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Public Procurement Regulatory Authority  
P.O. Box 49,  
Dar es Salaam.

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Procurement of Common Use Items and Services using Framework Agreements under public financed contracts is carried out in accordance with policies and procedures laid down in the Public Procurement Act No. 21 of 2004 (hereinafter called PPA 2004) and the Public Procurement (Goods, Works, Non-consultancy Services and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97 and the Local Government Authorities’ Tender Boards (Establishment and Proceedings) Regulations, Regulations 2007, (hereinafter called Procurement Regulations).

The Standard Bidding Document has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by the Government Procurement Service Agency [GPSA] in the procurement of Common Use Items and Services using Framework Agreements.

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in public contracts that are financed in whole or in part by public funds in accordance with the provisions of the Public Procurement Act No. 21 of 2004 and the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations 2005 and the Local Government Authorities’ Tender Boards (Establishment and Proceedings) Regulations, Regulations 2006

To obtain further information on procurement under public - financed projects/contracts contact:

Link to Website: <http://www.ppra.go.tz>



Government Procurement Services Agency [GPSA]

[Insert Logo]

For

[Insert title or brief description of the Supplies and Services]

Invitation for Bids

Date: .....

1. This Invitation for Bids follows the General Procurement Notice for these services 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 Procuring Entities 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 Framework Agreements for the [insert the name of the framework agreements].
3. The Government Procurement Services Agency [GPSA] now invites sealed bids from eligible Suppliers of [insert brief description of the supplies and/or services to be procured].
4. Bidder may quote for one or more item(s) and for one or more location(s) as indicated in the Schedule of Requirements and Schedule of Locations respectively. Evaluation and award of Framework Agreements will be on item and location basis.
5. Bidding will be conducted through the [insert method of procurement] procedures specified in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97 and is open to all Bidders as defined in the Regulations.
6. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of the [Insert the physical and postal address of the Tender Board Secretary of the Procuring Entity] from [start and end of working hours] on Mondays to Fridays inclusive except on public holidays.
7. A complete set of Bidding Document(s) in [insert language of the bid documents] and additional set may be purchased by interested Bidders on the submission of a written application to the address given under paragraph 6 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 Chief Executive Officer, Government Procurement Services Agency, P.O. Box 9150, Dar es Salaam.

8. All bids must be accompanied by a bid securing declaration in the format provided in the bidding documents.
9. All bids in one original plus *[insert the number of copies required]*, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical and postal address of the Tender Board Secretary of GPSA]* at or before *[insert time and date]*. Bids will be opened promptly thereafter in public and in the presence of Bidders' representatives who choose to attend in the opening at the *[insert the physical address of the place for bid opening]*.
10. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not read out in public at the bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances

Chief Executive Officer,  
Government Procurement Services Agency [GPSA]  
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- 1.1 The Government Procurement Services Agency [GPSA] invites bids for the provision of Supplies and Related Services as specified in the \_\_\_\_\_ and Section VII, Technical Specifications. Bids are invited for under a Framework Agreement arrangement.
- 1.2 The successful Bidders will be expected to supply the supplies and services during the required period specified in the \_\_\_\_\_.
- 2.1 The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entities [PEs] during the Financial Year indicated in the \_\_\_\_\_. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the Framework Agreement [FA] for the supply of related goods and or services.
- 2.2 Payments will be made directly by PEs for each call-off order and will be subject in all respects to the Call-off Order terms and conditions of the resulting FA placed by PEs.
- 3.1 A bidder may be a natural person, private entity, and government-owned entity, subject to ITB Sub-Clause 3.4, 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, unless otherwise specified in the \_\_\_\_\_, all parties shall be jointly and severally liable.
- 3.2 The invitation for bids is open to all suppliers as defined in the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005 except as provided hereinafter.
- 3.3 National Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign bidders are exempted from this requirement but where selected as having submitted the most advantageous unit price(s) for item(s) the successful Bidder shall register with the \_\_\_\_\_.

appropriate statutory body and shall be required to submit evidence of registration as an approved supplier in Tanzania before signing the FA.

3.4 A bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by GPSA to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Bids; or
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this bid; or
- 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 bid of another Bidder, or influence the decisions of GPSA regarding this bidding process; or
- f) submit more than one bid in this bidding process, However, this does not limit the participation of subcontractors in more than one bid, or as bidders and subcontractors simultaneously; or
- g) participated as a consultant in the preparation of the design or technical specifications of the supplies and services and related services that are the subject of the bid.

