



# **Standard Tendering Documents**

## **Procurement of Supplies and Services using Framework Contracts**

### **National and International Competitive Tendering**

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

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## Preface

Procurement of Supplies and Services using Framework Contracts 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, 2013 - Government Notice No. 446 (hereinafter called Procurement Regulations) as amended in 2016.

This Standard Tendering Document (SBD) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with Attorney General Chamber (AGC), National Construction Council (NCC) and Architects and Quantity Surveyors Registration Board (AQRB), for use by Procuring Entities (PEs) in the for the procurement of Supplies and Services using Framework Contracts through National and International Competitive Tendering (NCT & ICT) procedures.

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 Government funds in accordance with the provisions of the Public Procurement Act. No. 7 of 2011, Public Procurement (amended) Act 2016 and the Public Procurement Regulations, 2013 - Government Notice No. 446 and Public Procurement (amended) Regulations, 2016 - Government Notice No. 333.

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

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## A. Introduction

1.	<b>Scope of Tender</b>	1.1	The Procuring Entity (PE) indicated in the <b>Tender Data Sheet</b> (TDS) invites Tenders for the provision of Supplies and Related Services as specified in the <b>Tender Data Sheet</b> and Section VII, Technical Specification. Tenders are invited for an estimated quantity of Supplies, as specified in <b>TDS</b> , under a framework contract arrangement.
		1.2	The successful Tenderer will be expected to supply the supplies and services during the required period specified in the <b>TDS</b> .
		1.3	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract.
2.	<b>Source of Funds</b>	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b>. 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 related goods and or services as described in the <b>TDS</b>.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the Procuring Entity named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit/grant] from the financing institution named in the <b>TDS</b> towards the cost of the project described in the <b>TDS</b>, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the <b>TDS</b>.</p>
		2.2	Payments will be made directly by the Procuring Entity (or by financing institution specified in the <b>TDS</b> upon request of the Procuring Entity 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 Procuring Entity.
3.	<b>Eligible Tenderers</b>	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to IIT 3.4 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. 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 as nominated in the TDS, 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 <b>TDS</b> , there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE .
		3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.4	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 PE.
		3.5	The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446 and Public Procurement (amendment) Regulations 2016, Government Notes. No.333 except as provided hereinafter.
		3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved supplier in Tanzania before signing the Contract. Foreign firms shall be required to submit confirmation of eligibility from Tanzania statutory body at the time of submission
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this

			<p>tendering process, if they:</p> <ul style="list-style-type: none"> <li>a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Tenders; or</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this tender; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or</li> <li>f) submit more than one tender in this tendering process, However, this does not limit the participation of subcontractors in more than one tender, or as Tenderers and subcontractors simultaneously; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the supplies and services and related services that are the subject of the tender.</li> </ul>
		3.8	<p>A tenderer may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) the tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(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;</li> <li>(c) legal proceedings are instituted against the 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</li> </ul>

			<p>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>
		3.9	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate shall be eligible only if they can establish that they are legally and financially autonomous, operate under commercial law, they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.9	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
		3.10	Tenderer shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE 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.
<b>4.</b>	<b>Eligible Supplies and Related Services</b>	4.1	All Supplies and Related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with the Public Procurement Regulations, 2013. For purposes of this Tender, ineligible countries are stated in the <b>TDS</b> .

		4.2	For purposes of this Clause, the term “Supplies” means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
		4.3	The term “country of origin” means the country where the Supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the Supplies shall not determine their origin.
		4.5	To establish the eligibility of the Supplies and Related Services, Tenderers shall fill the country of origin declarations in the Price Schedule included in the Forms of Tender
		4.6	If so required in the <b>TDS</b> , the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the United Republic of Tanzania, the Supplies indicated in its Tender. .
<b>5.</b>	<b>One Tender per Tenderer</b>	5.1	A firm shall submit only one Tender, in the same tendering 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 Tendering 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.	<b>Cost of Tendering</b>	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.
<b>B. Tender Documents</b>			
7.	<b>Content of Tendering Documents</b>	7.1	<p>The supplies and services required, tendering procedures, and contract terms are prescribed in the Tendering Documents. Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 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</p> <p>Section VIII: Forms of Tender  Form of Tender  Price Schedule for Supplies and Related Services  Form of Qualification Information</p> <p>Section IX: Forms of Security  Tender Security Form / Tender Securing Declaration)  Letter of Acceptance  Form of Contract  Performance Security Form  Bank Guarantee for Advance Payment Form  Manufacturer's Authorization Form</p> <p>Section X: Undertaking By Tenderer On Anti - Bribery Policy / Code Of Conduct and Compliance Programme</p>
		7.2	The number of copies to be completed and returned with the Tender is specified in the <b>TDS</b>
		7.3	The "Invitation for Tenders" (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take

			precedence.
		7.4	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the PE.
		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.
<b>8.</b>	<b>Clarification of Tendering Documents</b>	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE in writing or in electronic forms that provide record of the content of communication at the PE's address indicated in the <b>TDS</b> .
		8.2	The PE will within three (3) working days after receiving the request for clarification 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 seven (7) days prior to the deadline for the submission of Tenders prescribed in ITT 22.1 and in case of non-competitive methods, three (3) days prior to the deadline for submission of Tenders..
		8.3	Copies of the PE's response will be forwarded to all Purchasers of 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 9.
<b>9.</b>	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum issued shall be part of the Tender documents pursuant to ITT 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 in 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 IIT 22.2.
<b>C. Preparation of Tenders</b>			
<b>10.</b>	<b>Language of Tender</b>	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 English language unless specified in the <b>TDS</b> . 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 <b>TDS</b> , in which case, for purposes of interpretation of the Tender, the translation shall govern.
<b>11.</b>	<b>Documents and Sample (s) Constituting the Tender</b>	11.1	<p>The tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> <li>a) Form of Tender and a Price Schedule completed in accordance with IIT 14 and 15;</li> <li>b) Form of Sample(s) as requested in the <b>TDS</b>.</li> <li>c) Documentary evidence established in accordance with IIT 13 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</li> <li>d) Documentary evidence established in accordance with IIT 13.3(a) that the Tender has been authorized by the manufacturer to supply the related goods and or services into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those related goods and or services.</li> <li>e) Documentary evidence established in accordance with IIT 12 that the supplies and ancillary services to be supplied by the Tenderer are eligible and services and conform to the Tendering Documents;</li> <li>f) Tender Security or Tender Securing Declaration furnished in accordance with IIT 18;</li> <li>g) Written power of attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance</li> </ul>

