



Public Procurement Regulatory Authority

Standard Tendering Documents

for

Procurement of Text Books and Reading Materials

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

December, 2018

Preface

Procurement of petroleum products under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act No. 9 of 2011 (hereinafter called PPA 2011) and the Public Procurement Regulations, 2013 – Government Notice No. 446 of 2013. (both hereinafter called Public Procurement Regulations).

This Standard Tendering Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with Attorney General Chamber and other professional bodies for use by procuring entities in the procurement of petroleum products through International Competitive Tendering (ICT) and National Competitive Tendering (NCT).

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

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

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ABBREVIATIONS AND ACRONYMS

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

SECTION I: INVITATION FOR TENDERS

[Insert Name of Procuring Entity]

[Insert Logo]

[Insert Tender identification number]

For

[Insert title or brief description of the Textbooks and Reading Materials]

Invitation for Tenders

Date: *[insert date]*

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

or

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

3. The *[Insert the name of the procuring Entity]* now invites sealed Tenders from eligible *[insert 'National' if exclusive preference is applicable]* Suppliers of *[insert brief description of the textbooks and reading materials to be procured]*
4. Tendering will be conducted through the *[insert method of procurement]* procedures specified in the Public Procurement Regulations– Government Notice No. 446 of 2013 and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the *[Insert the physical and postal address of the Tender Board Secretary of the PE]* from *[start and end of working hours]* on Monday to Friday inclusive except on public holidays.

6. A complete set of Tendering Documents in [*insert language of the Tender documents*] and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of [*insert the currency and amount*]. Payment should either be by Cash, Banker's Draft, or Banker's Cheque, payable to [*state the title of the Accounting Officer to which payments are to be made*].
7. All Tenders must be accompanied by a Tender Security in an acceptable form in the amount of [*insert the amount in local currency*] or freely convertible currencies.

or

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

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

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

SECTION II: INSTRUCTION TO TENDERERS

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A. Introduction

1.	Scope of Tender	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites Tenders for the supply of textbooks and reading materials as specified in the TDS and described in the, Technical Specification .
		1.2	The successful Tenderer will be expected to supply the textbooks and reading materials within the period stated in the TDS from the start date and the completion date specified in the TDS .
2.	Source of Funds	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of textbooks and reading materials as described in the TDS.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the project described in the TDS, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the TDS.</p>
		2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE .
3.	Eligible Tenderers	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members

			shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the Tender Data Sheet , there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity.
		3.3	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Entity.
		3.4	The Invitation for Tenders (IFT) is open to all suppliers as defined in the Public Procurement Regulations- Government Notice No. 446 of 2013 except as provided hereinafter.
		3.5	National 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 approved suppliers in Tanzania before signing the Contract.
		3.6	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest

			<p>shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) Participated, are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the supply of textbooks and reading materials to be procured under this IFT; b) have controlling shares in common; c) receive or have received any direct or indirect subsidy from any of them; d) have the same legal representative for purposes of this Tender; e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one Tender in this tendering process.
		3.7	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> (a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent; (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; (c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in

			<p>accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>the Tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
		3.8	<p>Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.</p>
		3.9	<p>Tenderers shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.</p>
		3.10	<p>Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.</p>
		3.11	<p>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.</p>

4.	Eligible Textbooks, Reading Materials and Related Services	4.1	All Textbooks, Reading Materials and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods. For purpose of this Tender ineligible country are stated in the TDS .
		4.2	For purposes of this Clause, the term “Textbooks and Reading Materials” includes textbooks and reading materials, teacher’s manuals, other production inputs such as paper, manuscript, publishing and manufacturing; and publishing, manufacturing; as well as other related services such as distribution, binding and packing.
		4.3	For purposes of this Clause, “country of origin” means the country where the Textbooks and Reading Materials are produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the Textbooks and Reading Materials and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender .
		4.6	If so required in the TDS , a Tenderer that does not own copyright of the goods it offers to supply shall submit a Copyright Authorization using the form included in Section IX - Security Forms to demonstrate that it has been duly authorized by the owner of the copyright to supply these Goods in the United Republic of Tanzania.
5.	One Tender per Tenderer	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.	Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, 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. 9 of 2011.

B. Tendering Documents

7.	Content of Tendering Documents	7.1	<p>In addition to the IFT, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with Instruction to Tenderers (ITT) clause 9.2 include:</p> <p>Section II Instructions to Tenderers (ITT) Section III Tender Data Sheet (TDS) Section IV General Conditions of Contract (GCC) Section V Special Conditions of Contract (SCC) Section VI Schedule of Requirements Section VII Technical Specifications Section VIII Tender Forms</p> <ul style="list-style-type: none"> • Form of Tender • Power of Attorney • Tenderer Information Form • Party to Joint Venture Information Form • Price schedule for Textbooks
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			<p>Reading and Materials to be imported</p> <ul style="list-style-type: none"> • Price schedule for Textbooks Reading and Materials from within United Republic of Tanzania • Letter of Acceptance • Form of Contract Agreement <p>Section IX Forms - Security</p> <ul style="list-style-type: none"> • Tender Security Form • Tender Securing Declaration Form • Performance Security Form • Bank Guarantee for Advance Payments • Copyright Authorization Form <p>Section X Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program</p>
		7.2	The number of copies to be completed and returned with the Tender is specified in the TDS .
		7.3	The IFT (Section I) issued by the PE is not part of the Tendering Documents. In case of discrepancies between the IFT and the Tendering Documents listed in sub-Clause 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 Procuring Entity.
		7.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8.	Clarification	8.1	A prospective Tenderer requiring any clarification

	of Tendering Documents		of the Tendering Documents shall contact the PE in writing or in electronic forms that provide record of the content of communication at the PE 's address indicated in the TDS prior to the deadline for the submission of Tenders prescribed in sub- Clause 22.1 .
		8.2	The PE will within three (3) working days respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1 .
		8.3	Copies of the PE's response will be forwarded to all prospective Tenderers 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 Clause 9.
9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of Tenders, the PE , for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum including the notice of any extension of the deadline issued shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to all who have obtained the Tendering Documents directly from the PE . Prospective Tenderers shall acknowledge receipt of each addendum by writing or in electronic forms that provide record of the content of communication to the PE .
		9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE , at

