8	The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract or pursuant to IIT Clause 41, and furnishing the performance security, pursuant to IIT Clause 42.
		18.9	The Tender security may be forfeited or the Tender

			<p>securing declaration executed:</p> <p>a) if a Tenderer</p> <p>i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in sub-Clause 17.2; or</p> <p>ii) does not accept the correction of errors pursuant to sub-Clause 30.2; or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails:</p> <p>i) to sign the contract in accordance with ITT Clause 41; or</p> <p>ii) to furnish performance security in accordance with ITT Clause 42.</p>
		18.10	The Tender security or the Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
		18.11	<p>A Tenderer shall be suspended from being eligible for bidding in any contract with the PE for the period of time indicated in the Tender securing declaration:</p> <p>(a) if the Tenderer withdraws its Tender, except as provided in sub-Clauses 17.2 and 24; or</p> <p>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required performance security.</p>
19.	Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, sub-Clause 19.2 shall prevail.
		19.2	Pursuant to sub clause 19.1, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the

			technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
		19.3	A Tenderer may submit both a main Tender which conforms precisely to the Schedule of Requirements and an alternative Tender.
		19.4	Where a Tenderer submits more than one Tender, each Tender shall be submitted as a completely separate Tender and shall conform to the instructions for preparation and submission of Tenders in its own right, without any reliance on any other Tender. In particular, each Tender shall be separately signed, authorized, sealed, labeled and submitted in accordance with the instructions for submission of Tenders and shall be accompanied by a separate Security, if so required. Such Tenders shall be labeled "Main Tender" and "Alternative Tender".
		19.5	The evaluation of alternative Tenders shall use the same methodology, criteria and weights as the evaluation of main Tenders, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Schedule of Requirements.
20	Format and Signing of Tender	20.1	The Tenderer shall prepare an original and the number of copies/sets of the Tender indicated in the TDS , clearly marking each one as "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall prevail.
		20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		20.3	Any interlineations, erasures, or overwriting to correct errors made by the Tenderer should be initialed by the person or persons signing the Tender.

		20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

D. Submission of Tenders

21.	Sealing and Marking of Tenders	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as " ORIGINAL " and " COPY. " The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. For the purposes of this clause " seal" can be a piece of wax, soft metal or paper that is placed across the opening of a letter or box and which has be broken before the letter or box can be opened.
		21.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to the PE at the address given in the TDS; and b) bear the Project name indicated in the TDS, the IFT title and number indicated in the TDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the TDS, pursuant to sub-Clause 22.1.
		21.3	In addition to the identification required in sub-Clause 21.2 , the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to ITT Clause 23 and for matching purpose under ITT Clause 24 .
		21.4	If all envelopes are not sealed and marked as required by sub-Clause 19.2 , the PE will assume no responsibility for the misplacement or premature opening of Tender.
		21.5	If the outer envelope discloses the Tenderer's identity, the PE will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
22.	Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE at the address specified under sub-Clause 21.2 no later than the date and time specified in the TDS .
		22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of

			Tenders by amending the Tendering Documents in accordance with ITT Clause 9 , in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23.	Late Tenders	23.1	The PE shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22 .
		23.2	Any Tender received by the PE after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.
24.	Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the PE prior to the deadline for submission of Tenders.
		24.2	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked " MODIFICATION " " SUBSTITUTION " or " WITHDRAWAL " as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
		24.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with sub-Clause 24.1 . Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
		24.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
		24.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security or execution of the Tender securing declaration, pursuant to the sub-Clause 18.9 .

E. Opening and Evaluation of Tenders

25.	Opening of Tenders	25.1	The PE will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT Clause 24 , in public, in the presence of Tenderers' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the TDS . The Tenderers' representatives present shall sign a register as proof of their attendance.
		25.2	Envelopes marked " WITHDRAWAL " shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
		25.3	All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender securing declaration and such other details as the appropriate Tender Board may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.
		25.4	Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
		25.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Tenderer's representative shall indemnify the PE against any claim or failure to read out the correct information contained in the Tenderer's Tender.

		25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23 .
		25.7	The Procuring Entity shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender security or Tender securing declaration.
		25.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
		25.9	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
26.	Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
		26.3	Notwithstanding sub-Clause 26.2 from the time of Tender opening to the time of contract award, if any Tenderer wishes to contact the PE on any matter related to the bidding process, it should do so in writing or in electronic forms that provide record of the content of communication.
27.	Clarification of Tenders	27.1	To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by

			the PE in the evaluation of Tenders in accordance with ITT Clause 30 .
		27.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.
28.	Preliminary Examination of Tenders	28.1	<p>Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender:</p> <ul style="list-style-type: none"> d) meets the eligibility criteria defined in ITT Clause 3 and Clause 4; e) has been properly signed; f) is accompanied by the required securities; and g) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
		28.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
		28.3	The PE will confirm that the documents and information specified under ITT Clauses 11, 12 and 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
		28.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does

			not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
		28.5	If a Tender is not substantially responsive, it will be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
29	Technical Evaluation	29.1	The PE shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the bid submitted in accordance with ITT Clause 12, to confirm that all requirements specified in Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.
30.	Correction of Errors	30.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
		30.2	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 bid will then be rejected, and the Tender security may be forfeited or the Tender securing declaration may be executed in accordance with sub-Clause 18.9.
31.	Conversion to Single Currency	31.1	<p>To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:</p> <p>a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;</p> <p style="text-align: center;">or</p> <p>b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.</p>
		31.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the TDS .
32.	Commercial Evaluation of Tenders	32.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT Clause 30.
		32.2	<p>The PE's evaluation of a Tender will exclude and not take into account:</p> <p>(a) in the case of commodities manufactured in the United Republic of Tanzania or commodities of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, that will be payable on the commodities if a contract is awarded to the Tenderer;</p> <p>in the case of commodities of foreign origin offered from if abroad, customs duties and other similar import taxes that will be payable on the commodities if the contract is awarded to the Tenderer; and any allowance for price adjustment during the period of execution of the Contract, if provided in the Tender.</p>
		32.3	The comparison shall be between the EXW price of the