3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices

issued by the Government of the United Republic of Tanzania in accordance with ITB Sub-Clause 39.1

- 3.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous, operate under commercial law, they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
- 3.7 Bidders shall provide such evidence of their continued eligibility satisfactory to GPSA, as GPSA shall reasonably request.
- 4.1 All Supplies and Related Services to be supplied under the FA shall have as their country of origin an eligible country in accordance with the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005. For purposes of this Bid, ineligible countries are stated in the
- 4.2 For purposes of this Clause, the term "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
- 4.3 The term "country of origin" means the country where the Supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
- 4.4 The nationality of the firm that produces, assembles, distributes, or sells the Supplies shall not determine their origin.
- 4.5 If so required in the , the Bidder shall

demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the United Republic of Tanzania, the Supplies indicated in its Bid.

4.6 To establish the eligibility of the Supplies and Related Services, Bidders shall fill the country of origin declarations in the Price Schedule included in the Forms of Bid.

5.1 A firm shall submit only one bid, in the same bidding process, either individually as a Bidder or as a partner in a joint venture.

5.2 No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process.

5.3 A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid but only in that capacity.

5.4 A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the bids in which the Bidder has participated to be disqualified.

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process except as provided for under Section 82(4) (f) of the Public Procurement Act. No. 21 of 2004 and Regulation 114 of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005 - Government Notice No. 97 of 15<sup>th</sup> April, 2005.

7.1 Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB sub-Clause 9.2 include:

Section II: Instructions to Bidders (ITB)

Section III: Bid Data Sheet (TDS)

Section IV: General Conditions of the Call-off Order [GCCO]

Section V: Special Conditions of the Call-off Order (SCCO)

Section VI: Schedule of Requirements

Section VII: Technical Specifications

Section VIII: Forms - Bid

Form of Bid

Price Schedule for Supplies and Related Services

Form of Qualification Information

Section IX Forms- Security

Bid Securing Declaration

Letter of Acceptance

Framework Agreement Form

Performance Security Form

Bank Guarantee for Advance Payment Form

Manufacturer's Authorization Form

Section X Undertaking By Bidder On Anti - Bribery Policy / Code Of Conduct and Compliance Programme

7.2 The number of copies to be completed and returned with the Bid is specified in the

7.3 The "Invitation for Bids" (Section I) issued by GPSA does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in Sub-Clause 7.1 above, the said Bidding Documents will take precedence.

7.4 GPSA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the GPSA.

7.5 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify GPSA in writing or electronic mail, telex or facsimile at the GPSA's address indicated in the

prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1.

- 8.2 GPSA will within the period stated in the  
 , respond in writing to any request for clarification provided that such request is received no later than the period indicated in the  
 prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1.
- 8.3 Copies of the GPSA's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 8.4 Should GPSA deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.
- 9.1 Before the deadline for submission of Bids, GPSA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by issuing addenda.
- 9.2 Any addendum issued shall be part of the bid documents pursuant to sub-Clause 7.1 and shall be communicated in writing or electronic mail, telex or facsimile to all who have obtained the bidding documents directly from GPSA. Prospective bidders shall acknowledge receipt of each addendum by in writing or electronic mail, telex or facsimile to GPSA.
- 9.3 In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, GPSA, at its discretion, may extend the deadline for the submission of bids, pursuant to ITB sub-Clause 22.2.
- 10.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GPSA, shall be written in the language specified in the  
 . Supporting documents and printed literature furnished by the bidders may be in another language provided they are accompanied

by an accurate translation of the relevant passages in the language specified in the , in which case, for purposes of interpretation of the bid, the translation shall govern.

11.1 The bid prepared by the bidder shall constitute the following components:

- a) Form of Bid and a Price Schedule completed in accordance with ITB Clauses 14 and 15;
- b) Documentary evidence established in accordance with ITB Clause 13 that the bidder is eligible to Bid and is qualified to perform the FA if its bid is accepted;
- c) Documentary evidence established in accordance with ITB sub-Clause 13.3(a) that the bid has been authorized by the manufacturer to supply the related goods and or services into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those related goods and or services.
- d) Documentary evidence established in accordance with ITB Clause 12 that the supplies and ancillary services to be supplied by the bidder are eligible and services and conform to the bidding documents;
- e) Bid Securing Declaration furnished in accordance with ITB Clause 18;
- f) Written Power of Attorney authorizing the signatory of the Bid to commit the bidder, in accordance with ITB sub-Clause 20.2;
- g) Any other document required in the

12.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding documents of all supplies and/or related services which the Bidder proposes to supply under the FA.