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

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

			<p>Documents;</p> <p>f) Tender Security or Tender Securing Declaration furnished in accordance with ITT Clause 18;</p> <p>g) Written Power of Attorney (as per format provided in Section VIII) authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.2; and</p> <p>h) Any other document required in the TDS.</p>
		11.2	<p>Where a sample(s) is required by a procuring entity, the sample shall be:</p> <p>(a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, the closing time and date for the submission of tenders; and</p> <p>(d) evaluated to determine compliance with all characteristics listed in the Tender Data Sheet.</p>
		11.3	<p>The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-</p> <p>(a) does not conform to all characteristics prescribed in the solicitation documents and</p> <p>(b) does 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 Textbooks and Reading Materials being tendered for and that competition shall not thereby be limited to</p>

			that article only.
		11.5	Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.
		11.6	All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.
12.	Documents Establishing Eligibility of Textbooks and Reading Materials and Conformity to Tendering Documents	12.1	Pursuant to ITT Clause 11 , the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering Documents of all textbooks and reading materials which the Tenderer proposes to supply under the contract.
		12.2	The documentary evidence of the eligibility of the textbooks and reading materials shall consist of a statement in the Price Schedule of the country of origin of the textbooks and reading materials which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the textbooks and reading materials to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and standards; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the textbooks and reading materials to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) Any other procurement specific

			documentation requirement as stated in the TDS.
		12.4	For purposes of the commentary to be furnished pursuant to sub-Clause 12.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to 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, and/or catalogue numbers in its Tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence or are superior to those designated in the Technical Specifications.
		12.5	The required documents and other accompanying documents must be in English. In case any language other language than English is used the pertinent translation into English shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualification of the Tenderer	13.1	Pursuant to ITT Clause 11 , the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT Clause 3 and 4 .
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that: a) in the case of a Tenderer offering to supply textbooks and reading materials under the contract which the Tenderer does not own copyrights to or otherwise publish, the Tenderer has been duly authorized by the textbooks and reading materials' copyright

			<p>owner or publisher to supply the textbooks and reading materials in the United Republic of Tanzania;</p> <p>b) The Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the TDS, and has a successful performance history in accordance with criteria specified in the TDS. If a pre-qualification process has been undertaken for the Contract, the Tenderer shall, as part of its Tender, update any information submitted with its pre-qualification;</p> <p>c) In the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped, and able to carry out the supplier's obligations prescribed in the GCC and/or Technical Specifications;</p>
14.	Form of Tender	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.
15.	Tender Prices and Discounts	15.1	The Tender prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.
		15.2	All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots should comprise all items. Incomplete lots shall be considered non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with sub-Clause 15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote any unconditional

			discounts and the methodology for their application in the Form of Tender in accordance with sub-Clause 15.9 .
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the textbooks and reading materials it intends to supply under the Contract. The terms EXW, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the Tender Data Sheet .
		15.6	<p>Prices shall be quoted as specified in each Price Schedule. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For textbooks and reading materials manufactured from within the United Republic of Tanzania:</p> <p>i) the price of the textbooks and reading materials quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all custom duties and sales and other taxes already paid or payable:</p> <p>A. on the components and raw material used in the Printing and Publishing or assembly of the textbooks and reading materials quoted ex works or ex factory; or</p> <p>B. on the previously imported textbooks</p>

			<p>and reading materials of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>ii) United Republic of Tanzania sales and other taxes which will be payable on the textbooks and reading materials if the Contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the textbooks and reading materials to their final destination, if specified in the TDS.</p> <p>iv) the price of other (incidental) services, if any, listed in the TDS.</p> <p>b) For textbooks and reading materials manufactured outside the United Republic of Tanzania, to be imported;</p> <p>i) the price of the textbooks and reading materials shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the United Republic of Tanzania, as specified in the Tender Data Sheet. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.</p> <p>ii) the price for inland transportation, insurance, and other local costs incidental to delivery of the commodities from the port of entry to their final destination, if specified in the Tender Data Sheet.</p> <p>c) For textbooks and reading materials manufactured outside the United Republic of Tanzania, already imported:</p> <p>(i) the price of the textbooks and reading materials, including the original import value of the textbooks and reading materials; plus any mark-up (or rebate); plus</p>
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			<p>any other related local cost, and custom duties and other import taxes already paid or to be paid on the commodities already imported.</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the commodities already imported;</p> <p>(iii) the price of the textbooks and reading materials, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any sales and other taxes which will be payable on the textbooks and reading materials if the contract is awarded to the Tenderer; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the textbooks and reading materials from the named place of destination to their final.</p> <p>d) for Related Services, other than inland transportation and other services required to convey the textbooks and reading materials to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
		15.7	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. If, however, in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p>
		15.8	<p>If so indicated in the IFT, ITT and TDS that Tenders are being invited for individual contracts</p>

			(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 a package.
16.	Tender Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For textbooks and reading materials that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the TDS.</p> <p>b) For textbooks and reading materials that the Tenderer will supply from 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 sub-Clause.16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania prevailing on the date 28 days prior to the latest deadline for submission of Tenders. If the Tenderer uses other rates of exchange, the provisions of ITT Clause 31 shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and

			responsive to sub- Clause 16.1 .
17.	Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline prescribed by the PE , pursuant to ITT Clause 22 . A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the Tender validity period, the PE may request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderers' responses shall be made in writing or in electronic forms that provide record of the content of communication. The Tender Security provided under ITT Clause 18 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender security or Tender Securing Declaration for the period of the extension, and in compliance with ITT Clause 18 in all respects.
		17.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
18.	Tender Security or Tender Securing Declaration	18.1	Pursuant to ITT Clause 11 , unless otherwise specified in the TDS , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in the section for Security Forms.
		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against

			the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 18.9 .
		18.3	<p>The Tender Security shall be denominated in the currency of the Tender or in another freely convertible currency, and shall be in one of the following forms:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified bankers cheque; or</p> <p>c) any other forms of security indicated in the TDS from a reputable source, from an eligible country.</p>
		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the form of the Tender Security or Tender Securing Declaration included in the section for Security Forms or another form approved by the PE prior to the Tender submission.
		18.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in sub-Clause 18.9 are invoked.
		18.6	Any Tender not accompanied by a Tender security or declaration in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT Clause 28 .
		18.7	Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible

			but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT Clause 17 .
		18.8	The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract pursuant to ITT Clause 41 , and furnishing the performance security, pursuant to ITT Clause 42 .
		18.9	The Tender Security may be forfeited or the Tender securing declaration executed: <ul style="list-style-type: none"> a) if a Tenderer: <ul style="list-style-type: none"> i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in sub-Clause 17.2; or ii) does not accept the correction of errors pursuant to sub-Clause 30.2; or b) in the case of a successful Tenderer, if the Tenderer fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITT Clause 41; or ii) to furnish performance security in accordance with ITT Clause 42.
		18.10	The Tender Security or the Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
		18.11	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 securing declaration: <ul style="list-style-type: none"> (a) if the Tenderer withdraws its Tender, except as provided in sub-Clauses 17.2 and 30.2; or (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

			<p>(i) sign the contract, or</p> <p>(ii) furnish the required performance security.</p>
19.	Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, sub-Clause 19.2 shall prevail.
		19.2	Pursuant to sub-Clause 19.1, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE , including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE .
		19.3	A Tenderer may submit both a main Tender which conforms precisely to the Schedule of Requirements and an alternative Tender.
		19.4	Where a Tenderer submits more than one Tender, each Tender shall be submitted as a completely separate Tender and shall conform to the instructions for preparation and submission of Tenders in its own right, without any reliance on any other Tender. In particular, each Tender shall be separately signed, authorized, sealed, labeled and submitted in accordance with the instructions for submission of Tenders and shall be accompanied by a separate security, if so required. Such Tenders shall be labeled " Main Tender " and " Alternative Tender ".
		19.5	The evaluation of alternative Tenders shall use

			the same methodology, criteria and weights as the evaluation of main Tenders, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Schedule of Requirements.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare an original and the number of copies of the Tender indicated in the TDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
		20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Tender.
		20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract

D. Submission of Tenders

21.	Sealing and Marking of Tenders	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
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		21.2	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the PE at the address given in the TDS; and</p> <p>b) bear the Project name indicated in the TDS, the IFT title and number indicated in the TDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the TDS, pursuant to ITT sub-Clause 22.1.</p>
		21.3	<p>In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to ITT Clause 23 and for matching purpose under ITT Clause 24.</p>
		21.4	<p>If all envelopes are not sealed and marked as required by sub-Clause 21.2, the PE will assume no responsibility for the misplacement or premature opening of Tender.</p>
		21.5	<p>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.</p>
22.	Deadline for Submission of Tenders	22.1	<p>Tenders shall be received by the PE at the address specified under sub-Clause 21.2 no later than the date and time specified in the TDS.</p>
		22.2	<p>The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 9, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.</p>
23.	Late Tenders	23.1	<p>The PE shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT</p>

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

			pursuant to the sub-Clause 18.9 .
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E. Opening and Evaluation of Tenders

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

			shall not be considered further.
		25.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any 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 Tenderers Tender.
		25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23 .
		25.7	The Secretary of the Tender Board shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender security or Tender securing declaration.
		25.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
		25.9	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
26.	Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of Contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
		26.3	Notwithstanding sub-Clause 26.2 from the time of Tender opening to the time of contract award, if any

			Tenderer wishes to contact the PE on any matter related to the tendering process, it should do so in writing or in electronic forms that provide record of the content of communication.
27.	Clarification of Tenders	27.1	To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT Clause 30 .
		27.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.
28.	Preliminary Examination of Tenders	28.1	<p>Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender:</p> <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITT Clause 3 and Clause 4; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
		28.2	A substantially responsive Tender is one which

			<p>conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
		28.3	<p>The PE will confirm that the documents and information specified under ITT Clause 11, ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the ITT, 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>
29.	Technical Evaluation	29.1	<p>The PE shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.</p>
		29.2	<p>The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 12, to confirm that all requirements specified in the section of Schedule of Requirements of the Tendering Documents and the section of Technical Specifications have been met without material deviation or reservation.</p>

		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT Clause 28 , it shall reject the Tender.
30.	Correction of Errors	30.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <p>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;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>
		30.2	The amount stated in the Tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing Declaration may be executed in accordance with sub-Clause 18.9 .
31.	Conversion to Single Currency	31.1	<p>To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:</p> <p>a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United</p>

			<p>Republic of Tanzania; or b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.</p>
		31.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the TDS .
32.	Commercial Evaluation of Tenders	32.1	The PE shall evaluate and compare only the tenders determined to be substantially responsive, pursuant to ITT Clause 28 .
		32.2	<p>The PE's evaluation of a Tender will exclude and not take into account:</p> <p>a) in the case of textbooks and reading materials printed and published in the United Republic of Tanzania or textbooks and reading materials of foreign origin but already imported in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the textbooks and reading materials if a contract is awarded to the Tenderer;</p> <p>b) in the case of textbooks and reading materials of foreign origin imported from abroad, customs duties and other similar import taxes which will be payable on the textbooks and reading materials if the Contract is awarded to the Tenderer; and</p> <p>c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Tender.</p>

		32.3	<p>The comparison shall be between the EXW price of the textbooks and reading materials manufactured from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the textbooks and reading materials, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the textbooks and reading materials manufactured from outside the United Republic of Tanzania.</p>
		32.4	<p>In evaluating the tenders, the Procuring Entity will, in addition to the Tender price quoted in accordance with sub-Clause 15.1, take account of one or more of the following factors as specified in the TDS, and quantified in sub-Clause 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the textbooks and reading materials to their final destination. b) delivery schedule offered in the Tender; c) deviations in payment schedule from that specified in the SCC; d) other specific criteria indicated in the TDS and/or in the Technical Specifications.
		32.5	<p>For factors retained in the TDS pursuant to sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the TDS:</p> <ul style="list-style-type: none"> a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> <p>Inland transportation, insurance, and other incidental costs for delivery of the textbooks and reading materials from EXW/port of entry/border point to Project site named in the TDS will be computed for each Tender by the PE on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight</p>

			<p>and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the PE to EXW/CIF/CIP border point price.</p>
			<p>b) <i>Delivery schedule.</i></p> <p>i) The PE requires that the textbooks and reading materials under the IFT shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the textbooks and reading materials at the Project Site will be calculated for each Tender after allowing for reasonable international and inland transportation time. Treating the Tender resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other tenders by applying a percentage, specified in the TDS, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.</p> <p>Or</p>

ii) The textbooks and reading materials covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and tenders offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **TDS**, will be added for evaluation to the Tender price of tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

(iii) The textbooks and reading materials covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the **TDS**, of **EXW/CIF/CIP** price per week of variation from the specified delivery schedule.

c) *Deviation in payment schedule.*

i) Tenderers shall state their Tender price for the payment schedule outlined in the **SCC**. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The **PE** may consider the alternative payment schedule offered by the selected Tenderer.

or

			<p>ii) The SCC stipulates the payment schedule offered by the PE. If a Tender deviates from the schedule and if such deviation is considered acceptable to the PE, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the TDS.</p>
			<p>d) The materials from which the textbooks and reading materials offered are manufactured shall have a minimum performance specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual performance of the materials offered in the Tender, and adjustment will be added to the Tender price using the methodology specified in the TDS or in the Technical Specifications.</p> <p>e) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the TDS and/or the Technical Specifications.</p>
		32.6	<p>If these Tendering Documents allow to quote separate prices for different lots, and the award to a single Tenderer of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Form of Tender, is specified in the TDS.</p>
33.	National Preference	33.1	<p>If the TDS so specifies, the PE will grant a margin of preference to textbooks and reading materials printed and published 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 sub-Clause 13.3.</p>

		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 Forms of Tender and Price Schedules, pursuant to ITT Clauses 14 and 15.
		33.3	<p>For the purpose of granting a margin of preference, tenders will be classified in one of three groups, as follows:</p> <p>a) Group A: tenders offering textbooks and reading materials manufactured from 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 textbooks and reading materials offered; and</p> <p>(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing of such textbooks and reading materials at least since the time of Tender submission.</p> <p>b) Group B: All other tenders offering textbooks and reading materials manufactured outside Republic of Tanzania, already imported.</p> <p>c) Group C: Tenders offering textbooks and reading materials manufactured outside United Republic of Tanzania, to be imported</p>
		33.4	All evaluated tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for Contract award.
		33.5	If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C tenders will then be further compared with the lowest