			<p>with ITT 20.2;</p> <p>h) The power of attorney should be submitted in the format provided.</p> <p>i) Any other document required in the <b>TDS</b>.</p>
		11.2	<p>Where a sample(s) is required by a PE, 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 <b>TDS</b>..</p>
		11.3	<p>The PE shall retain the sample of the successful tenderer. A PE 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 goods 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 PE shall not be returned to a tenderer nor shall a PE 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 PE and shall dispose them in such a manner as may be directed by the Accounting Officer.</p>

12.	<b>Documents Establishing Eligibility of Supplies and Related Services and Conformity to Tendering Documents</b>	12.1	Pursuant to ITT 11, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering Documents of all supplies and/or related services which the Tenderer proposes to supply under the contract.
		12.2	The documentary evidence of the eligibility of the supplies and related services shall consist of a statement in the Price Schedule of the country of origin of the supplies and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the supplies and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical and performance characteristics of the supplies;</li> <li>b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the supplies and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the TDS.</li> </ul>
		12.4	For purposes of the commentary to be furnished pursuant to ITT 12.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.5	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13.	<b>Documents Establishing</b>	13.1	Pursuant to ITT 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's

	<b>Eligibility and Qualifications of the Tenderer</b>		eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 4.
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction:
			a) that, in the case of a Tenderer offering to supply items under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the supplies' Manufacturer or producer to supply the related goods and or services in the United Republic of Tanzania;
			b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the TDS. ,
			c) 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 that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications
<b>14.</b>	<b>Form of Tender</b>	14.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
<b>15.</b>	<b>Tender Prices</b>	15.1	The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The price to be quoted in the Form of Tender, in accordance with ITT 14.1 shall be the total price of the

			tender, based on the estimated quantities specified, excluding any discounts offered.
		15.4	The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Form of Tender, in accordance with IIT 15.8
		15.5	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce, as specified in the <b>TDS</b> .
		15.6	<p>Prices quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this IIT. This dis-aggregation shall be solely for the purpose of facilitating the comparison of tender by the PE. This shall not in any way limit the PE's right to contract on any of the terms offered:</p> <p>a) for Supplies;</p> <p>i) the price of the Supplies, quoted CIP or other Incoterm as specified in the <b>TDS</b>;</p> <p>ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Tenderer; and</p> <p>iii) the total price for the item.</p> <p>b) for Related Services;</p> <p>i) the price of the Related Services;</p> <p>ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Related Services, if the Contract is awarded to the Tenderer; and</p> <p>iii) the total price for the item.</p>
		15.7	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 <b>TDS</b> . A tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to IIT 28. However, if in accordance with the <b>TDS</b> , prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a tender submitted with a fixed price quotation

			shall not be rejected, but the price adjustment shall be treated as zero.
		15.8	If so indicated in ITT 1.1, tenders are being invited for individual contracts (lots) or for any combination of contracts (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. Price reductions or discounts shall be submitted in accordance with ITT 15.4, provided the tenders for all lots are submitted and opened at the same time.
<b>16.</b>	<b>Tender Currencies</b>	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 <b>TDS</b>.</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 ITT.16.1 above shall be the selling rates for similar transactions established by the authority specified in the <b>TDS</b> prevailing on the date 28 days prior to the latest deadline for submission of tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 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 Special

			Conditions of Contract are reasonable and responsive to ITT 16.1.
17.	<b>Tender Validity Period</b>	17.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the date of the tender submission deadline prescribed by the PE pursuant to ITT 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 Tenderers to extend the period of validity of their tenders for a specified additional period. The request and the Tenderers responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration. . A Tenderer agreeing 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 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.	<b>Bid Security or Tender Securing Declaration</b>	18.1	Pursuant to ITT 11, unless otherwise specified in the <b>TDS</b> , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> in the formal specified in <b>Section VIII</b>
		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 ITT 18.9.
		18.3	The Tender Security shall be denominated in the currency of the tender or in another freely convertible currency, and shall be in one of the following forms:  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

			<p>provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,</p> <p>b) a cashier's or certified cheque.</p> <p>c) another security if indicated in the <b>TDS</b></p>
		18.4	The Tender Security or Tender Securing Declaration of a Joint Venture must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of tendering, the Tender Security or Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.
		18.5	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender Security or Tender Securing Declaration included in Section VIII or another form approved by the PE prior to the tender submission.
		18.6	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 18.9 are invoked.
		18.7	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITTs 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT 29.
		18.8	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender Validity prescribed by the PE pursuant to ITT 18.
		18.9	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to ITT 41, and furnishing the performance security, pursuant to ITT 42.
		18.10	The Tender Security may be forfeited or the Tender Securing Declaration executed: <p>a) if a Tenderer</p>