			<p>commodities offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the commodities, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the commodities offered from outside the United Republic of Tanzania.</p>
		32.4	<p>The PE's evaluation of a Tender will take into account, in addition to the Tender price quoted in accordance with ITT sub-Clause 15.2, one or more of the following factors as specified in the TDS, and quantified in ITT sub-Clause 35.4:</p> <ul style="list-style-type: none"> (a) subject to ITT sub-Clause 15.2 (a) (iii) or 16.2 (b) (iv) the cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the commodities to their final destination; (b) delivery schedule offered in the Tender; (c) deviations in payment schedule from that specified in the SCC; (c) other specific criteria indicated in the TDS and/or in the Technical Specifications.
		32.5	<p>For factors retained in the TDS pursuant to ITT sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the TDS:</p> <ul style="list-style-type: none"> a) Inland transportation from EXW/port of entry/border point, insurance, and incidentals. <p>Inland transportation, insurance, and other incidental costs for delivery of the commodities from EXW/port of entry/border point to the site named in the TDS will be computed for each Tender by the PE on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the PE to EXW/CIF/CIP border point price.</p> b) Delivery schedule. <ul style="list-style-type: none"> i) The PE requires that, the commodities under these Tendering Documents to be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the commodities at

			<p>the site will be calculated for each Tender after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each Tender by applying a percentage, specified in the TDS, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Tendering Documents for evaluation purposes. No credit shall be given to early delivery.</p> <p>or</p> <p>ii) The commodities covered under these Tendering Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>Or</p> <p>iii) The commodities covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the TDS, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.</p> <p>c) Deviation in payment schedule.</p> <p>i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. -Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The PE may consider the alternative payment schedule offered by the selected Tenderer.</p> <p>or</p> <p>ii) The SCC stipulates the payment schedule offered by the PE. If a Tender deviates from the schedule and if such deviation is permitted in the TDS, the Tender will be evaluated by calculating interest</p>
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			<p>earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the TDS.</p> <p>d) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the TDS and/or in the Technical Specifications.</p>
		32.6	<p>If these Tendering Documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender, is specified in the TDS.</p>
33.	National Preference	33.1	<p>If the TDS so specifies, the PE will grant a margin of preference to commodities manufactured from within the United Republic of Tanzania for the purpose of the comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in sub-Clause 13.3.</p>
		33.2	<p>The PE will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Form of Tender and Price Schedules, pursuant to ITT Clauses 14 and 15.</p>
		33.3	<p>For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:</p> <p>a) Group A: Tenders offering commodities manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:</p> <p>(i) labour, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the commodities offered; and</p> <p>(ii) the production facility in which they will be manufactured or processed has been engaged in manufacturing, assembling or processing such commodities at least since the time of Tender submission.</p> <p>b) Group B: All other Tenders offering commodities from within the United Republic of Tanzania, already</p>

			<p>imported.</p> <p>c) Group C: Tenders offering commodities from overseas which are to be directly imported.</p>
		33.4	<p>All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.</p>
		33.5	<p>If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated id price of the imported commodities offered in each Group C Tender, for the purpose of this further comparison only:</p> <p>a) the amount of custom duties and other import taxes that a non-exempt importer would have to pay for the importation of commodities offered in each Group C Tender;</p> <p>or</p> <p>c) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such commodities, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such commodities.</p>
		33.6	<p>If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under sub-Clause 35.2 above, will be selected for award.</p>
34.	Determination of Lowest Evaluated Tender	34.1	<p>The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.</p>
35.	Post-qualification of Tenderer	35.1	<p>If prequalification was not undertaken, post-qualification shall be performed.</p>
		35.2	<p>Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-</p>

			<p>qualification. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procuring Entity as to the ability of the tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender the procuring entity shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication ; and subsequently verify the tender or parts of the tender being abnormal (c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; (d) The Procuring Entity shall seek the approval of the Authority prior to rejecting a tender; (e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and <p>An abnormally low tender means, in the light of the Procuring Entity's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		35.3	<p>The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.2</p>
		35.4	<p>The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such</p>

			other information as the PE deems necessary and appropriate. Factors not included in these tendering documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.5	A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		35.6	In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		35.7	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily .

F. Award of Contract

36.	Criteria of Award	36.1	<p>Subject to ITT Clause 35 and 37, the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITT Clause 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) successful negotiations have been concluded, if any.
		36.2	If, pursuant to sub-Clause 13.4, this Contract is being let on a "slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
37.	Negotiations	37.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the

			<p>statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;</p> <p>(c) a minor amendment to the SCC</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of bidding.</p>
		37.2	Where single source method was used or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the commodities.
		37.3	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	Procuring Entity's Right to Accept any Tender and to Reject any or All Tenders	38.1	Notwithstanding ITT Clause 36, the PE reserves the right to accept or reject any Tender, and to annul the bidding process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).
		38.2	Notice of the rejection of all Tenders shall be given promptly to all Suppliers that have submitted Tenders.
		38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
39.	Procuring Entity's Right to Vary Quantities at the Time of Award	39.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of commodities or related services originally specified in these Tendering Documents (schedule of requirements) provided this does not exceed the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.