			<p>evaluated Tender from Group A, after adding to the evaluated Tender price of the imported textbooks and reading materials offered in each Group C Tender, for the purpose of this further comparison only:</p> <p>a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of textbooks and reading materials offered in each Group C Tender; or</p> <p>b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such textbooks and reading materials, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such textbooks and reading materials.</p>
		33.6	If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under sub-Clause 33.5 above, will be selected for award.
34.	Determination of Lowest Evaluated Tender	34.1	The Tender with the lowest evaluated price , from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
35.	Post-qualification of Tenderer	35.1	If prequalification was not undertaken, post-qualification shall be performed.
		35.2	<p>Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procuring Entity as to the ability of the tenderer that presented that tender to perform the</p>

			<p>contract.</p> <p>(b) Before rejecting an abnormally low tender the procuring entity shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication ; and subsequently verify the tender or parts of the tender being abnormal</p> <p>(c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;</p> <p>(d) The Procuring Entity shall seek the approval of the Authority prior to rejecting a tender;</p> <p>(e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and</p> <p>An abnormally low tender means, in the light of the Procuring Entity’s estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		35.3	<p>The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITT sub-Clause 13.3.</p>
		35.4	<p>The determination will take into account the Tenderer’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers’ qualifications.</p>

		35.5	A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		35.6	In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		35.7	An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

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

			<p>evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology; or (g) clarifying details that were not apparent or could not be finalized at the time of tendering.
		37.2	Where single source method was used or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the commodities.
		37.3	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	Procuring Entity's Right to Accept any Tender and to Reject any or All Tender	38.1	Notwithstanding ITT Clause 36 , the PE reserves the right to accept or reject any Tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).
		38.2	Notice of the rejection of all tenders shall be given promptly to all suppliers that have submitted tenders.
		38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its tenders, but is not required to justify those grounds.

39.	Procuring Entity's Right to Vary Quantities at the Time of Award	39.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of textbooks and reading materials or related services originally specified in these Tendering Documents (schedule of requirements) provided this does not exceed the percentage indicated in the TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
40.	Notification of Award	40.1	Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		40.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 42 and signing of the contract in accordance with sub-Clause 41.2 .
		40.4	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 42 , the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security or Tender Securing Declaration of the unsuccessful Tenderers pursuant to sub-Clause 18.7
		40.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which it's Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly

			respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer.
41.	Signing of Contract	41.1	Promptly after notification, Procuring Entity shall send the successful Tenderer the agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
		41.2	Within twenty eight (28) days of receipt of the Contract Form , the successful Tenderer shall sign and date the contract and return it to the PE .
42.	Performance Security	42.1	Within twenty eight (28) days after receipt of the Letter of Acceptance from the PE , the successful Tenderer shall furnish to the PE a Performance Security in the amount and in the form stipulated in the TDS and the SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		42.2	<p>If the Performance Security is provided by the successful Tenderer, it shall be in any of the following forms:</p> <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>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 requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the PE may make the award to the next lowest evaluated Tenderer.

43.	Advance Payment	43.1	The PE will provide an Advance Payment on the Contract price as stipulated in the GCC , subject to a maximum amount, as stated in the TDS .
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Bank Guarantee) in the form provided in section for security forms. For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of the textbooks and reading materials.
44.	Adjudicator	44.1	The PE proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS , plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.
45.	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	45.1	<p>The Government requires that PEs (including beneficiaries of Government funded projects and procurement) as well as Tenderers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.</p> <p>a) defines, for the purpose of this provision, the terms set forth below as follows:-</p> <p>i. "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>ii. "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the</p>

			<p>property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii. collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) “Obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act.</p> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for supply of textbooks and reading materials if it at any time determines that corrupt, fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds for the procurement or the execution of that contract,</p>
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			<p>without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation;</p> <p>d) Will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for, or in executing, a public - financed Contract.</p>
		45.2	The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
		45.3	Any communications between the Tenderer and the PE related to matters of alleged fraud, corruption, coercive, collusive or obstructive must be made in writing or in electronic forms that provide record of the content of communication.
G. Review of Procurement Decisions			
46.	Right to Review	46.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority by the Act or Regulations may seek a review in accordance with the procedure set out under this section.
47.	Time Limit on Review	47.1	The Tenderer shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48.	Submission of Applications for Review	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 Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the

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

			shall cease.
50.	Review by the Public Procurement Appeals Authority	50.1	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> a) are not settled within the specified period under Sub-Clause 49.2 [above]; b) are not amicably settled by the accounting officer; 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; d) in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.1 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute; (e) arise out of provision of Section 62(6) of the Act
		50.2	PPAA may be contacted at the address shown in the TDS.

SECTION III: TENDER DATA SHEET

Tender Data Sheet

The following specific data for the textbooks and reading materials 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	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	<p>Name of Procuring Entity (PE): <i>[insert: name of PE]</i>.</p> <p>The subject of procurement is: <i>[describe the textbooks and reading materials to be provided using this Contract and the location where the textbooks and reading materials are to be provided]</i></p>
2.	1.2	<p>Period for supply of textbooks and reading materials: <i>[insert: expected duration of which this Contract is intended to be]</i></p> <p>Commencement date for supply of textbooks and reading materials: <i>[insert: starting date]</i></p>
3.	2.1	<p>Financial year for the operations of the PE: <i>[insert: year]</i></p> <p>Name of financing institution: <i>[insert: name if any]</i></p> <p>Name of Project <i>[insert: name and summary description of the Project]</i></p> <p>Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i></p>
4.	2.2	<p>Name of financing institution: <i>[insert: name if any]</i></p>

5.	3.1	Maximum number of members in the joint venture, consortium or association shall be: <i>[insert the number]</i>
6.	4.1	If applicable insert names of ineligible country(s) is or are <i>[list]</i>
7.	4.6	Demonstration of authorization by Copyright owner <i>[required or not required]</i>

B. Tendering Documents

8.	7.2	Number of copies to be completed and returned with the Tender <i>[specify]</i>
9.	8.1	The address for clarification of Tendering Documents is <i>[insert full address]</i>

C. Preparation of Tenders

10.	10.1	The Language of all correspondences and documents related to the Tender is: <i>[specify]</i>
11.	11.1 (b)	<i>[List forms of samples to be submitted]</i>
12.	11.1 (g)	In addition to the documents stated in ITT Clause 11.1 (a) through (f) the following documents must be included with the Tender <i>[insert: list of documents]</i>
13.	11.2 (d)	<i>[List the characteristics to be evaluated]</i>
14.	12.3 (d)	Any other specific documentation requirement (specify)
15.	13.3 (b)	The qualification criteria required from Tenderers in ITT Clause 13.3(b) <i>[list criteria]</i> .
16	15.5	The Incoterms edition is: <i>[Insert relevant edition]</i>
17.	15.6 (a)	The price quoted shall be _____