			<ul style="list-style-type: none"> <li>i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2; or</li> <li>ii) does not accept the correction of errors pursuant to ITT 30.3; or</li> </ul> <p>b) in the case of a successful Tenderer, if the Tenderer fails:</p> <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with ITT 41; <b>or</b></li> <li>ii) to furnish performance security in accordance with ITT 42.</li> </ul>
		18.11	The Tender Security or Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
		18.12	<p>A Tenderer shall be suspended from being eligible for tendering in any contract with the PE for the period of time indicated in the Tender Security or Tender Securing Declaration:</p> <ul style="list-style-type: none"> <li>(a) if the Tenderer withdraws its bid, except as provided in ITT 17.2 and 30.2; or</li> <li>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>19.</b>	<b>Alternative Tenders by Tenderers</b>	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 <b>TDS</b> . If so allowed, ITT 19.2 shall prevail.
		19.2	If so allowed in the <b>TDS</b> , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all

			information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20.	<b>Format and Signing of Tender</b>	20.1	The Tenderer shall prepare one original of the documents comprising the tender as described in ITT 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
		20.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation 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 authorisation must be typed or printed below the signature. All pages of the tender, except for un-amended printed literature, shall be signed or initialled by the person signing the Tender.
		20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
		20.4	The Tenderer shall furnish information as described in the Form of Tenderer 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.
<b>D. Submission of Tenders</b>			
21.	<b>Sealing and Marking of Tenders</b>	21.1	The Tenderer shall enclose the original and each copy of the tender, in separate sealed 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.
		21.2	The inner and outer envelopes shall: a) be addressed to the PE at the address given in the

			<p><b>TDS</b>; and</p> <p>b) bear the Project name indicated in the <b>TDS</b>, the Invitation for Tenders (IFT) title and number indicated in the <b>TDS</b>, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the <b>TDS</b>, pursuant to ITT 22.1.</p>
		21.3	In addition to the ITT 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 23 and for matching purpose under ITT 24.
		21.4	If all envelopes are not sealed and marked as required by ITT 21.2, the PE will assume no responsibility for the misplacement or premature opening of the tender.
		21.5	In addition to the identification required in ITT 22.2, the inner envelopes shall 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 23, and for matching purposes under ITT 24.
		21.6	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
<b>22.</b>	<b>Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE at the address specified under ITT 21.2 and no later than the date and time indicated in the <b>TDS</b> .
		22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9, 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.
<b>23.</b>	<b>Late Tenders</b>	23.1	The PE shall not consider for evaluation any tender that arrives after the deadline for submission of tenders, in accordance with ITT 22.
		24.2	Any Tender received by the PE after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer
<b>24.</b>	<b>Modification, Substitution or Withdrawal of</b>	24.1	A Tenderer may modify, substitute or withdraw its Tender after it has been submitted, provided that written notice of

	<b>Tenders</b>		the modification, substitution or withdrawal notice 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 21 and 22 with outer and inner envelopes additionally marked "MODIFICATION, SUBSTITUTION OR WITHDRAWAL". The notice may also be sent by electronic mail, telex or 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 ITT 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 may result in the Tenderer's forfeiture of its Tender Security, or execution of Tender Securing Declaration pursuant to the ITT 18.9.
<b>E. Opening and Evaluation of Tenders</b>			
<b>25.</b>	<b>Opening of Tenders</b>	25.1	The PE will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT 24, in public in the presence of Tenderers' representatives who choose to attend and other parties with 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. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the

			<p>"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.</p>
		25.3	<p>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 or Tender Securing Declaration pursuant to ITT 18.6 and such other details as the PE may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.</p>
		25.4	<p>Tenders or modifications that are not opened and not read out at 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.</p>
		25.5	<p>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 un-read 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.</p>
		25.6	<p>No tender will be rejected at tender opening except for late tenders which will be returned unopened to the Tenderer, pursuant to ITT 23.</p>
		25.7	<p>The PE 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.</p>
		25.8	<p>The Tenderer's 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.</p>

		25.9	A copy of the minutes of the tender opening shall be furnished to individual Tenderers upon request.
<b>26.</b>	<b>Confidentiality</b>	26.1	Information relating to the examination, evaluation, comparison, 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 ITT 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 tendering process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>27.</b>	<b>Clarification of Tenders</b>	27.1	To assist in the examination, evaluation, and comparison of tenders and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns 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 or in electronic forms that provide record of the content of communication, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the Tenders in accordance with ITT 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 provides record of the content of communication.
<b>28.</b>	<b>Preliminary Examination of Tenders</b>	28.1	Prior to the detailed evaluation of tenders, the PE will determine whether each tender <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in ITT IIT 3 and 4;</li> <li>(b) has been properly signed;</li> <li>(c) is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the Tendering Documents.</li> </ul> The PE's determination of a tenderer's responsiveness will be based on the contents of the tender itself.

		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"> <li>a) affects in any substantial way the scope, quality, or delivery of related goods and or services;</li> <li>b) limits in any substantial way, inconsistent with the Tendering documents, the PE's rights or the Tenderer's obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.</li> </ul>
		28.3	<p>The PE will confirm that the documents and information specified under ITT 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.</p>
		28.4	<p>The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
		28.5	<p>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.</p>
<b>29.</b>	<b>Examination of Terms and Condition; Technical Evaluation</b>	29.1	<p>The PE shall examine the tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.</p>
		29.2	<p>The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 and ITT 13, to confirm that all requirements specified in Section VI - Schedule of Requirements of the Tendering Documents and Section VII - Technical Specifications have been met without material deviation or reservation.</p>
		29.3	<p>If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28, it shall reject the Tender.</p>
<b>30.</b>	<b>Correction of</b>	30.1	<p>Tenders determined to be substantially responsive will be</p>

	<b>Errors</b>		<p>checked by the PE for any arithmetic errors. Errors will be corrected as follows:-</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> </ul>
		30.2	<p>The amount stated in the tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing declaration may be executed in accordance with ITT 18.9.</p>
<b>31.</b>	<b>Conversion to Single Currency</b>	31.1	<p>To facilitate evaluation and comparison, the PE will convert all tender prices expressed in the various currencies in which they are payable to either:</p> <ul style="list-style-type: none"> <li>a) in Tanzania Shilling at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) in 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 for the amount payable in Tanzania Shillings.</li> </ul>
		31.2	<p>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 <b>TDS.</b></p>