40	Notification of Award	40.1	Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		40.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 42.
		40.4	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 41, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the Tenderers pursuant to sub-Clause 18.7
		40.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which it's Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing to the unsuccessful Tenderer.
41.	Signing of Contract	41.1	Promptly after notification, Procuring Entity shall send the successful Tenderer the agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
		41.2	Within twenty eight (28) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the PE.
42.	Performance Security	42.1	Within twenty eight (28) days of the receipt of letter of acceptance from the PE, the successful Tenderer shall furnish the performance security in the amount and in the form stipulated in the TDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of

			Contract.
		42.2	<p>If the Performance Security is provided by the successful Tenderer, it shall be in any of the following forms:</p> <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p style="text-align: center;">Any Performance Security submitted shall be enforceable in the United Republic of Tanzania..</p>
		42.3	<p>Failure of the successful Tenderer to comply with the requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the PE may make the award to the next lowest evaluated Tenderer.</p>
43.	Advance Payment	43.1	<p>The PE will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the TDS.</p>
		43.2	<p>The Advance Payment request shall be accompanied by an Advance Payment Security (Bank Guarantee) in the form provided in Section for security forms For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of commodities.</p>
44.	Adjudicator	44.1	<p>The PE proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.</p>

45.	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	45.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers under Government financed 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> <ul style="list-style-type: none"> 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; 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; iii. collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice iv) "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 v) "Obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act. <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for the contract;;</p>
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			<p>c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for commodities or services if it at any time determines that corrupt, fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds for 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 the United Republic of Tanzania to remedy the situation</p> <p>d) Will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for, or in executing, a public - financed contract</p>
		45.2	The Government of the United Republic 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, fraudulent, coercive, collusive 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.
		45.3	Any communications between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

G. Review of Procurement Decisions

46.	Right to Review	46.1	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 by the Act or Regulations may seek a review in accordance with the procedures set out under this Section.
47.	Time Limit on Review	47.1	The Tenderer shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48	Submission of	48.1	Any application for administrative review shall be

	Applications for Review		submitted in writing or electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the Tender Data Sheet .
		48.2	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint.
		48.3	The head of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
49.	Decision by the Head of Procuring Entity	49.1	<p>The head of a PE shall, within fourteen (14) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
		49.2	Where the head of a PE does not issue a decision within the time specified in sub-Clause 49.1, the Tenderer submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 50.1 within fourteen (14) days after such specified time and upon instituting such proceedings, the competence of the head of a PE to entertain the complaint or dispute shall cease.

50.	Review by the Public Procurement Appeals Authority	50.1	<p>Complaints or disputes which-</p> <p>a) are not settled within the specified period under Sub-Clause 49.1 [above];</p> <p>b) are not amicably settled by the accounting officer;</p> <p>c) arise after the procurement contract has entered into force, shall be referred to the Appeals Authority within fourteen days from the date when the tenderer received the decision of the accounting officer or;</p> <p>d) in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.1 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute;</p> <p>(e) arise out of provision of Section 62(6) of the Act.</p>
		50.2	PPAA may be contacted at the address shown in the TDS .

SECTION III: TENDER DATA SHEET

Tender Data Sheet

The following specific data for the commodities to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT Clauses.]

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	Name of Procuring Entity: <i>[insert: name of Procuring Entity]</i> . The subject of procurement is: <i>[describe the commodities to be provided using this Contract and the location where the commodities are to be provided]</i>
	1.2	Period for supply of commodities: <i>[insert: expected duration of which this Contract is intended to be]</i> Commencement date for supply of commodities: <i>[insert: starting date]</i>
2	2.1	Financial year for the operations of the PE: <i>[insert: year]</i> Name of Project <i>[insert: name and summary description of the Project if any]</i> Name of financing institution: <i>[insert: name if any]</i> Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i>
	2.2	Name of financing institution: <i>[insert: name if any]</i>
3	3.1	Maximum number of members in the joint venture, consortium or association shall be: <i>[insert the number]</i>

3.	4.1	[If applicable insert names of illegible countries for the purpose of this Tender"]
4.	4.6	Demonstration of authorization by manufacturer [required or not required]

B. Tendering Documents

6.	7.2	[Number of copies to be completed and returned with the Tender [specify no. of copies]
7.	8.1	The address for clarification of Tendering Documents is [insert full address]

C. Preparation of Tenders

8.	10.1	The Language of all correspondences and documents related to the Tender is: [specify]
8.	11.1 (b)	[List forms of samples to be submitted]
9.	11.1 (g)	In addition to the documents stated in ITT Clause 11.1 (a) through (f), the following documents must be submitted with the Tender [insert: list of documents] <i>(Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce commodities in their appropriate forms, including processing, blending, formulating, filling, packing, labeling, and quality testing.</i> <i>The Tenderer shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the commodities offered.)</i>
10.	11.2 (d)	[List the characteristics to be evaluated]
11.	12.4	[Note: If the United Republic of Tanzania does not require registration of the Commodities insert the following language: ITT sub-Clause 12.4 is inapplicable. The Applicable law does not

		<p><i>require registration of the commodities to be supplied under the Contract.]</i></p> <p>Note: The PE shall not annul award of a Contract on the basis of a Tenderer's failure to successfully register the commodities, without first seeking and obtaining the Public Procurement Regulatory Authority's approval. There shall be no forfeiture of a Tenderer or a Performance security based on the failure to obtain registration.</p>
12.	12.4(b)	<p>By the time of Contract award, the successful Tenderer shall have complied with the following documentary requirements in order to register the commodities to be supplied under the Contract: <i>[insert: specific documentary requirements or any other country specific requirement]</i></p> <p>Note: Because of the potential for delay when various government agencies must intervene in the registration process, Tenderers are alerted to inquire about registration requirements and procedures as early as possible.</p>
13.	12.5	<p>For the purpose of obtaining additional information about the requirements for registration, Tenderers may contract <i>[insert: name of agency, contact person, phone / fax/ email address]</i>.</p>
14.	13.3 (f)	<p>Qualification criteria for Tenderers under this contract are:- <i>[insert as appropriate: quantifiable qualification criteria for experience and / or financial capability]</i></p> <p>The following documents must be included with the Tenderer:</p> <p><i>(Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tenderer is accepted :)</i></p> <p>i) <i>that, in the case of a Tenderer offering to supply commodities under the Contract is also the manufacturer or otherwise produces (using ingredients supplied by primary manufacturers);</i></p> <p style="margin-left: 40px;">a) <i>is incorporated in the country of manufacture of the commodities;</i></p> <p style="margin-left: 40px;">b) <i>has been licensed by the regulatory authority in the country of manufacture to supply the commodities;</i></p> <p style="margin-left: 40px;">c) <i>has manufactured and marketed the specific commodities covered by this bidding document, for at least two (2) years, and for similar commodities for at least five (5) years;</i></p> <p>ii) <i>that, in the case of a Tenderer offering to supply commodities under the Contract does not manufacture or otherwise produce, has been duly authorized by a manufacturer of the</i></p>