- 12.2 The documentary evidence of the eligibility of the supplies and related services shall consist of a statement in the Price Schedule of the country of origin of the supplies and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the supplies and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristics of the supplies;
  - b) an item-by-item commentary on the GPSA's Technical Specifications demonstrating substantial responsiveness of the supplies and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
  - c) any other procurement specific documentation requirement as stated in the .
- 12.4 For purposes of the commentary to be furnished pursuant to sub-Clause 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the GPSA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 12.5 The required documents and other accompanying documents must be typewritten in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
- 13.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its Bid, documents establishing the bidder's eligibility to Bid and its qualifications

to perform the contract if its bid is accepted.

- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the GPSA's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the GPSA's satisfaction:
- a) that, in the case of a Bidder offering to supply items under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the supplies' Manufacturer or producer to supply the related goods and or services in the United Republic of Tanzania;
  - b) the bidder has the financial, technical, and production capability necessary to perform the FA, meets the qualification criteria specified in the                      and has a successful performance history in accordance with criteria specified in the                      If a pre-qualification process has been undertaken for the FA, the Bidder shall, as part of its bid, update any information submitted with its pre-qualification;
  - c) That the bidder meets the qualification criteria listed in the
- 13.4 When bidding for more than one FA under the slice and package arrangements, the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-
- a) average annual turnover;
  - b) particular experience including key production rates;
  - c) financial means, etc;
  - d) personnel capabilities; and
  - e) equipment capabilities.

In case the bidder fails to fully meet any of these criteria, it may be qualified only for those slices for which the bidder meets the above requirement.

- 14.1 The bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
- 15.1 The unit price(s) and discount(s) quoted by the bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below.
- 15.2 A bidder may quote for one or more item(s) and for one or more location(s) as indicated in the Schedule of Requirements and Schedule of Locations.
- 15.3 The bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
- 15.4 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce, as specified in the .
- 15.5 Unit price(s) quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This dis-aggregation shall be solely for the purpose of facilitating the comparison of bid by GPSA. This shall not in any way limit the GPSA's right to award FA on any of the terms offered:
  - a) for Supplies;
    - i) the unit price of the Supplies, quoted CIP or other Incoterm as specified in the ;
    - ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and
    - iii) the total price for the item.

- b) for Related Services;
  - i) the unit price of the Related Services;
  - ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and
  - iii) the total price for the item.

15.6 Unit price(s) quoted by the Bidder shall be fixed during the bidder's performance of the FA and not subject to variation on any account, unless otherwise specified in the . A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 28. However, if in accordance with the , unit price(s) quoted by the bidder shall be subject to adjustment during the performance of the FA, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

16.1 Unit price(s) shall be quoted in the following currencies:

- a) For goods and services that the Bidder will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the
- b) For goods and related services that the Bidder will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the unit price(s) shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its unit price accordingly but use no more than three foreign currencies.

16.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the proportions mentioned in sub-Clause.16.1 above shall be the selling rates for similar transactions established by the authority specified in the prevailing on the date 28 days prior to the latest deadline for submission of bids. These

exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of sub-Clause 30.1 shall apply. In any case, payments will be computed using the rates quoted in the bid.

16.3 Bidders shall indicate details of their expected foreign currency requirements in the bid.

16.4 Bidders may be required by GPSA to clarify their foreign currency requirements and to substantiate that they are reasonable and responsive to sub-Clause 16.1.

17.1 Bids shall remain valid for the period specified in the \_\_\_\_\_ after the date of the bid submission deadline prescribed by the GPSA pursuant to ITB Clause 22. A bid valid for a shorter period shall be rejected by the GPSA as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail, telex or facsimile. A bidder may refuse the request without forfeiting its causing to be executed its Bid Securing Declaration. . A Bidder agreeing the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Securing Declaration for the period of the extension, and in compliance with ITB 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 unit price(s) will be increased by a factor specified in the request for extension. The bid evaluation shall be based on the unit price without taking into consideration on the above correction.

8.