32.	<b>Commercial Evaluation of Tenders</b>	32.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 29.
		32.2	To financially evaluate a tender, the PE shall only use the criteria and methodologies defined in this Clause. No other criteria or methodology shall be permitted.
		32.3	The PE's financial comparison of tenders may require the consideration of factors other than costs, in addition to the tender price quoted in accordance with ITT 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders.
		32.4	To financially compare tenders, the PE shall: <ul style="list-style-type: none"> <li>a) correct any arithmetic errors in accordance with ITT 30.1;</li> <li>b) apply any unconditional discounts offered in accordance with ITT 15.1;</li> <li>c) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITT 28.2 and 29.2 respectively;</li> <li>d) convert all tenders to a single currency in accordance with ITT 31;</li> <li>e) apply any margin of preference in accordance with ITT 33;</li> <li>f) determine the total evaluated price of each tender.</li> </ul>
33.	<b>National Preference</b>	33.1	If the TDS so specifies, the PE will grant a margin of preference to supplies manufactured in the United Republic of Tanzania for the purpose of Tender 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 ITT 13.3.
		33.2	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 14 and 15.

		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><b>a) Group A:</b> Tenders offering supplies manufactured within the United Republic of Tanzania, for which:</p> <p>(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the related goods and or services offered; and</p> <p>(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.</p> <p><b>c) Group B:</b> Tenders offering supplies from overseas which are to be directly imported or already 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 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 B, all Group B Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported supplies offered in each Group B Tender, the margin of preference of 15%.</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 B, as determined from the comparison under IIT 33.5 above, will be selected for award.</p>
<b>34.</b>	<b>Determination of the Lowest Evaluated Bid</b>	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>
<b>35.</b>	<b>Post-qualification of Bidder</b>	35.1	<p>If prequalification was not undertaken, post-qualification shall be performed.</p>

			After determining the lowest-evaluated tender, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in the TDS.
		35.2	<p>Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> <li>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the tenderer that presented that tender to perform the contract.</li> <li>(b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormal</li> <li>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;</li> <li>(d) The Accounting Officer (PE) shall seek the approval of the Authority prior to rejecting a tender;</li> <li>(e) Neither the Authority nor the PE shall incur liability solely by rejecting abnormally tender; and</li> </ul> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		35.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITT 13.3.
		35.4	The determination will evaluate the Tenderer's financial,

			technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 13, as well as other information the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		35.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		35.7	An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated 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 Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
<b>F. Award of Contract</b>			
<b>36.</b>	<b>Criteria of Award</b>	36.1	Subject to ITT 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 (a) have supplies that are eligible pursuant to ITT 3 and (b) be eligible in accordance with the provisions of ITT 4, and (c) is determined to be qualified to perform the Contract satisfactorily (d) successful negotiations have been concluded, if any.
		36.2	If, pursuant to ITT 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.
<b>37.</b>	<b>Negotiations</b>	37.1	Negotiations may be undertaken with the lowest evaluated tender relating to the following areas:  (a) a minor alteration to the technical details of the specifications;

			<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 Special Conditions of Contract;</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 Tendering.</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 Goods.
		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.	<b>PE's Right to Accept Any Tender and to Reject Any or All Tenders</b>	38.1	Notwithstanding award criteria ITT 36, PE reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the PE's action.
		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.	<b>PE's Right to Vary Quantities at the Time of Award</b>	39.1	The PE reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the TDS, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
40.	<b>Notification of Award</b>	40.1	Prior to awarding of the contract, the PE 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 PE 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 PE 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 PE 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 42 and signing the Contract in accordance with ITT 41.
		40.4	Upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT 42, the PE will promptly notify unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security or Tender Securing Declaration of the both the Tenderer pursuant to ITT 18.7.
		40.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the PE that authorized the award of Contract. The PE will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its tender without disclosing information about other Tenderers.
<b>41</b>	<b>Signing of Contract</b>	41.1	Promptly after notification, PE shall send the successful Tenderer the Form of Contract 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 Form of Contract, the successful Tenderer shall sign and date the Contract and return it to the PE.
<b>42.</b>	<b>Performance Security</b>	42.1	Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the TDS and the <b>Special Conditions of Contract</b> , 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"> <li>(a) cash, certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(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;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania</p>
		42.3	Failure of the successful Tenderer to comply with the requirements of IIT 42.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer.
43.	<b>Advance Payment</b>	43.1	The PE will provide an Advance Payment as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the <b>TDS</b> .
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in <b>Section IX</b> . For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of supplies. These expenses will relate to the purchase of equipment and supplies on the engagement of labour during the first months, beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
44.	<b>Adjudicator</b>	44.1	The PE proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b> , plus reimbursable expenses. If

			<p>the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.</p>
45.	<p><b>Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices</b></p>	45.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors 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"> <li>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;</li> <li>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;</li> <li>iii) 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;</li> <li>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</li> </ul>

			<p>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 materially impede access to required information in exercising a duty under this Act;</p> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt ,fraudulent coercive, collusive and obstructive practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in ITT 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, fraudulent, coercive, collusive and obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation</p> <p>d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent, coercive, collusive and 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 and 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 a 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.	<b>Right to Review</b>	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 in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
47.	<b>Time Limit on Review</b>	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.	<b>Submission of Application for Review</b>	48.1	Any application for administrative review shall be submitted in writing or electronic forms that provide record of the content of communication to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the <b>TDS</b> .
		48.2	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> <li>a) details of the procurement or disposal requirements to which the complaint relates;</li> <li>b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;</li> <li>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;</li> <li>d) documentary or other evidence supporting the complaint where available;</li> <li>e) Remedies sought; and</li> <li>f) any other information relevant to the complaint.</li> </ul>
		48.3	The head of a PE or of the approving authority shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.
49.	<b>Decision by the Head of PE</b>	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"> <li>a) whether the application is upheld in whole, in part or rejected;</li> </ul>