		<p>commodities that meets the criteria under (i) above to supply the commodities in the United Republic of Tanzania; and</p> <p>(The Tenderer shall also submit the following additional information):</p> <p>(a) a statement of installed manufacturing capacity;</p> <p>(b) copies of its audited financial statements for the past three fiscal years;</p> <p>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(d) list of major supply contracts conducted within the last five years.</p> <p>Note: If Tenderers for individual lots are permitted, the qualification criteria for each lot should be given separately. In the case where a pre-qualification process has been undertaken, the qualification criteria stated here should mirror the criteria established in the pre-qualification.</p>
15	15.5	The Incoterms edition is: <i>[Insert relevant edition]</i>
16.	15.6(a) (iii),	<p>Prices for inland transportation, insurance, and other local costs incidental to delivery of the Commodities offered from within the United Republic of Tanzania shall be quoted as:-</p> <p>Price of other incidental services shall be quoted as:-</p> <p><i>[Specify EXW and whether prices for inland transportation and price of incidental services must be quoted in addition to EXW].</i></p> <p>Note: if the price for inland transportation is not to be quoted separately, then estimated dimensions and shipping weight of each package should be requested in accordance with sub-Clause 31.5(a). The related provisions shall be reflected accordingly in SCC and Price Schedules.</p>
17.	ITT 15.6 (b) (i)	<p>Prices for Commodities manufactured outside United Republic of Tanzania, to be imported shall be quoted as:-</p> <p><i>[select, in accordance with the Schedule of Requirements, "CIP named place of destination or CIP border point of CIF" named port of destination"].</i></p>
	15.6 (b) (ii)	<p><i>[specify whether prices for inland transportation and prices of incidental services, pursuant to ITT sub-Clause 15.6 (b) (ii) and (v), must be quoted in addition to the above CIF or CIP prices].</i></p> <p>Note: If the price for inland transportation is not to be quoted separately, then estimated dimensions and shipping weight of each package should be requested in accordance</p>

		with sub-Clause 32.5(a). The related provisions shall be reflected accordingly in SCC and Price Schedules.
18.	ITT 15.7	Prices shall be fixed <i>Or</i> <i>The price shall be adjustable.[Delete the non-applicable option]</i>
19.	ITT 15.8	Tenders are being invited for [<i>indicate "one or more items," or "individual contracts (lots)"</i>]
20	ITT 16.1	a) For commodities and related services originating in United Republic of Tanzania the currency of the Tender shall be [<i>Insert currency</i>]
21.	17.1	The Tender validity period shall be [<i>insert number</i>] days
22 .	18.1	The amount of Tender Security is[<i>insert amount and currency</i>] <i>Or</i> A Tender Securing Declaration form shall be filled by the Tenderer [<i>Delete the non-applicable option</i>]
23.	18.3 (c)	Other forms of security are [<i>Insert other forms if required</i>]
24.	19.1	Alternatives Tenders to the requirements of Tendering Documents [<i>Insert "will" or "will not" as appropriate</i>] be permitted with respect to [<i>describe the alternatives to be permitted, or delete as appropriate</i>]
25.	20.1	The number of copies of the Tender to be completed and returned shall be { <i>Insert Number</i> }
26.	20.2	The written confirmation for authorization are: [<i>insert required authorization</i>] [<i>Normally Power of Attorney is attorney to the bid</i>]

D. Submission of Tenders

27.	21.2 (a)	Tender shall be submitted [<i>specify the Procuring Entity's address below</i>] Street address: [<i>insert the street address, if any</i>] Building/Plot No. [<i>insert the building/plot, if any</i>] Floor/Room No. [<i>insert floor/room No. as appropriate</i>] City/Town : [<i>insert city/town as appropriate</i>] [<i>Normally the office of the Secretary of the appropriate Tender</i>]
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		<i>Board]</i>
28.	21.2 (b)	Project Name [<i>Insert name of the project</i>] IFT title and number [<i>Insert IFT title and number</i>] Time and date for submission [<i>Insert time and date for submission</i>]
29.	22.1	The deadline for Tender submission is [<i>Insert date and time</i>]

E. Opening and Evaluation of Tenders

30.	25.1	The Tender opening shall take place at: Street address : [<i>insert the street , if any</i>] Building/Plot No. [<i>insert the building/plot</i>] Floor/Room No. [<i>insert the floor/room</i>] City/Town : [<i>insert city/town</i>] Country : [<i>insert the country</i>] Day : [<i>insert the day</i>] Date : [<i>insert the date</i>] Time : [<i>insert the time</i>]
31.	31.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender expressed in various is [<i>Insert currency</i>] The source of exchange rate shall be [<i>Insert source</i>] The date of exchange rate shall be [<i>Insert date</i>]
32.	32.4	The evaluation will take into account [<i>Insert; factors and other specific criteria</i>]
33.	32.5	The factors retained pursuant to TDS - Clause 23 and the quantification methods are: [<i>insert: factors</i>]
34.	32.5 (a)	Inland transportation, insurance and other costs from EXW/port of entry/ border point to [<i>Insert: name of project site(s) where commodities shall be delivered</i>]. For the purpose of computing the above costs, the dimensions specified by Tenderer are: [<i>state: estimated dimensions and shipping weight of each package and approximate EXW/CIF/CIP value of each package</i>] Note: This information is not required when the Tenderers are invited to submit a Tender in accordance with ITT sub-