	(iii), (iv), (optional)	<i>[Specify EXW and whether prices for inland transportation and price of incidental services must be quoted in addition to EXW.]</i>
18.	15.6 (b) (i) (ii),	The price quoted shall be _____ <i>[Select, in accordance with the Schedule of Requirements, CIF named port of destination or CIP border point or CIP named place of destination.]</i> <i>[Specify whether prices for inland transportation and prices of incidental services, pursuant to ITT Clauses 15.6 (b) (v), must be quoted in addition to the above CIF or CIP prices.]</i>
19.	15.7	The price shall be fixed or The price shall be adjustable. <i>[Delete the non-applicable option.]</i>
20.	15.8	Tenders are being invited for <i>[indicate "one or more items," or "individual contracts (lots)"]</i>
21.	16.1 (a)	For textbooks and reading materials originating in the United Republic of Tanzania, the currency of the Tender shall be <i>[insert currency]</i> .
22.	17.1	The Tender validity period shall be: <i>[insert number]</i> days.
23.	18.1	The amount of Tender security is: <i>[insert amount and currency]</i> OR A Tender Securing Declaration form shall be filled by the Tenderer. <i>[Delete the non-applicable option.]</i>
24.	18.3 (c)	Other forms of security are: <i>[insert other forms if required]</i>
25.	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>
26.	20.1	The number of copies of the Tender to be completed and returned shall be <i>[insert number]</i> .
27.	20.2	The written confirmation for authorization are: <i>[insert</i>

		<p><i>the required authorization]</i></p> <p><i>(Normally Power of Attorney is attached to the Tender).</i></p>
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D. Submission of Tenders

28.	21.2 (a)	<p>Tender shall be submitted [<i>specify the PE's address below</i>]</p> <p>Street address : [<i>insert the street address</i>] Building/Plot No. [<i>insert the building/plot No., if any</i>] Floor/Room No. [<i>insert the floor/room</i>] City/Town : [<i>insert city/town</i>]</p>
29	21.2 (b)	<p>Project name:[<i>insert name of the project</i>]</p> <p>The invitation for Tenders title and Tender number are [<i>if applicable, insert: Invitation for Tenders title and invitation for Tenders number (if any) otherwise state "none":</i>]</p> <p>Time and date for submission [<i>insert time and date</i>]</p>
30.	22.1	<p>The deadline for Tender submission is</p> <p>a) Day [<i>insert day</i>] b) Date [<i>insert date</i>] c) Time [<i>insert time</i>]</p>

E. Opening and Evaluation of Tenders

31.	25.1	<p>The Tender opening shall take place at:</p> <p>Street address: [<i>insert the street address</i>] Building/Plot No. [<i>insert building/plot No., if any</i>]; Floor/Room No. [<i>insert floor/room</i>]; City/Town: [<i>insert city/town</i>]; Country: [<i>insert country</i>]; Day : [<i>insert day</i>]; Date : [<i>insert the date</i>]; Time: [<i>insert time</i>].</p>
32.	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 currency</i>]</p> <p>The source of exchange rate shall be [<i>insert source of the exchange rate</i>]</p> <p>The date of exchange rate shall be [<i>insert date of exchange rate</i>]</p>

33.	32.4	Criteria for Tender evaluation. [Select as appropriate from criteria listed in ITT Clause 32.4 (e.g., 32.4 (b) and (c)), and in the reference under ITT 32.5 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 32.5 (b) (i) and (c) (ii)).]
34.	32.4 (d)	Other specific criteria are [list]
35	32.5	The factors retained pursuant to TDS clause 34 and the quantification methods are [insert methods]
36.	32.5 (a)	Inland transportation from EXW/port of entry/border point to [name of Project site(s)], and insurance and incidentals. Tenderer shall furnish: <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. [This information is not required when the Tenderer is invited to submit a Tender in accordance with ITT sub-Clause 15.6 (a) (iii) or ITT sub-Clause 15.6 (b) (ii)]
37.	32.5 (b)	Delivery schedule. Relevant parameters in accordance with option selected: adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of Tender evaluation, or adjustment expressed as a percentage
38.	32.5 (c) (ii)	Deviation in payment schedule [insert "is" or "is not" applicable]. Annual interest rate [insert rate]
39.	32.5 (d)	Performance and productivity of the materials from which the textbooks and reading materials are manufactured

		<i>[Specify the applicable evaluation procedure and the adjustment factor (in the currency used for Tender evaluation, as applicable), as required.]</i>
40.	32.5 (e)	Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications.
41.	32.6	Incase of award to a single Tenderer of multiple lots; the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Form of Tender is <i>[insert the methodology]</i>
42.	33	a) National preference to apply. or National preference not applicable. b) If a margin of preference applies, the application methodology shall be <i>[Delete the non-applicable option.]</i>
F. Contract Award		
43.	39.1	Percentage for quantity increase or decrease is <i>[insert percentage]</i> . <i>[should not exceed 15%]</i>
44.	42.1	The Performance Security shall be <i>[insert: amount between 10 and 20 percent of the Contract Price]</i>
45.	43.1	The Advance Payment shall be limited to <i>[insert: percent of the Contract Price]</i> .
46.	44.1	The Adjudicator proposed by the PE is <i>[insert: name and address]</i> . The hourly fee for this proposed Adjudicator shall be <i>[insert: amount and currency]</i> .
G. Review of Procurement Decisions		
47.	48.1	The Address of PPRA to submit a copy of complaints: The Chief Executive Officer,

		<p>Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9th Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
48.	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: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1.	Definitions	1.1	Unless otherwise expressly provided, wherever used in this contract in this Contract the following terms shall be interpreted as indicated below:
			a) "Completion" means the fulfillment of the contract and the related services by the supplier in accordance with the terms and conditions set forth in the contract
			b) "Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			c) "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 t the contract for the full and proper performance of its contractual obligations.
			d) "Day" means calendar day.
			e) "Delivery" means the transfer of the textbooks from the supplier to the Purchaser under Contract.
			f) "Textbooks" means all of the textbooks and reading materials, teacher's material, other production inputs such as paper, manuscript, publishing and manufacturing; publishing, and manufacturing; as well as other related services such as distribution, binding and packing that the Supplier is required to supply to the Purchaser 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 textbooks and reading materials, as named in SCC.

			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 named in SCC.
			l) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			m) "End User" means the organization(s) where the textbooks and reading materials will be used, as named in the SCC.
			n) "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.
2.	Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3.	Governing Language	3.1	The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC.
		3.2	If any of the contract document, correspondence or communication are prepared in any language other than the governing language under sub-Clause 3.1 the translation of such documents, correspondences or communications in the language specified in the SCC shall prevail in matters of interpretation.
4.	Applicable Law	4.1	The contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.

5.	Country of Origin	5.1	All Textbooks and reading materials and Related services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the United Republic Tanzania, as further elaborated in the SCC.
		5.2	“Origin” means the place where the Textbooks and reading materials were printed and published or from which the related services are supplied. Textbooks and reading materials are printed and published when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
		5.3	The origin of textbooks and reading materials is distinct from the nationality of the supplier.
6.	Standards	6.1	The textbooks and reading materials 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 textbooks and reading materials’ country of origin. Such standards shall be the latest issued by the concerned institution.
7.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	7.1	The supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		7.2	The supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in Clause 7.1 except for purposes of performing the Contract.