18.1 Pursuant to ITB Clause 11, Bid Securing Declaration will be as specified in the

18.2 The Bid Securing Declaration is required to protect GPSA against the risk of bidder's conduct which

would warrant the declaration's execution, pursuant to sub-Clause 18.8.

- 18.3 The Bid Securing Declaration shall be in accordance with the Bid Securing Declaration included in Section IX
- 18.4 The Bid Securing Declaration shall be executed promptly in case any of the conditions listed in sub-Clause 18.8 are invoked.
- 18.5 Any bid not accompanied by a Bid Securing Declaration in accordance with sub-Clauses 18.1 shall be rejected by GPSA as non-responsive, pursuant to ITB Clause 28.
- 18.6 Unsuccessful Bidders' Bid Securing Declaration will cease not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the GPSA pursuant to ITB Clause 17.
- 18.7 The successful bidder's Bid Securing Declaration will cease upon the Bidder signing the FA, pursuant to ITB Clause 38.
- 18.8 The Bid Securing Declaration executed:
  - a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form except as provided for in sub-clause 17.2; or
  - b) in the case of a successful bidder, if the bidder fails to sign the FA in accordance with ITB Clause 38;
- 18.9 The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the bid.
- 18.10 A bidder shall be suspended from being eligible for bidding in any FA with GPSA for the period of time indicated in the Bid Securing Declaration:
  - (a) if the bidder withdraws its bid, except as provided in sub-Clauses 17.2;
  - (b) in the case of a successful bidder, if the bidder fails within the specified time

limit to sign the contract.

- 19.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the . If so allowed, sub-Clause 19.2 shall prevail.
- 19.2 If so allowed in the , Bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by GPSA, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the evaluated bidder offering the most economical advantageous unit price(s) for item(s) conforming to the basic technical requirements shall be considered by GPSA.
- 20.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the bidder shall submit copies of the bid, in the number specified in the and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

- 21.1 The bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes shall:
- a) be addressed to GPSA at the address given in the ; and
  - b) bear the FA name indicated in the , the Invitation for Bids (IFB) title and number indicated in the , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the , pursuant to sub-Clause 22.1.
- 21.3 In addition to the Sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 23 and for matching purpose under ITB Clause 24.
- 21.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, GPSA will assume no responsibility for the misplacement or premature opening of the bid.
- 21.5 In addition to the identification required in sub-Clause 22.2, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 23, and for matching purposes under Clause 24.
- 21.6 If the outer envelope discloses the Bidder's identity, the GPSA will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid
- 22.1 Bids shall be received by GPSA at the address specified under sub-Clause 21.2 and no later than the date and time indicated in the .

- 22.2 GPSA may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of GPSA and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
- 22.3 The extension of the deadline for submission of Bids shall not be made later than the period specified in the before the expiry of the original deadline.
- 23.1 GPSA shall not consider for evaluation any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22.
- 24.2 Any bid received by GPSA after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.
- 24.1 A bidder may modify, substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, substitution or withdrawal notice of the bid, is received by GPSA prior to the deadline for submission of bids.
- 24.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with outer and inner envelopes additionally marked "MODIFICATION, SUBSTITUTION OR WITHDRAWAL". The notice may also be sent by electronic mail, telex or facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 24.3 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.
- 24.4 Bidders may only offer discounts to or otherwise modify the prices of their bids by substituting Bid modifications in accordance with this Clause or included in the original bid submission.

- 24.5 No bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a bid during this interval may result in the Bidder's execution of Bid Securing Declaration pursuant to the sub-Clause 18.8
- 25.1 GPSA will open all bids including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 24, in public in the presence of bidders' representatives who choose to attend and other parties with legitimate interest in the bid proceedings, at the place, on the date, and at the time specified in the . The bidders' representatives present shall sign a register as proof of their attendance.
- 25.2 Envelopes marked "WITHDRAWAL " shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 24 shall not be opened but returned to the Bidder. 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 bidder, the corresponding bid 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 bidders' names, the unit price(s), and of any alternative bid (if alternatives have been requested or permitted), any discounts, , the presence or absence of bid securing declaration pursuant to ITB Clause 18.5 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 Bids or modifications that are not opened and not read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a bidder which is not read out at bid opening shall not be considered further.