		Clause 15.6(a) (iii) or ITT Sub – clause 15.2(b) (ii).
35.	32.5(b) (i) (ii) & (iii)	<p>Delivery schedule [<i>specify: relevant parameters in accordance with option selected</i>]</p> <p>The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is [<i>specify: adjustment in percentage</i>]</p> <p>Or</p> <p>The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is [<i>specify: adjustment in percentage</i>]</p> <p>Or</p> <p>The adjustment for partial shipments is [<i>specify: adjustments for early and late deliveries</i>].</p> <p>Note: For evaluation purposes, a rate of one-half (0.5) percent per week is a reasonable figure.</p>
36.	32.5(c) (ii)	<p>The PE [<i>select: will / will not</i>] accept deviations from the payment schedule in the SCC.</p> <p>Note: If deviations are accepted, add the following text. The percentage adjustment for payment schedule deviations is: [<i>insert: percentage</i>] % per week.</p> <p>Note: If inflation expectations widely diverge between local and foreign currencies, and Tenderers are expected to quote significant amounts in local currencies, different adjustment rates for local and foreign currency prices should be provided.</p>
37.	32.5 (d)	<p>[<i>insert: other factors to be used in the evaluation and their evaluation method or reference to the Technical specifications</i>]</p> <p>Evaluation criteria for items/ lots</p> <p>[<i>Select one of the two sample clauses below</i>]</p> <p><i>If Tenderers have been invited for items only, state should state the following:-</i></p> <p>Tenderers may Tender for any one or more items. Tenders will be evaluated for each item and the Contract will comprise the <i>item(s) awarded to the successful Tenderer</i>.</p> <p><i>If lots will be accepted, state the should state the following:</i></p> <p>Tenderers can Tender for one or more lots. Tenders will be evaluated lot by lot. Tenderers must quote for the entire quantity of each item.</p>

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F. Award of Contract

38.	39.1	Percentage for quantity increase or decrease is <i>[insert percentage]</i> . <i>[Should not exceed fifteen (15) percent.]</i>
39.	42.1	The Performance Security shall be <i>[insert: amount between 10 and 20 percent of the Contract Price]</i>
		The Advance Payment shall be limited to <i>[Insert; percentage of contract Price]</i>
40.	44.1	The Adjudicator proposed by the PE is <i>[insert: name and address]</i> . The hourly fee for this proposed Adjudicator shall be <i>[insert: amount and currency]</i> .

G. Review of Procurement Decisions

41.	48.1	The Address of PPRA to submit a copy of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9 th Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz
42.	50.2	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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SECTION IV: GENERAL CONDITIONS OF CONTRACT

1.	Definitions	1.1	<p>Unless otherwise expressly provided wherever used in this Contract, the following terms shall be interpreted as indicated below:</p> <p>(a) "Completion" means the fulfillment of the contract and related services by the Supplier in accordance with the terms and conditions set forth in the contract</p> <p>(b) "Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>(b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;</p> <p>(c) "The Commodities" means Fertilizers and Fertilizer Raw Materials which the Supplier is required to supply to the Purchaser under the Contract;</p> <p>(d) "Services" means Services ancillary to the supply of the Commodities such as transportation and insurance;</p> <p>(e) "The Purchaser" means the Organization purchasing the Commodities;</p> <p>(f) "The Supplier" means the Organization supplying the Commodities under this Contract.</p>
2.	Application	2.1	<p>These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.</p>
3.	Governing Language	3.1	<p>The Contract shall be written in the language specified in the SCC. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.</p>
		3.2	<p>If any of the contract document, correspondence or</p>

			communication is prepared in any language other than the governing language under sub Clause 3.1, translation of such documents, correspondence or communication in the language specified in sub-Clause 3.1 shall prevail in matters of interpretation.
4.	Applicable Law	4.1	The Contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC .
5.	Country of Origin	5.1	All commodities and related services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the United Republic of Tanzania, as further elaborated in the SCC .
		5.2	For purposes of this clause "origin" means the place where the commodities are mined, produced or manufactured.
		5.3	The origin of commodities and related services is distinct from the nationality of the Supplier.
6.	Standards	6.1	The commodities supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Commodities' country of origin. Such standards shall be the latest issued by the concerned institution.
7.	Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania	7.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		7.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-Clause 7.1 except for purposes of performing the Contract.
		7.3	Any document, other than the Contract itself, enumerated in sub-Clause 7.1 shall remain the

			property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		7.4	The Supplier shall permit the Government of the United Republic of Tanzania to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government, if so required by the Government.
8.	Patent Rights	8.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the commodities or any part thereof in the Purchaser's country.
9.	Performance Security	9.1	Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in the SCC .
		9.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		9.3	The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the Tendering documents or another format acceptable to the Purchaser; or (b) a banker's certified cheque.
		9.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract,

			including any warranty obligations, unless specified otherwise in the SCC.
		9.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
10.	Inspections and Tests	10.1	<p>The Purchaser or its representative shall have the right to inspect and/or to test the Commodities to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes within 21 days after award of contract.</p> <p>(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Commodities shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Commodities.</p> <p>(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>(c) Upon receipt of the Commodities at place of final destination, the Purchaser's representative shall inspect the Commodities or part of the Commodities to ensure at they conform to the condition of the Contract and advise the Purchaser that the Commodities were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Commodities (or part of Commodities). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Commodities or part of Commodities at place</p>

			of final destination.
		10.2	Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by sub- Clause 10.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.
11.	Packing	11.1	The Supplier shall provide such packing of the commodities as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Commodities' final destination and the absence of heavy handling facilities at all points in transit.
		11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
12.	Delivery and Documents	12.1	Delivery of the Commodities shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
		12.2	For purposes of the Contract, "EXW," "FOB," 'FCA,' 'CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of

			INCOTERMS published by the International Chamber of Commerce, Paris.
		12.3	Documents to be submitted by the Supplier are specified in the SCC . INCOTERMS provides a set of international rules for the interpretation of the more commonly used trade terms.
13.	Insurance	13.1	The Commodities supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
		13.2	Where delivery of the commodities is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the PE as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
14.	Transportation	14.1	Where the Supplier is required under the Contract to deliver the commodities FOB , transport of the commodities, up to and including the point of putting the commodities on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		14.2	Where the Supplier is required under the Contract to deliver the commodities CFR or CIF , or to a specified destination within the Purchaser's country, transport of the commodities to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		14.3	Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.
		14.4	In all of the above cases, transportation of the commodities after delivery shall be the responsibility of the Purchaser.