		7.3	Any document, other than the Contract itself, enumerated in Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.
		7.4	The supplier shall permit the Government of the United Republic of Tanzania 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.
8.	Patent and Copy Rights	8.1	The supplier shall indemnify the Purchaser against all third-party claims of infringement of copyright, trademark, or industrial design rights arising from use of the textbooks and reading materials or any part thereof in the United Republic of Tanzania.
		8.2	The copyright in all textbooks and reading materials including 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.
9.	Performance Security	9.1	Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderder shall furnish to the Purchaser the performance security in the amount specified in SCC.
		9.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		9.3	The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tenderTendering Documents or another form acceptable to the Purchaser; or another format acceptable to the purchaser as specified in the SCC; or
			b)	Banker's certified cheque.
		9.4		The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		9.5		Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
10.	Inspections and Test	10.1		The Purchaser or its representative shall have the right to inspect and test the textbooks and reading materials to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes within 21 days after award of Contract.
		10.2		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 textbooks and reading materials' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all assistance shall be furnished to the inspectors at no charge to the Purchaser.

		10.3	Should any inspected or tested textbooks and reading materials fail to conform to the Specifications, the Purchaser may reject the textbooks and reading materials, and the Supplier shall replace the rejected textbooks and reading materials to meet specification requirements free of cost to the Purchaser.
		10.4	The Purchaser's right to inspect, test and, where necessary, reject the textbooks and reading materials after the textbooks and reading materials' arrival in the Purchaser's country shall in no way be limited or eared by reason of the textbooks and reading materials having previously been inspected, tested, and passed by the Purchaser or its representative prior to the textbooks and reading materials' shipment from the country of origin.
		10.5	Where the Supplier contests the validity of the rejection by the PE or his representative, of any inspection as required by Clause 10.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and PE or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.
		10.6	Nothing in GCC Clause 10 shall in any way release the Supplier from any warranty or other obligations under this Contract.

11.	Packing	11.1	The supplier shall provide such packing of the textbooks and reading materials 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 textbooks and reading materials' final destination and the absence of heavy handling facilities at all points in transit.
		11.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC or technical specifications, and in any subsequent instructions ordered by the Purchaser.
12.	Delivery and Documents	12.1	Delivery of the textbooks and reading materials shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC .
		12.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		12.3	Documents to be submitted by the Supplier are specified in SCC . INCOTERMS provides a set of international rules for the interpretation of the more commonly used trade terms.
13.	Insurance	13.1	The textbooks and reading materials supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .

14.	Transportation	14.1	Where the Supplier is required under Contract to deliver the textbooks and reading materials FOB, transport of the textbooks and reading materials, up to and including the point of putting the textbooks and reading materials 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 textbooks and reading materials FCA, transport of the textbooks and reading materials 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.
		14.2	Where the Supplier is required under Contract to deliver the textbooks and reading materials CIF or CIP, transport of the textbooks and reading materials 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.
		14.3	Where the Supplier is required under the Contract to transport the textbooks and reading materials 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.
15.	Incidental Services	15.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
			a) Performance or supervision of on-site assembly and/or start-up of the supplied textbooks and reading materials;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied textbooks and reading materials;
			c) Performance or supervision or maintenance

				and/or repair of the supplied textbooks and reading materials, 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
			d)	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 textbooks and reading materials.
		15.2		Prices charged by the Supplier for incidental services, if not included in the Contract Price for the textbooks and reading materials, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
16.	Patent Indemnity	16.1		The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 16.2 , indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
		16.2	a)	the use of the textbooks and readings material in the country; and
			b)	the sale in any country of the textbooks and reading materials are manufactured by the Supplier
				Such indemnity shall not cover any use of the textbooks and reading materials or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the textbooks and reading materials or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

			If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 16.1 , the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		16.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
		16.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		16.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
17.	Warranty	17.1	The Supplier warrants that the textbooks and reading materials 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 textbooks and reading materials 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 textbooks and reading materials in the conditions prevailing in the United Republic of Tanzania.

		17.2	This warranty shall remain valid for a period specified in the SCC after the textbooks and reading materials, 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 a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		17.3	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.
		17.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective textbooks and reading materials or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced textbooks and reading materials or parts from EXW or the port or place of entry to entry to the final destination.
		17.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , 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.
18.	Payment	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		18.2	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 textbooks and reading materials delivered and the related services performed, and by documents submitted pursuant to GCC Clause 12 , and upon fulfillment of other obligations stipulated in the Contract.

		18.3	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 the rate as specified in the SCC .
		18.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		18.5	The Purchaser will provide an Advance Payment on the Contract price subject to a maximum amount and form, as stated in the SCC , upon submission of advance payment security of equivalent amount by the Supplier.
		18.6	The Advance Payment request shall be accompanied by an Advance Payment Security (Bank Guarantee) in the form provided in section for security forms. For the purpose of receiving the Advance Payment, the Supplier shall make an estimate of, and include in its tender, the expenses that will be incurred in order to commence delivery of the textbooks and reading materials.
		18.7	All payments shall be made in the currency or currencies specified in the SCC pursuant to Clause 18.4
19.	Prices	19.1	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.
		19.2	Prices charged by the Supplier for textbooks and reading materials delivered and Related services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for tender validity extension, as the case may be.

20.	Change Orders	20.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21 , make changes within the general scope of the Contract in any one or more of the following:
			a) Drawings, designs, or specifications, where Textbooks and reading materials 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 Related Services to be provided by the Supplier.
		20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
		20.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
21.	Contract Amendments	21.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22.	Assignment	22.1	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.

23.	Subcontracts	23.1	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.
		23.2	Subcontracts must comply with the provision of GCC Clause 5 .
24.	Delays in the Supplier's Performance	24.1	Delivery of the textbooks and reading materials shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
		24.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the textbooks and reading materials, 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.
		24.3	Except as provided under GCC Clause 27 , 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 25 , unless an extension of time is agreed upon pursuant to Clause 24.2 without the application of liquidated damages.

25.	Liquidated Damages	25.1	Subject to GCC Clause 27 , if the Supplier fails to deliver any or all of the textbooks and reading materials or to perform any related services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed textbooks and reading materials or unperformed related services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26 .	
26.	Termination for Default	26.1	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.	
		26.2	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 textbooks and reading materials within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24 ; 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 textbooks and reading materials 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, collusive or obstructive practices in competing for or in exacting the Contract.
			For the purpose of this clause:
			<p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>

		26.4	In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 26.1 , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, textbooks and reading materials similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar textbooks and reading materials. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27.	Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 24, 25, and 26 , the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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.
		27.2	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.
28.	Termination for Insolvency	28.1	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.