			<ul style="list-style-type: none"> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken;</li> </ul>
		49.2	Where the head of a PE does not issue a decision within the time specified in 49.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 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.	<b>Review by the Public Procurement Appeals Authority</b>	50.1	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> <li>a) are not settled within the specified period under ITT 49.1[above];</li> <li>b) are not amicably settled by the accounting officer;</li> <li>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;</li> <li>d) in case no decision is issued after the expiry of the time stipulated under ITT 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;</li> <li>(e) arise out of provision of Section 62(6) of the Act.</li> </ul>
		50.2	PPAA may be contacted at the address shown in the <b>TDS</b> .

### **SECTION III: TENDER DATA SHEET**

## Tender Data Sheet

The following specific data for the supplies 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.

TDS Clause Number	ITT Clause Number	<b>Amendments of, and Supplements to, Clauses in the Instruction to Tenderers</b>
<b>A. Introduction</b>		
<b>1.</b>	<b>1.1</b>	Name of Procuring Entity: <i>[insert: name of Procuring Entity]</i> .  The subject of procurement is: <i>[describe the supplies to be provided using this Contract and the location where the supplies are to be provided]</i>
<b>2.</b>	<b>1.2</b>	Period for supplies: <i>[insert: expected duration of which this Contract is intended to be]</i>  Commencement date for supply: <i>[insert: starting date]</i>  Completion date for supply: <i>[insert: completion date]</i>
<b>3.</b>	<b>2.1</b>	Financial year for the operations of the Procuring Entity: <i>[insert: year]</i>  Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i>  Name of Project <i>[insert name and summary description of the Project]</i>  Name of financing institution <i>[insert name if any]</i>
<b>4.</b>	<b>2.2</b>	Payments shall be made directly by <i>[insert name of the Procuring Entity or Financing Institution]</i> to the supplier for each call-order.
<b>5.</b>	<b>3.1</b>	Maximum number of members in the Joint Venture, consortium or association shall be <i>[insert the number]</i>
		Ineligible countries are: <i>[list ineligible countries]</i>
<b>6.</b>	<b>4.5</b>	Demonstration of authorization by manufacturer <i>[required or not required]</i>

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>B. Tendering Documents</b>		
7.	7.2	The number of copies to be returned [ <i>specify</i> ]
8.	8.1	The address for clarification of tendering documents is [ <i>insert full address</i> ]
<b>C. Preparation of Tenders</b>		
9	10.1	The Language of all correspondences and documents related to the tender is: [ <i>specify the language</i> ]
10.	11.1 (b)	Form of Sample(s) to be submitted with the Tenderer are :[ <i>specify form of sample(s)</i> ]
11.	11.1 (i)	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Tender [ <i>insert: list of documents</i> ]
12.	11.2 (b)	Characteristics to be evaluated in the sample are [ <i>list the characteristics</i> ]
13.	12.3 (c)	Other procurement specific information required from Tenderers in ITT Clause 12.3(c) is as follows: [ <i>list any additions or deletions to list in otherwise list "none"</i> ].
14.	13.3 (b)	The qualification criteria required from Tenderers in ITT Clause 13.3(b) is modified as follows: [ <i>list criteria</i> ].

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
15.	15.5	The rules governing the terms are prescribed in [ <i>insert the relevant Edition of Incoterms</i> ]
16.	15.6 (a)(i)	For Supplies, the Tenderer shall quote prices using the following Incoterms : [ <i>insert the applicable Incoterms</i> ]
17.	15.7	The price shall be fixed <b>or</b> the price shall be adjustable.  [ <i>Delete the non-applicable option.</i> ]
18.	16.1 (a)	a) For supplies and related services originating in the United Republic of Tanzania the currency of the Tender shall be <i>Tanzanian Shillings</i> ;  b) For supplies and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in any convertible currency.
19.	16.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on [ <i>insert date 28 days before tender opening</i> ]
20.	17.1	The Tender validity period shall be ..... days.

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
21.	18.1	<p>The amount of Tender Security is .....</p> <p>OR</p> <p>A Tender Securing Declaration form shall be filled by the Tenderer.</p> <p><i>(delete whichever is applicable)</i></p>
22.	18.3 (c)	Other forms of security are <i>[insert other forms if required]</i>
23.	19.1	Alternative tenders to the requirements of the tendering documents <i>[insert "will" or "will not," as appropriate]</i> be permitted with respect to <i>[describe the alternatives to be permitted, or delete, as appropriate]</i>
24.	20.1	The number of copies of the tender to be completed and returned shall be <i>[insert number]</i> .
25.	20.2	<p>Written confirmation of authorization are:<i>[list]</i></p> <p><i>[Normally power of attorney is provided]</i></p>
<b>D. Submission of Tender</b>		
26.	21.2 (a)	<p>For Bid submission purposes only, the Procuring Entity's address is:</p> <p>Street address  ;<i>[insert the address]</i>  Building/Plot No. <i>[insert building/plot]</i>  Floor/Room No. <i>[insert floor/plot]</i>  City/Town : <i>[insert city/town]</i>  [Address of the Secretary of the appropriate Tender board]</p>
27.	21.2 (b)	<p>Project name: <i>[insert project name]</i></p> <p>IFT title and number <i>[insert IFT and number]</i>  ;</p> <p>Time and date for submission: <i>[insert time and date]</i></p>