		14.5	Where the Supplier is required under the Contract to deliver the commodities CIF or CFR , no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the commodities FOB , and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the commodities within the time period(s) specified in the Contract.
15.	Incidental Services	15.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC .
		15.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the commodities, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
16.	Warranty	16.1	All commodities must bear the dates of manufacture and expiry. The Supplier further warrants that all Commodities supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for commodities with a shelf life of more than two years and three-fourths (3/4) for commodities with a shelf life of two years or less, unless otherwise specified in the SCC ; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse pesticides effects; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
		16.2	The Purchaser shall have the right to make claims under the above warranty for three months after the Commodities have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the PE, the Supplier shall, with all reasonable speed, replace the defective Commodities

			without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Commodities once the replacement Commodities have been delivered.
		16.3	In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective commodities. In the event of the independent analysis confirming the quality of the product, the PE will meet all costs for such analysis.
		16.4	If, after being notified that the defect has been confirmed pursuant to sub-Clause 16.2 above, the Supplier fails to replace the defective Commodities within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Commodities for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
		16.5	<i>Recalls.</i> In the event any of the Commodities are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Commodities that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Commodities. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
17.	Payment	17.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
		17.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that

			provide record of the content of communication, accompanied by an invoice describing, as appropriate, the commodities delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
		17.3	Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment the Supplier shall be paid interest on late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		17.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		17.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to 17.4 above.
		17.6	The Purchaser will provide an advance payment on the contract subject to maximum amount and form as specified in the SCC, upon submission of Advance payment security of equivalent amount by the supplier.
18.	Prices	18.1	Prices charged by the Supplier for commodities delivered and related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for Tender validity extension, as the case may be.
19.	Change Orders	19.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following: (a) specifications, where Commodities to be

			<p>furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and/or</p> <p>(d) the Services to be provided by the Supplier.</p>
		19.2	<p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
20.	Contract Amendments	20.1	<p>Subject to GCC Clause 15, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the other party</p>
21.	Assignment	21.1	<p>Neither the Supplier nor the Purchaser shall assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.</p>
		21.2	<p>The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the contract.</p>
		21.3	<p>Subcontracts must comply with the provision of GCC Clause 5.</p>
22.	Delays in the Supplier's Performance	22.1	<p>Delivery of the commodities and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the PE in the Schedule of Requirements.</p>
		22.2	<p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the</p>

			commodities, and performance of Services, the Supplier shall promptly notify the PE in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the PE shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23.	Liquidated Damages	23.1	Subject to GCC Clause 22, if the Supplier fails to deliver any or all of the Commodities or to perform the Services within the period(s) specified in the Contract, the PE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Commodities or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC . Once the maximum is reached, the PE may consider termination of the Contract pursuant to GCC Clause 24.
24.	Termination for Default	24.1	The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Commodities within the period(s) specified in the Contract, or within any extension thereof granted by the PE pursuant to GCC Clause 23; or (b) if the Commodities do not meet the Technical Specifications stated in the Contract; or

			<p>(c) if the Supplier fails to provide any registration or other certificates in respect of the Commodities within the time specified in the Special Conditions; or</p> <p>(d) if the Supplier, in the judgment of the PE, has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</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. "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>iv. "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>v. "obstructive practice" means acts intended to</p>
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			<p>materially impede access to required information in exercising a duty under this Act;</p> <p>(e) if the Supplier fails to perform any other obligations) under the Contract.</p>
		24.2	<p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Commodities or Services similar to those undelivered, and the Supplier shall be liable to the PE for any excess costs for such similar Commodities or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
25.	Force Majeure	25.1	<p>Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
		25.2	<p>For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the PE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>
		25.3	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the PE in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the PE in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
26.	Termination for Insolvency	26.1	<p>The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes</p>

			bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
27.	Termination for Convenience	27.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the PE's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
		27.2	The Commodities that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Commodities, the Purchaser may elect: <ul style="list-style-type: none"> (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Commodities and Services and for materials and parts previously procured by the Supplier.
28.	Settlement of Disputes	28.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier 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.
		28.2	If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier shall refer the dispute in writing or in electronic forms that provide record of the content of communication to the adjudicator with a copy to the other party.
		28.3	The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		28.4	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable

			expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		28.5	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
		28.6	Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given, in accordance with this Clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the pesticides under the Contract.
		28.7	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		28.8	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
29.	Limitation of Liability	29.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 8, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest

			<p>costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the PE and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
30.	Notices	30.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the SCC.
		30.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
31.	Taxes and Duties	31.1	A Supplier supplying Commodities from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		31.2	A Supplier supplying Commodities offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Commodities to the Purchaser.
32.	Suspension of Financing	32.1	<p>In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Supplier are being made:</p> <p>(a) The Purchaser is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice.</p> <p>(b) If the Supplier has not received sums due to it within the 28 days for payment provided for in sub-Clause 17.1, the Supplier may immediately issue a 14-day termination notice</p>

SECTION V: 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 provisions herein shall prevail over those in the General Conditions of Contract.

Whereby it is agreed between the parties as follows:

SCC sub- Clause Number	GCC sub- Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)		
1	1.1(e)	The Purchaser is: [<i>Name and address</i>]
2	1.1(f)	The Supplier is: [<i>Name and address</i>]
3	1.1	The Project is: [<i>if applicable</i>]
Governing Language (GCC Clause 3)		
4	3.1	Governing language shall be: (<i>insert language</i>)
Applicable Law (GCC Clause 4)		
5	4.1	The Contract shall be interpreted in accordance with the laws of the: <i>United Republic of Tanzania</i> .
Country of Origin (GCC Clause 5)		
6	5.1	All Commodities and services supplied under the Contract shall not have their origin in: (<i>State all countries that are ineligible for this contract</i>)