29.	Termination for Convenience	29.1	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.
		29.2	The textbooks and reading materials 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 textbooks and reading materials, 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 textbooks and reading materials and for materials and parts previously procured by the Supplier.
30.	Settlement of Disputes	30.1	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.
		30.2	If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier shall refer the dispute in writing or in electronic forms that provide record of the content of communication to the adjudicator with a copy to the other party.
		30.3	The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.

		30.4	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision will be final and binding.
		30.5	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within fourteen (14) days of receipt of such request.
		30.6	Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given, in accordance with this Clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the textbook and reading materials under the Contract.
		30.7	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		30.8	Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
31.	Limitation of Liability	31.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

			a)	The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest 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..
32.	Notices	32.1		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 specified in SCC .
		32.2		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
33.	Taxes and Duties	33.1		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.
		33.2		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.
34	Suspension of Financing	34.1		A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted textbooks and reading materials to the Purchaser.

		<p>In the event that the source of financing is suspended to the PE, from which part of the payments to the Supplier are being made:</p> <p>(a) The PE is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice.</p> <p>(b) If the Supplier has not received sums due it within the 28 days for payment provided for in GCC Sub-Clause 18.1, the Supplier may immediately issue a 14-day termination notice.</p>
--	--	---

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	
GCC 1.1	The Purchaser is: <i>[insert: name of PE]</i> .
GCC 1.1(j)	The Supplier is: <i>[insert: name of supplier]</i>
GCC 1.1(k)	The Project Site is/are: : <i>[insert, if applicable: identity of Site, street address and city, or insert: "as specified in the Schedule of Requirements"]</i>
GCC 1.1 (m)	End user: <i>[insert, if applicable: the organization(s) stated in the Schedule of Requirements, where the Textbooks& reading materials will be used]</i> .
2. Governing Language (GCC Clause 3)	
GCC 3.1 & 3.2	The Governing Language shall be: <i>[insert language]</i>
3. Applicable Law (GCC Clause 4)	
GCC 4.1	The Applicable Law shall be: Laws of the: <i>[insert country]</i> .
4. Country of Origin (GCC Clause 5)	
GCC 5.1	All textbooks & reading materials and services supplied under the Contract shall not have their origin in: <i>[State all countries that are ineligible for this contract]</i>
5. Performance Security (GCC Clause 9)	
GCC 9.1	Performance Security shall be <i>[Specify the amount of Performance Security]</i> <i>[Performance security is normally between 10 percent and 20 percent of the Contract Price]</i>
GCC 9.3 (a)	Format of Performance Security shall be <i>[insert format]</i> <i>[normally a bank guarantee, insurance bond or banker's certified cheque]</i>

GCC 9.4	After delivery and acceptance of the Textbooks and Reading Materials, 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. <i>[Insert: any additional requirement related to the discharge of the performance security]</i>
6. Inspections and Tests (GCC Clause 10)	
GCC 10.1	<p>Inspection and tests prior to shipment of Textbooks and Reading Materials and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Textbooks and Reading Materials 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 Purchaser in order to ensure that the Textbooks and Reading Materials are manufactured in compliance with the contract.</p>
7. Packing (GCC Clause 11)	
GCC 11.2	The Textbooks and Reading Materials shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.
8. Delivery and Documents (GCC Clause 12)	
12.1 & 12.3	<p>For Textbooks and Reading Materials supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by electronic mail the full details of the shipment, including Contract number, description of Textbooks and Reading Materials, 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 Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) One original plus four copies of the Supplier's invoice showing Textbooks and Reading Materials' description, quantity, unit price, and total amount; (ii) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four

	<p>copies of nonnegotiable bill of lading;</p> <p>(iii.) One original plus four copies of the packing list identifying contents of each package;</p> <p>(iv.) insurance certificate;</p> <p>(v.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vi.) 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 Purchaser at least one week before arrival of the Textbooks and Reading Materials 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 INCOTERMS retained.]</i></p> <p>For Textbooks and Reading Materials from within the United Republic of Tanzania:</p> <p>Upon delivery of the Textbooks and Reading Materials to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Textbooks and Reading Materials' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>The above documents shall be received by the Purchaser before arrival of the Textbooks and Reading Materials and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>9. Insurance (GCC Clause 13)</p>	
GCC 13.1	The Insurance shall be in an amount equal to 110 percent of the CIF

	or CIP value of the Textbooks and Reading Materials from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
10. Incidental Services (GCC Clause 15)	
GCC 15.1	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>
11. Warranty (GCC Clause 17)	
17.2	<p>GCC 17.2 – In partial modification of the provisions, the warranty period shall be <i>[insert number of hours]</i> hours of operation or <i>[insert number of months]</i> months from date of acceptance of the Textbooks and Reading Materials or <i>[insert number of months]</i> 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 textbooks and reading materials 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 GCC 10.1,</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Purchaser 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 textbooks and reading materials value up to the sum equivalent to the amount often percent of the contract value.</p>
GCC 17.4 & 17.5	The period for correction of defects in the warranty period is: <i>(insert period)</i>

12. Payment (GCC Clause 18)

GCC 18.1 &	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Textbooks and Reading Materials supplied from abroad:</p>
GCC 18.4 & 18.7	<p>Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:</p>
GCC 18.5	<p>(i) Advance Payment: <i>[insert percentage]</i> 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 textbooks and reading materials are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: <i>[insert percentage]</i> percent of the Contract price of the textbooks and reading materials shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a Bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: <i>[insert percentage]</i> percent of the Contract Price of textbooks and reading materials received shall be paid within thirty (30) days of receipt of the textbooks and reading materials upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>
GCC 18.4 & 18.7	<p>Payment of local currency portion shall be made in <i>[insert currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the textbooks and reading materials have been delivered and that all other contracted Services have been performed.</p>
	<p>Payment for Textbooks and Reading Materials supplied from within the United Republic of Tanzania:</p> <p>Payment for textbooks and reading materials supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p>

GCC 18.5	<p>(i) Advance Payment: <i>[insert percentage]</i> 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 Purchaser.</p> <p>(ii) On Delivery: <i>[insert percentage]</i> Percent of the Contract price shall be paid on receipt of the textbooks and reading materials and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: The remaining <i>[insert percentage]</i> percent of the Contract price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 18.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> .
13. Prices (GCC Clause 19)	
GCC 19.1 & 19.2	<p>Prices shall be fixed and firm for the duration of the Contract.</p> <p>Or</p> <p><i>[if the price adjustment shall apply delete the above and specify the adjustment as it shall apply]</i></p>
14. Liquidated Damages (GCC Clause 25)	
GCC 25.1	<p><i>For liquidated damages specify: [Applicable rate between 0.1 percent and 0.2 percent per day of the value of "undelivered textbooks & reading materials]</i></p> <p>Maximum deduction: is equal to the performance security.</p>
15. Settlement of Disputes (GCC Clause 30)	
GCC 30.3	The Adjudicator shall be <i>[insert: name of the Adjudicator]</i>
GCC 30.4	<p>Rate of the Adjudicator fees shall be <i>[insert: rate]</i></p> <p>Types of reimbursable expenses shall be <i>[insert types]</i></p>
30.5	Appointing Authority for the Adjudicator <i>[insert: Authority]</i>