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
28.	22.1	<p>The deadline for Tender submission is</p> <p>a) Day: <i>[insert the day]</i></p> <p>b) Date: <i>[insert the date]</i></p> <p>c) Time: <i>[insert the time]</i></p>
<b>E. Opening and Evaluation of Tenders</b>		
29.	25.1	<p>The tender opening shall take place at [specified below]</p> <p>Street address :<i>[insert the address]</i>            Building/Plot No. <i>[insert building/plot]</i>            Floor/Room No.<i>[inset floor/room]</i>            City/Town: <i>[insert the 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></p>
30.	31.2	<p>The currency that shall be used for tender evaluation and comparison purposes to convert all tender prices expressed in various currencies is :<i>[insert the currency]</i></p> <p>The source of exchange rate shall be: <i>[insert the source of exchange rate]</i></p> <p>The date of exchange rate shall be: <i>[insert the date of exchange rate]</i></p>
31.	33	<p>a) Margin of Preference shall [<i>“apply” or “not applicable”</i>].</p> <p><b>or</b></p> <p>D</p> <p>b) If a margin of preference applies, the application methodology shall be <i>[insert the methodology]</i></p>
32.	35.1	<p>Post-qualification shall be carried out using the following requirements:</p> <p>(a) Financial Capability</p> <p>The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): <i>[list the</i></p>

		<p><i>requirement(s)]</i></p> <p>(b) Experience and Technical Capacity</p> <p>The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <i>[list the requirement(s)]</i></p> <p>(c) The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: <i>[list the requirement(s)]</i></p> <p>d) <u>Nonperforming Contracts:</u> The Tenderer shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five <i>[insert number]</i> years prior to the deadline for submission of Tenders.</p> <p>e) <u>The</u> Tenderer shall furnish documentary evidence to demonstrate that litigation did not occur within the last five <i>[insert number]</i> years prior to the deadline for submission of Tenders. All pending litigation shall in total not exceed 10% of the Tenderer's net worth.</p>
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TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>F. Contract Award</b>		
33.	39.1	Percentage for quantity increase or decrease is <i>[insert percentage]</i> . <i>[This should not exceed 15%]</i>
34.	42.1	The Performance Security shall be <i>[insert the amount between 10 – 20 percent of the Contract Price]</i>
35.	43.1	The Advance Payment shall be limited to <i>[insert: percent of the Contract Price]</i> .
36.	43.2	Maximum amount of Advance payment shall be <i>[insert: amount]</i>
37.	44.1	<p>The Adjudicator proposed by the Procuring Entity is <i>[insert: name and address]</i>.</p> <p>The hourly fee for this proposed Adjudicator shall be <i>[insert: amount and currency]</i>.</p> <p>The biographical data of the proposed Adjudicator is as follows: <i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i>.</p>
<b>G. Review of Procurement Decisions</b>		
38.	48.1	<p>The Address of PPRA to submit a <b>copy</b> of complaints:</p> <p>The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9<sup>th</sup> Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a> Web: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a></p>

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
39.	50.2	<p>The address for Appeals to PPAA:</p> <p>The Executive Secretary,  Public Procurement Appeals Authority,  Ministry of Finance and Planning,  1 Madaraka Street,  P.O.Box 9310,  11468 Dar es Salaam.  Telephone +255 22 2120451 Mobile:+255743505505  Fax + 255 022 2120460  Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a>  Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a></p>

## **SECTION IV: GENERAL CONDITIONS OF CONTRACT**

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## General Conditions of Contract

1.	<b>Definitions</b>	1.1	In this Contract, the following terms shall be interpreted as indicated:	
			(a)	“The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			(b)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			(c)	“The Contract Price” means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
			(d)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
			(f)	“The Related Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			(g)	“GCC” means the General Conditions of Contract contained in this section.
			(h)	“SCC” means the Special Conditions of Contract.
			(i)	“The Purchaser” means the entity purchasing the Goods and related service, as <b>named in SCC</b> .
			(j)	“The Supplier” means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal

			successors or permitted assigns of the supplier.
		(k)	“The Project Site” where applicable, means the place or places <b>named in SCC</b> .
		(l)	“Supplies” means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
		(m)	“Call-Off Order” is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
		(n)	“The Framework Agreement” is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
		(o)	“Standing Offer” mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
		(p)	“Day” means calendar day.
<b>2.</b>	<b>Application</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.
<b>3.</b>	<b>Nature and Period of Contract</b>	3.1	The type of Contract is a Standing Offer Agreement

		3.2	The Contract is a Framework Contract, the Period of the Contract is <b>Stated in the SCC</b> . The Contract shall Commence in accordance with the <b>nomination in the SCC</b> , being either a specific date or the Date of acceptance
4.	<b>Governing Language</b>	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language <b>specified in SCC</b> . Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise <b>specified in SCC</b> .
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
7.	<b>Standards</b>	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b>	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 6.1 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.

		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	<b>Patent and Copy Rights</b>	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 Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	<b>Performance Security</b>	10.1	Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount <b>specified in SCC.</b>
		10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security 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 form provided in the tendering documents or another form acceptable to the Purchaser; or
		(b)	A cashier's or certified check.

		10.4	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 otherwise <b>specified in SCC.</b>
		10.5	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.
<b>11.</b>	<b>Review Meetings, Reports, Inspections and Tests</b>	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. <b>SCC and the Technical Specifications shall specify what inspections and tests</b> the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
		11.3	Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
		11.4	The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract
		11.5	Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.