Performance Security (GCC Clause 9)		
7	9.1	The Performance Security shall be <i>[insert: amount between 10 and 20 percent of the Contract Price]</i>
8	9.4	Discharge of the Performance Security shall take place not later than <i>[insert number of days]</i>
Packing (GCC Clause 11)		
9	11.2	<i>[Insert: any necessary additional requirements with respect to packing and marking or state that additional requirements are indicated in the Technical Specifications.]</i>
Delivery and Documents (GCC Clause 12)		
10	12.1	The supplier shall furnish the following details of shipping and/or other documents: <i>[insert list and details]</i>
Insurance (GCC Clause 13)		
11	13.1	<i>{Insert}</i> The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Commodities from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes (only if contract placed on CIF or CIP basis)
Incidental Services (GCC Clause 15)		
12	15.1	<p>a) The Supplier shall provide all necessary licenses and permissions for use of the Commodities in the United Republic of Tanzania that may be required for the Commodities. The cost shall be deemed included in the Contract Price.</p> <p>b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>

		<i>[Insert: sections of the Technical Specifications where the services are listed.]</i>
Warranty (GCC Clause 16)		
13	16.1	Commodities supplied will have remaining a minimum ratio <i>[insert ratio]</i> of shelf life <i>[If the ratio is other than that specified in GCC sub-Clause 16.1]</i>
14	16.4	The period for the replacement of defective commodities is: <i>[insert: period for replacement of defective commodities]</i>
Payment (GCC Clause 17)		
15	17.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Commodities supplied from abroad: Payment of foreign currency portion shall be made in <i>[insert: currency of the Contract Price]</i> in the following manner: (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signature of Contract and receipt of the Performance Guarantee, upon submission of an invoice (showing PE's name; the Contract number, loan number; name; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) and a Bank Guarantee in the form provided in Section VIII - Advance Payment Bank Guarantee. (ii) On Shipment:percent of the Contract Price of the Commodities shipped shall be paid through

irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12 or, alternatively, at the Supplier's option, within thirty (30) days of submission of documents specified in GCC Clause 12 above by direct bank transfer to the Supplier's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the PE are for the account of the PE. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault or default on behalf of the Supplier are for the account of the Supplier.

- (iii) **On Acceptance:**.....percent of the Contract Price of Commodities received shall be paid within thirty (30) days of receipt of the Commodities upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.

Payment of local currency portion shall be made in Tanzania Shillings within thirty (30) days of presentation of an invoice (showing Purchaser's name; the Contract Number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.

Payment for Commodities and Services supplied from within the United Republic of Tanzania:

Payment for Commodities and Services supplied from within the United Republic of Tanzania shall be made in Tanzania Shillings as follows:

- i) **Advance Payment:**.....percent of the Contract Price shall be paid within thirty (30) days of signature of Contract and receipt of the

		<p>Performance Guarantee, upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/ seal) and a Bank Guarantee in the form provided in Section VIII - Advance Payment Bank Guarantee.</p> <p>ii) On Shipment:.....percent of the Contract Price shall be paid on receipt of the Goods and within 30 days upon submission of the documents specified in GCC Clause 12.</p> <p>iii) On Acceptance: The remaining....percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
16	17.3	The rate of interest on late payment: [<i>insert rate</i>]
17	17.4	The currency or currencies for payment shall be: [<i>insert currency or currencies</i>]
18	17.5	The maximum amount of Advance Payment shall be: [<i>insert amount</i>]
Prices (GCC Clause 18)		
19	18.1	<p>Prices shall be fixed and firm for the duration of the Contract.</p> <p>Or Price adjustment shall apply as [<i>insert how the price adjustment shall apply</i>]</p>
Liquidated Damages GCC Clause 23)		
20	23.1	The applicable rate for liquidated damages is: [<i>Applicable rate between 0.1 percent and 0.2 percent per day of the value of "undelivered commodities"</i>]

Settlement of Disputes (GCC Clause 28)		
21	28.3	The adjudicator is: <i>[insert name of adjudicator]</i>
22	28.4	The rate of adjudicator's fee shall be: <i>[insert rate]</i> Type of reimbursable expenses shall be: <i>[insert types]</i>
23	28.5	Appointing Authority for the Adjudicator is: <i>[insert Authority]</i>
24	28.7	Arbitration institution shall be: <i>[insert institution]</i> Place for carrying out Arbitration <i>[insert full address of the place/location]</i> The dispute resolution mechanism to be applied shall be as follows:- <i>a. Contracts with foreign supplier:</i> All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. <i>b. Contracts with supplier, a national of the United Republic of Tanzania:</i> In the case of a dispute between the Purchaser and a Supplier who is a national of the United Republic of Tanzania, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania
Notices (GCC Clause 30)		
25	30.1	The address, telex number, facsimile number and cable address for the purpose of this sub-Clause are:

		<p>For the Purchaser:</p> <p><i>[specify Purchaser's address, telex/facsimile number(s) and e-mail address.]</i></p> <p>For the Supplier:</p> <p><i>[specify Supplier's address, telex/facsimile number(s) and e-mail address.]</i></p>
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SECTION VI: SCHEDULE OF REQUIREMENTS

Schedule of Requirements

[To be inserted in the Tendering Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities and delivery period(s).]

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

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

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

Number	Description	Quantity	Delivery schedule (shipment) in weeks

SECTION VII: TECHNICAL SPECIFICATIONS

Technical Specifications

(Reference to brand name, catalog number should be avoided as far as possible; where unavoidable, they should always be followed by the words "or equivalent." Where certain standard specifications are referred to, a statement should follow that other national or international standards which promise to confer equal or better quality will also be acceptable.)

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

SECTION VIII: TENDER FORMS

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Tender Submission Form

Date: *[insert: date of Tender]*

IFT: *[Insert: IFT number]*

[Insert: name of Contract]

To: *[Insert: Name and address of PE]*

Dear Sir or Madam:

Having examined the Tendering Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of commodities and services]* in conformity with the said Tendering Documents, the total price of our Tender, excluding any discounts offered is:

- (i) In case of only one lot, total price of the Tender *[insert the total price of the tender in words and figures, indicating the various amounts and the respective currencies];*
- (ii) *In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];*
- (iii) *In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their application is:

- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

We confirm that *[Insert name proposed by Procuring Entity in the Tender Data Sheet]*

or

We accept that *[Insert name proposed by Tenderer]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Tenderer]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with **Clause 44.1** of the Instructions to Tenderers.