- 25.5 Bidders are advised to send in a representative with the knowledge of the content of the bid 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 bidder's representative shall indemnify GPSA against any claim or failure to read out the correct information contained in the bidders bid
- 25.6 No bid will be rejected at bid opening except for late bids which will be returned unopened to the bidder, pursuant to ITB Clause 23.
- 25.7 The Secretary of the Tender Board shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the unit price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid Securing Declaration.
- 25.8 The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder'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 bidders.
- 25.9 A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
- 26.1 Information relating to the examination, evaluation, comparison, bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- 26.2 Any effort by a bidder to influence GPSA processing of bids or award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB sub-Clause 26.2, from the time of bid opening to the time of FA award, if any bidder wishes to contact GPSA on any matter related to the bidding process, it should do so in writing.
- 27.1 To assist in the examination, evaluation, and

comparison of bids and post-qualification of bidders, GPSA may, at its discretion, ask any Bidder for clarification of its bid, including breakdowns of prices. Any clarification submitted by a Bidder that is not in response to a request by GPSA shall not be considered.

27.2 The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted.

27.3 From the time of bid opening to the time of contract award if any bidder wishes to contact GPSA on any matter related to the bid it should do so in writing.

28.1 Prior to the detailed evaluation of bids, GPSA will determine whether each bid

- (a) meets the eligibility criteria defined in ITB Clause 3 and 4;
- (b) has been properly signed;
- (c) is accompanied by the required security; and
- (d) is substantially responsive to the requirements of the bidding documents.

GPSA's determination of a bid's responsiveness will be based on the contents of the bid itself.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or delivery of related goods and or services;
- b) limits in any substantial way, inconsistent with the bidding documents, the GPSA's rights or the bidder's obligations under the FA; or
- c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

28.3 GPSA will confirm that the documents and information specified under ITB Clause 11, 12 and 13 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to

bidders, the bid shall be rejected.

- 28.4 GPSA may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 28.5 If a Bid is not substantially responsive, it will be rejected by the GPSA and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 29.1 GPSA shall examine the bid to confirm that all Terms and Conditions of Call-off Order and the Special Terms and Conditions of Call-off Order have been accepted by the bidder without any material deviation or reservation.
- 29.2 GPSA shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 12 and ITB Clause 13, to confirm that all requirements specified in Section VI – Schedule of Requirements of the bidding documents and Section VII – Technical Specifications have been met without material deviation or reservation.
- 29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.
- 30.1 To facilitate evaluation and comparison, GPSA will convert all bid prices expressed in the various currencies in which they are payable to either:
  - a) in Tanzania Shilling at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania.
  - or
  - b) in a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania for the amount payable in Tanzania Shillings.

- 30.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the
- 31.1 GPSA shall evaluate and compare only the bids determined to be substantially responsive, pursuant to ITB Clauses 28 and 29.
- 31.2 To financially evaluate a bid, GPSA shall only use the criteria and methodologies defined in this Clause. No other criteria or methodology shall be permitted.
- 31.3 GPSA's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 31.4 To financially compare bids, GPSA shall:
- a) apply any unconditional discounts offered in accordance with ITB Sub-Clause 15.1;
  - c) convert all bids to a single currency in accordance with ITB Clause 30;
  - e) determine the evaluated unit price of each item.
- 32.1 The bids with the most economical advantageous unit price(s) for item(s) from among those which are eligible, compliant and substantially responsive shall be tenders offering unit price(s) for item(s) which is/are within the range of prices established by GPSA.
- 33.1 If specified in the post-qualification shall be undertaken.
- 33.2 GPSA will determine to its satisfaction whether the bidders that are selected as having submitted the most economical advantageous unit price(s) for item(s) and within the range established by GPSA are qualified to perform the FA satisfactorily, in

accordance with the criteria listed in sub-Clause 13.3.

33.3 The determination will evaluate the bidder's financial, technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 13, as well as other information GPSA deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the Bidders' qualifications.

33.4 An affirmative post-qualification determination will be a prerequisite for award of the FAs to the bidders whose unit price(s) for item(s) is/are within GPSA range. A negative determination will result in rejection of the bidder's bid

34.1 Subject to ITB Clause 33 and 35, the GPSA will award the FA to the bidders whose bid have been determined to be substantially responsive to the bidding documents and who have offered most economical advantageous unit price(s) for item(s) and within the range established by GPSA, provided that such bidders have been determined to (a) have supplies that are eligible pursuant to ITB Clause 3 and (b) be eligible in accordance with the provisions of ITB Clause 4, and (c) is determined to be qualified to perform the FA satisfactorily (d) successful negotiations have been concluded, if any.