		11.6	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
		11.7	Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.
<b>12.</b>	<b>Packing</b>	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, <b>specified in SCC</b> , and in any subsequent instructions ordered by the Purchaser.
<b>13.</b>	<b>Delivery and Documents</b>	13.1	The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
		13.2	The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
		13.3	Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

		13.4	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are <b>specified in SCC.</b>
		13.5	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
		13.6	Documents to be submitted by the Supplier are <b>specified in SCC.</b>
<b>14.</b>	<b>Insurance</b>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner <b>specified in the SCC.</b>
<b>15.</b>	<b>Transportation</b>	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>16.</b>	<b>Incidental Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in SCC</b> :
			(a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
			(b) Furnishing of tools required for assembly and / or maintenance of the supplied Goods;
			(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			(d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			(e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>17.</b>	<b>Spare Parts</b>	17.1	As <b>specified in SCC</b> , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			(b) In the event of termination of production of the

			spare parts:
			<p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
18.	Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless <b>specified otherwise in SCC</b> .
		18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period <b>specified in SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period <b>specified in SCC</b> , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
<b>19.</b>	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be <b>specified in SCC</b> . But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract.
		19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Purchaser, within 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 the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate <b>specified in the SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be as <b>specified in SCC</b> subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		19.5	All payments shall be made in the currency or currencies <b>specified in the SCC</b> pursuant to GCC 17.4
<b>20.</b>	<b>Prices</b>	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments <b>authorized in SCC</b> or in the Purchaser's request for tender validity extension, as the case may be.
21.	<b>Estimated Quantities and Change Orders</b>	21.1	The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.
		21.2	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract in any one or more of the following:
		(a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		(b)	The method of shipment or packing;
		(c)	The place of delivery; and / or
		(d)	The Services to be provided by the Supplier.
		21.3	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, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
		21.4	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22.	<b>Contract Amendments</b>	22.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	<b>Assignment</b>	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	<b>Subcontracts</b>	24.1	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.
		24.2	Subcontracts must comply with the provision of GCC Clause 3.
25.	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 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 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26.	<b>Liquidated Damages</b>	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage <b>specified in SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage <b>specified in SCC</b> . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.	
27.	<b>Termination for Default</b>	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.	
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:	
			a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
			b)	The Supplier fails to perform any other obligation(s) under the Contract;
			c)	The supplier has abandoned or repudiated the contract.
			d)	The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			e)	A payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
			f)	The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
			g)	the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.
			For the purpose of this clause:	

			<p>a) “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>b) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) “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>d) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>e) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>

		27.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>28.</b>	<b>Force Majeure</b>	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, 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.
		28.2	For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
		28.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication` of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing 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.
<b>29.</b>	<b>Termination for Insolvency</b>	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

30.	<b>Termination for Convenience</b>	30.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
			(a) To have any portion completed and delivered at the Contract terms and prices; and / or
			(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	<b>Disputes</b>	31.1	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.
		31.2	If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
		31.3	If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
32.	<b>Procedure for Disputes</b>	32.1	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.

		32.2	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.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	<b>Replacement of Adjudicator</b>	33.1	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.

34.	<b>Limitation of Liability</b>	34.1	Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
			(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
			(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

35.	<b>Notices</b>	35.1	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 and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address <b>specified in SCC..</b>
		34.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	<b>Taxes and Duties</b>	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit form any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION 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. The corresponding clause number of the GCC is indicated in parentheses.

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Definitions (GCC Clause 1)</b>		
1.	1.1(i)	The Procuring Entity is: <i>[Name and address]</i>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(k)	The Project Site is: <i>[if applicable]</i>
<b>Nature of Contract and Governing Language (GCC Clause 3 and 4)</b>		
4.	3.1	The Framework Contract period is <i>[ insert period normally 12 months]</i> The Contract commences from:..... <i>[insert commencement date]</i> .
5.	4.1	The Governing Language shall be: .....
<b>Applicable Law (GCC Clause 5)</b>		
6.	5.1	The Applicable Law shall be: Laws of the .....
<b>Country of Origin (GCC Clause 6)</b>		
7.	6.1	Country of Origin is .....
<b>Performance Security (GCC Clause 10)</b>		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[between (10) and (20) percent of the Contract Price]</i>  <i>[The following provision should be used in the case of Goods having warranty obligations.]</i>
9.	10.4	After delivery and acceptance of the Goods, the performance security

		shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.
	<b>Review Meetings, Reports, Inspections and Tests (GCC Clause 11)</b>	
10.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>
	<b>Packing (GCC Clause 12)</b>	
11.	12.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>
	<b>Delivery and Documents (GCC Clause 13)</b>	
12.	13.4, 13.6	<p><b>For Goods supplied from abroad:</b></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> </ul>

		<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
		<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	<b>Insurance (GCC Clause 14)</b>	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	<b>Incidental Services (GCC Clause 16)</b>	
14.	16.1	Incidental services to be provided are:

		<i>[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	<b>Warranty (GCC Clause 18)</b>	
16.	18.2	<p>GCC 18.2–In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p style="padding-left: 40px;">(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;"><b>or</b></p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4& 18.5	The period for correction of defects in the warranty period is: .....
	<b>Payment (GCC Clause 19)</b>	
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in ( _____ )</p>

		<p>(i) <b>Advance Payment:</b> ..... percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Shipment:</b> ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) <b>On Acceptance:</b> ..... percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment:</b> ..... percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery:</b> ..... percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p> <p>(iii) <b>On Acceptance:</b> 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 Procuring Entity.</p>
19.	19.3	Rate to be used for paying the Supplier interest on the late payment

		made by Purchaser shall be <i>[insert: rate]</i> .
	<b>Prices (GCC Clause 20)</b>	
20.	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  <i>[To be inserted <b>only</b> if price is subject to adjustment.]</i>
	<b>Liquidated Damages (GCC Clause 26)</b>	
21.	26.1	Applicable rate: 0.1 - 0.2 per cent per day of undelivered materials/good's value.  Maximum deduction is equal to the performance security
	<b>Procedures for Disputes (GCC Clause 32)</b>	
22.	32.1	The Adjudicator shall be <i>[insert: name of the Adjudicator]</i>
23.	32.2	Rate of the Adjudicator fees shall be <i>[insert: rate]</i>
24.	32.3	Arbitration institution shall be <i>[insert: institution]</i>  Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
25.	33.1	Appointing Authority for the Adjudicator <i>[ insert: Authority]</i>
	<b>Notices (GCC Clause 35)</b>	
26.	35.1	– Procuring Entity's address for notice purposes:  – Supplier's address for notice purposes:

## **SECTION VI: SCHEDULE OF REQUIREMENTS**

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### 3. Specification and Compliance Sheet

**Procurement Reference Number:**

*Column b states the minimum technical specification of the item(s) required by the Procuring Entity. The Tenderer is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.*

<b>Item No.</b>	<b>Technical Specification required including applicable standards</b>	<b>Compliance of specification offered</b>
<i>a</i>	<i>b</i>	<i>c</i>
1		
2		
3		
4		
5		
6		
7		
8		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the tender will be rejected. **Tenderers are required to include technical literature to support the details provided in column c.**



## 5. Inspections and Tests

Procurement Reference Number:

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

## **SECTION VII: TECHNICAL SPECIFICATIONS**

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

**SECTION VIII: FORMS OF TENDER**

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## 1. Form of Tender

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

Procurement Reference No: *[insert Procurement Reference number]*

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Tendering Document and in accordance with the response times specified in the Schedule of Requirements the following Supplies and Related Services under a framework contract arrangement *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if alternative response times are is proposed]*;
- (c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Supplies, with the exception of any guaranteed minimum value;
- (d) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (e) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (f) Our tender shall be valid for a period of *[specify the number of calendar days]* calendar days from the date fixed for the tender submission deadline in accordance with the Tendering Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We, including any subcontractors or suppliers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 3.1
- (h) If our tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (i) We, including any subcontractors or Suppliers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor]*;
- (j) We undertake to abide by the Code of Ethical Conduct for Tenderers and Suppliers during the procurement process and the execution of any resulting contract;
- (k) We are not participating, as Tenderers, in more than one tender in this tendering process, other than alternative tenders in accordance with the Tendering Document;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Procuring Entity;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been suspended by the Public Procurement Regulatory Authority in the United Republic of Tanzania from participating in public procurement;
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none." ]*

Name of Recipient	Address	Reason	Amount &
-------------------	---------	--------	----------

			Currency
_____	_____	_____	_____
_____	_____	_____	_____

- (l) We understand that this tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest tender or any other tender that you may receive.

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

Name: *[insert complete name of person signing the tender]*

In the capacity of *[insert legal capacity of person signing the tender]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

---

**2. 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 .....of .....day 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**

### 3. Price Schedule for Supplies and Related Services

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

Procurement Reference No: *[insert Procurement Reference number]*

Name of Tenderer: *[Insert the name of the Tenderer]*

1	2	3	4	5	6	7	8
Item No.	Supplies or Related Services	Country of origin	Percent of Tanzanian origin <sup>1</sup>	Estimated Quantity (No. of units)	Unit price <sup>2</sup>	Import Duties, Sales and other taxes per unit <sup>2</sup>	Total Price
<i>[insert number of item corresponding to Schedule of Requirements]</i>	<i>[insert brief description name of Supplies or Related Services]</i>	<i>[insert country of origin of the item]</i>	<i>[if the margin of preference applies, 15% for Tanzania origin for this item]</i>	<i>[insert estimated number of units of this item to be purchased]</i>	<i>[insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable in Tanzania]</i>	<i>[insert all import duties, taxes paid or payable in Tanzania on this item]</i>	<i>[insert the total price for this item, which should equate to column 5x(6+7)]</i>

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

Name: *[insert complete name of person signing the tender]*

In the capacity of *[insert legal capacity of person signing the tender]*

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

<sup>1</sup> In accordance with margin of preference ITT Clause 13, if applicable

<sup>2</sup> In accordance with ITT Clauses 15 and 16

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

#### 4. Letter of Acceptance

[letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Suppliers]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions Tenderers is hereby accepted by us.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Tenderer has not objected the name proposed for Adjudicator. The second option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that [insert name proposed by Procuring Entity in the Tender Data Sheet],

**or**

We accept that [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

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

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

## 5. Sample Agreement

### For a Framework Contract

#### Procurement Reference No:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Purchaser"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited tenders for certain Supplies and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the provision of those Supplies and Related Services in the sum of \_\_\_\_\_ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies 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.
4. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
6. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.
7. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 16, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 16.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

- 9. Call-off orders are subject to the following limitations and exceptions:
  - (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
  - (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Supplier)  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

**SECTION IX: FORMS OF SECURITY**

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**1. Tender Security Form**

To: [name of the Procuring Entity]

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

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of Procuring] (hereinafter called "the Procuring Entity") in the sum of [amount] 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 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Tenderer

- (a) has withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); 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, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT.

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 states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

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

Name: ..... in the capacity of .....

signed

\_\_\_\_\_  
[signature of the Bank ]

Dated on ..... day of ..... 20 .....

## 2. Tender-Securing Declaration

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

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

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

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

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

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); 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, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., 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 Bidder; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

Duly authorized to sign the bid 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.]*

### 3. Performance Security Form

To: *[name of Purchaser]*

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

#### 4. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 5. Manufacturer's Authorization Form

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 18 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of Manufacturer]*

**Note:** *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.*

## 6. Call-Off Order

### Under a Framework Contract

**Procurement Reference No:** \_\_\_\_\_

**Call-Off Order Reference No:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Supplier:** \_\_\_\_\_

**Date of Call-Off Order:** \_\_\_\_\_

The Purchaser indicated above issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Supplies detailed on the attached List of Supplies and Price Schedule, in accordance with the response times specified in the contract.

The total value of this call-off order is \_\_\_\_\_.

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Supplies, in accordance with the terms and conditions of the contract.

#### Authorised by:

Signature:	
Name:	
Position:	

**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: \_\_\_\_\_