30.7	<p>Arbitration institution shall be [<i>insert: institution</i>]</p> <p>Place for carrying out Arbitration [<i>insert: full address of the place/location</i>]</p> <p>The dispute resolution mechanism to be applied shall be as follows:-</p> <p>a. Contracts with foreign supplier:</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>b. Contracts with supplier, a national of the United Republic of Tanzania:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the United Republic of Tanzania, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania</p>
16. Notices (GCC Clause 32)	
GCC 32.1	<p>– Purchaser’s address for notice purposes: [<i>insert: the Purchaser’s address for notice purposes</i>]</p> <p>– Supplier’s address for notice purposes: [<i>insert: the Supplier’s address for notice purposes</i>]</p>

SECTION VI: SCHEDULE OF REQUIREMENTS

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3.	List of Related Services and Completion Schedule	3

Schedule of Requirements

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

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

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

2. Schedule of Delivery

Item number	Brief description	Quantity	Delivery schedule (shipment) in weeks/months from <i>[insert date of delivery]</i>

SECTION VII: TECHNICAL SPECIFICATIONS

SECTION VIII: TENDER FORMS

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Tender Submission Form

Date: *[insert date of tender]*
IFT: *[insert IFT number]*
[Insert: Name of Contract]

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

Dear Sir or Madam:

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

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

The discounts offered and the methodology for their application is:

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

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

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

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

We undertake, if our Tender is accepted, to deliver the said textbooks and reading materials in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

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

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

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

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

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

Name: _____

Signature: _____

Date: _____

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

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

STARNDARD 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 Noofday of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

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

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

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

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

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

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

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

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

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

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

Tenderer Information Form

Tender]

Date: [insert date of

IFT: [insert IFT number]

[Insert: Name of Contract]

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Articles of Incorporation or Registration of firm named in 1, above.▪ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 3.1.▪ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.8

Party to JV Information Sheet

Tender]

Date: [insert date of

IFT: [insert IFT number]

[Insert: Name of Contract]

1. Tenderer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Articles of Incorporation or Registration of firm named in 1, above.▪ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.8.

. Price Schedules for Textbooks and Reading Materials, to be imported

Name of Tenderer IFT Number Page of

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

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule: Textbooks and Reading Materials Manufactured Outside United Republic of Tanzania, already imported

Group C

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

Total Tender Price	
-------------------------------	--

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule for Textbooks and Reading Materials Manufactured from within the United Republic of Tanzania

Name of Tenderer IFT Number Page of

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule for Development and First Printing of New Titles & Reprints*

<p>The total cost of the development and first printing of a new title is $A + B + (C \times S)$</p> <p>The broken down costs of development and printing of a new title are required for both Single Book Option (SBO) and Multiple Book Option (MBO). In the case of SBO, the cost elements will be used to calculate the unit price of a reprint. In the case of a MBO, the cost elements will be used to: (i) evaluate the Tenders, (ii) calculate the unit price of the definitive print quantity (the contract value) and (iii) calculate the unit price of a reprint.</p>					
A	B	C	S	Unit price of a first print run	Unit Price of a Reprint*
<p>First fixed cost Expenditures incurred in arriving at the point where a title is in final film, camera-ready copy or electronic media form</p>	<p>Second fixed cost Cost of plate-making and making ready printing and binding machinery prior to the production of the first finished copy in a production run</p>	<p>Variable cost Cost for producing a single copy once B is completed (including shipment to the final destination)</p>	<p>The number of copies in the first print run</p>	<p>$A + B + (C \times S)$</p>	<p>$B + (C \times S_1)$ (S_1 = number of copies in reprint run)</p>

* Reprint formula will only be applicable when the contract scope includes a provision for reprint

Name of Tenderer _____ Signature of Tenderer _____ Date _____

[insert name of the Procuring Entity]

[insert logo]

Letter of Acceptance

[insert date]

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

This is to notify you that your Tender dated *[insert date]* for the supply of the textbooks and reading materials and related services as described in the Tendering Documents hereafter referred to as *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[insert amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby instructed to precede with the execution of the said Contract for the Supply of Textbooks and Reading Materials in accordance with the Contract documents.

Please return the attached Contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Purchaser:

Attachment: Contract:

Copy: Appointing Authority, PPRA, TAU, CAG & Attorney General.

Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

**SIGNED FOR AND ON BEHALF
OF THE PURCHASER:**

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

In the presence of

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

ON BEHALF OF THE SUPPLIER:

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

In the presence of

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

SECTION IX: SECURITY FORMS

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Tender Security Form

Date: [insert: *date*]

IFT: [insert: *name and number of IFT*]

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

WHEREAS [insert: *name of Tenderer*] (hereinafter called "the Tenderer") has submitted its Tender dated [insert: *date of submission of Tender*] for the supply of [insert: *name and/or description of the Textbooks and Reading Materials*] (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE [insert *name of bank*] of [insert: *address of bank*] (hereinafter called "the Bank") are bound unto [insert *name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of: [insert *amount in words, figure and currency*], for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert *date*] day of [insert *month*], [insert *year*].

THE CONDITIONS of this obligation are the following:

1. If, after the Tender submission deadline, the Tenderer
 - (a) withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or
 - (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount

claimed by it is due it, owing to the occurrence of any one of the two above-named conditions, and specifying the occurred condition or conditions.

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

For and on behalf of the Bank

Name: _____

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

Signature: _____

Date: _____

[Common seal of the Bank]

Tender-Securing Declaration

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

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

IFT No.: *[insert **IFT number**]*

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Performance Security Form

(Unconditional)

Date: [insert date]

IFT: [insert IFT name and number]

Contract: [insert Contract name and number]

To: [insert: name and address of Purchaser]

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bank Guarantee Form for Advance Payment

Date: *[insert: date]*

IFT: *[insert: IFT name and number]*

Contract: *[insert Contract name and number]*

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

Dear Sir or Madam

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 18 of the General Conditions of Contract to provide for advance payment, *[insert name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Buarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[insert amount of guarantee in figures, words and currency]*.

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

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

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

For and on behalf of the bank

Signed:

Name: _____

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

Date:

[Common seal of the Bank]

Copyright Authorization

[See Sub-Clause 4.6 of the Instructions to Tenderers]

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

WHEREAS *[insert: name of the copyright owner]* who is the copyright owner of the following textbook(s) and reading materials: *[insert: name and/or description of the textbook(s) and reading materials requiring this authorization]* (hereinafter, "Textbooks and Reading Materials") having office at *[insert: address of Publishing Company/individual]* do hereby authorize *[insert: name and address of Tenderer]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[Insert: title and reference number of the Invitation for Tenders]* for the above textbooks copyrighted by us.

We shall indemnify and hold harmless the Purchaser and its employees and officers against all third party claims for infringement of copyright arising from the use of the above textbook(s) or any part thereof in the Purchaser's country.

(signature for and on behalf of Copyright Owner)

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

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: _____