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

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

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

With reference to ITT Sub-Clause 3.11, it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

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

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

Until the formal final Contract is prepared and executed between us, this Tender, together with your written acceptance of the Tender and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the Contract, are listed below:

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

(if none, state "none")

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 and 4 of the Tendering Documents.

Dated this [insert: *number*] day of [insert: *month*], [insert: *year*]

Name: _____

Signed: _____

Date: _____

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

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

STANDARD POWER OF ATTORNEY
TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No ofday of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

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

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

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

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

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

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

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

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

}

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

Tenderer Information Form

Date: *[insert: date of Tender]*

IFT: *[Insert: IFT number]*

[Insert: name of Contract]

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clause 3.3.▪ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 3.1.▪ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.6

Party to JV Information Form

Date: *[insert: date of Tender]*

IFT: *[Insert: IFT number]*

[Insert: name of Contract]

1. Tenderer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">■ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clause 3.3.■ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.6.

2. Price Schedules for Commodities and Related Services Manufactured outside United Republic of Tanzania, to be imported

Group B

Name of Tenderer IFT Number Page of

1	2	3	4	5	6	7	8	9
Item	Description of commodities	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ³	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
Total								

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule: Commodities Manufactured Outside United Republic of Tanzania, already imported

Group C

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

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule for Domestic Commodities Manufactured within the United Republic of Tanzania

(Group A)

Name of Tenderer IFT Number Page of

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

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

[Insert Name of Procuring Entity]

[Insert logo]

Letter of Acceptance

[insert date]

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

This is to notify you that your Tender dated *[insert date]* for the supply of Commodities and related services as described in the Tendering Documents hereafter referred to as *[Name of the contract and identification number as given in the Special Conditions of Contract]* for the contract price of equivalent of *[Insert the amount in number and in words] [specify currency] [ies]* as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Contract in accordance with the Contract documents.

Please return the attached Contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Purchaser:

Attachment: Contract

Copy: Appointing Authority, PPRA, AG., TAU, CAG

Form of Contract Agreement

THIS AGREEMENT made this *[insert date]* day of *[insert month]* *[insert year]* between *[name and address of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name and address of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This Contract Agreement;
 - b) Special Conditions of Contract;
 - c) General Conditions of Contract;
 - d) Form of Tender and the Price Schedule submitted by the Tenderer;
 - e) Schedule of Requirements;
 - f) Technical Requirements including Technical Specifications;
 - g) Letter of Acceptance
 - h) *[add here: any other documents]*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the commodities and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the commodities and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE CLIENT:

.....
Signature
(Name).....
(Occupation).....

In the presence of

.....
Signature
(Name).....
(Occupation).....

ON BEHALF OF THE SERVICE PROVIDER:

.....
Signature
(Name).....
(Occupation).....
(Address).....

In the presence of

.....
Signature
(Name).....
(Occupation).....
(Address).....

SECTION IX: SECURITY FORMS

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TENDER SECURITY GUARANTEE

Date: *[Insert date]*

IFB No: *[Insert name and number of IFB]*

To *[Insert name and address of Purchaser]*

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

KNOW ALL PEOPLE by these presents that WE *[Insert :name of bank]* of *[Insert: address of bank]* (hereinafter called "the Bank") are bound unto *[Insert name of Procuring Entity]* (hereinafter called "the Procuring Entity") in the sum of *[Insert :amount in words, figures and currency]* for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this *[Insert date]* day of *[Insert month]* ,*[Insert Year]*

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
2. does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
3. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity:
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it owing to the occurrence of one or both of the above two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:
In the capacity of: *[insert title]*.....
Signature:.....



[Common seal of the Bank]

TENDER-SECURING DECLARATION

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

Date: [insert date]

IFT No.: [insert IFT number]

Alternative No.: [insert identification No if this is an alternative]

To: [insert name of Procuring Entity]

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

Signed: [insert signature of person whose name and capacity are shown]

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

In the capacity of [insert legal capacity of person signing the Tender Securing Declaration]

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

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

Corporate Seal (where appropriate)

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

PERFORMANCE SECURITY FORM

(Unconditional)

Date: *[insert date]*

IFT *[insert IFT name and number]*

Contract: *[insert name and number]*

To: *[name and address of Purchaser]*

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

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

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

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

This guarantee is valid until the *[insert date]* day of *[insert month]*, *[insert year]*.

Signature and Seal of the Guarantors

[Name of bank or financial institution]

[address]

[date]

Bank Guarantee Form for Advance Payment

Date: *[insert: date]*

IFT: *[insert IFT name and number]*

Contract: *[insert contract name and number]*

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

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 17 of the General Conditions of Contract to provide for advance payment, *[insert: name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[insert: amount of guarantee in figures and words]*.

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

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

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

For and on behalf of the bank

Signed: _____

Name: _____

in the capacity of: _____

Date: _____

Common Seal of the Bank

(insert Manufacturer's or Producer's Letterhead)

Manufacturer's Authorization Form

To: *[insert: name of the Procuring Entity]*

WHEREAS *[insert: name of the manufacturer or producer]* (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of *[insert: name and/or description of the commodities requiring this authorization]* (hereinafter, 'Goods') having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name and address of Tenderer]* (hereinafter, the "Tenderer") to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT [*insert: title and reference number of the Invitation for Tenders*] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Commodities against these Tendering Documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *[insert: title, position, or other appropriate designation]* and duly authorize to sign this Authorization on behalf of *[insert: name of manufacturer or producer]*

SECTION X: FORMS OF INTEGRITY

**UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**
(Made under Regulation 78 (2) of GN 446 of 2013)

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

MEMORANDUM (Format 1)

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

MEMORANDUM (Format 2)

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

This company _____ (*name of company*) has issued, for the purposes of this Tender, a Compliance Program copy attached -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: _____