35.1 Negotiations may be undertaken with the bidders who have offered most economical advantageous unit price(s) for item(s) and within the range established by GPSA relating to the following areas:

- (a) a minor alteration to the technical details of the specifications;
- (b) a minor amendment to the Terms and Conditions of Call-off Order and Special Terms and Conditions of Call-off Order;
- (c) delivery arrangements;
- (d) the methodology; or

(e) clarifying details that were not apparent or could not be finalized at the time of bidding.

- 36.1 Notwithstanding award criteria pursuant to ITB Clause 34, GPSA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of FA, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the GPSA's action.
- 36.2 Notice of the rejection of all bids shall be given promptly to all suppliers that have submitted bids.
- 36.3 GPSA shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.
- 37.1 The bidders whose bid have been accepted will be notified of the award of FAs by the GPSA prior to expiration of the bid validity period by cable, telex, or facsimile confirmed by registered letter.
- 37.2 The notification of award of FAs will constitute the formation of the FA which is not binding. The contract will be formed when the PEs issue the Call-off Order to the Supplier offering most economical advantageous offer to PE.
- 37.3 After signing FAs, GPSA will promptly notify unsuccessful Bidder, the name of the successful bidders and the unit price(s) for item(s) and will cease execution of Bid Securing Declaration of the both the bidder pursuant to ITB Clause 18.6.
- 37.4 If, after notification of FAs award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Secretary of the appropriate tender board. The Secretary will promptly respond in writing to the unsuccessful bidder citing grounds for rejection of its bid without disclosing information about other bidders.
- 38.1 Promptly after notification, GPSA shall send the successful bidders the FA Form, incorporating all agreements between the parties.

38.2 Within twenty eight (28) days of receipt of the FA Form, the successful Bidder shall sign and date the Contract and return it to the GPSA.

39.1 The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.

a) defines, for the purpose of this provision, the terms set forth below as follows:-

i) " " means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution; and

ii) " " means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Government of the benefit of free and open competition:

b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;

c) In pursuit of the policy defined in sub-Clause 39.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the procuring entity or approving authority having taken timely and appropriate action

satisfactory to the Government of the United Republic of Tanzania to remedy the situation

- d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract

39.2 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 or fraudulent practice, 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.

39.3 Any communications between a Bidder and GPSA related to matters of alleged fraud or corruption must be made in writing.

40.1 A bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a GPSA or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

41.1 The bidder 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.

42.1 Any application for administrative review shall be submitted in writing to the head of GPSA and a copy given to the Public Procurement Regulatory Authority at the address shown in the

42.2 The application for administrative review shall include:

- a) details of the procurement or disposal requirements to which the complaint relates;

- b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;
- c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;
- d) documentary or other evidence supporting the complaint where available;
- e) Remedies sought; and
- f) any other information relevant to the complaint.

42.3 The head of GPSA or of the approving authority shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.

43.1 The head of GPSA shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

- a) whether the application is upheld in whole, in part or rejected;
- b) the reasons for the decision; and
- c) any corrective measures to be taken;

43.2 Where the head of GPSA does not issue a decision within the time specified in 43.1, the bidder submitting the complaint or dispute or GPSA shall be entitled immediately thereafter to institute proceedings under ITB Clause 44.1 and upon instituting such proceedings, the competence of the head of GPSA to entertain the complaint or dispute shall cease.

44.1 A bidder may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the \_\_\_\_\_ where the head of GPSA does not issue a decision within the time specified in sub-Clause 43.1 or the Bidder is not satisfied with the decision by the head of GPSA.

- 44.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen (14) working days from the date of communication of the decision by the head of GPSA.
- 44.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the .
- 44.4 The application to the PPRA for administrative review shall be copied to the respective head of GPSA and shall include:
- a) a copy of the original application to the head of GPSA including the supporting documents;
  - b) a copy of relevant correspondence to and from the head of GPSA;
  - c) a statement by the bidder that the head of GPSA failed to issue a decision and the relevant dates, where applicable; and
  - d) an explanation of why the bidder is not satisfied with the decision of the head of GPSA where applicable.
- 45.1 The Authority shall within thirty (30) days after receipt of a application for administrative review deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
  - b) the reasons for the decision; and
  - c) any corrective measures to be taken;
- 45.2 The decision of the Public Procurement Public Regulatory Authority shall be copied to the head of GPSA.
- 45.3 The decision of the Authority shall be final unless the bidder institutes an appeal with the Public Procurement Appeals Authority.
- 46.1 A bidder not satisfied with the decision of the

Public Procurement Regulatory Authority or whose complaint cannot be entertained by the Head of GPSA or the Public Procurement Regulatory Authority shall appeal to the Public Procurement Appeals Authority (PPAA).

- 46.2 PPAA may be contacted at the address shown in the



## Bid Data Sheet

The following specific data for the supplies and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

|  |  |                                                                                                                                                                                                                                                                    |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                                                    |
|  |  |                                                                                                                                                                                                                                                                    |
|  |  | The subject of procurement is: <i>[describe the supplies to be provided using this Contract and the location where the supplies are to be provided]</i>                                                                                                            |
|  |  | Period for supplies: <i>[insert: expected duration of which this Contract is intended to be]</i><br><br>Commencement date for Framework Agreement: <i>[insert: starting date]</i><br><br>Completion date for Framework Agreement: <i>[insert: completion date]</i> |
|  |  | Financial year for the operations of the Procuring Entities: <i>[insert: year]</i>                                                                                                                                                                                 |
|  |  | Joint venture, consortium or association is applicable .....<br><i>[indicate whether "YES" or "NO"]</i>                                                                                                                                                            |
|  |  | Ineligible countries are: <i>[list ineligible countries]</i>                                                                                                                                                                                                       |
|  |  | Demonstration of authorization by manufacturer <i>[required or not required]</i>                                                                                                                                                                                   |

|  |  |                                                                                                                                                                                                                                                                                        |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                                                                        |
|  |  |                                                                                                                                                                                                                                                                                        |
|  |  | The number of copies to be returned [ <i>specify</i> ]                                                                                                                                                                                                                                 |
|  |  | The address for clarification of bidding documents is [ <i>insert full address</i> ]                                                                                                                                                                                                   |
|  |  | <p>Period to respond to request for clarification (<i>insert days</i>)</p> <p>Period prior to deadline for submission of bids for the Bidders to request clarifications (<i>insert days</i>)</p>                                                                                       |
|  |  |                                                                                                                                                                                                                                                                                        |
|  |  | The Language of all correspondences and documents related to the bid is: [ <i>specify</i> ]                                                                                                                                                                                            |
|  |  | In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid [ <i>insert: list of documents</i> ]                                                                                                                                       |
|  |  | Other procurement specific information required from Bidders in ITB Clause 12.3(c) is as follows: [ <i>list any additions or deletions to list in otherwise list "none"</i> ]. The total monetary value of supplies for each of ( <i>insert number of years</i> ) should be indicated. |
|  |  | The qualification criteria required from Bidders in ITB Clause 13.3(b) is modified as follows: [ <i>list criteria</i> ].                                                                                                                                                               |

|  |  |                                                                                                                                                                                                                                                                                                                            |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | Amendments of, and Supplements to, Clauses in the Instruction to Bidders                                                                                                                                                                                                                                                   |
|  |  | <p>The qualification criteria required from Bidders in ITB Clause 13.3(c) <i>[Specify]</i></p> <p>The Bidder is required to include with its Bid, documentation from the manufacturer of the items, that it has been duly authorized to supply, in the United Republic of Tanzania, the supplies indicated in its Bid.</p> |
|  |  | The rules governing the terms are prescribed in : <i>[insert the relevant Edition of Incoterms]</i>                                                                                                                                                                                                                        |
|  |  | <p>The price quoted shall be _____</p> <p><i>[Specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW.]</i></p> <p><b><i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i></b></p>                              |
|  |  | <p>The price quoted shall be _____</p> <p><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></p> <p><b><i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i></b></p>              |
|  |  | <p>The price shall be fixed</p> <p>the price shall be adjustable.</p> <p><i>[Delete the non-applicable option.]</i></p>                                                                                                                                                                                                    |
|  |  | <p>a) For supplies and related services originating in the United Republic of Tanzania the currency of the Bid shall be <i>Tanzanian Shillings</i>;</p> <p>b) For supplies and related services originating outside the United Republic of Tanzania, the Bidder shall express its Bid in any convertible currency.</p>     |
|  |  | The rates of exchange to be used by the Bidder shall be those established by the Bank of Tanzania prevailing on <i>[insert date 28 days before bid opening]</i>                                                                                                                                                            |
|  |  | The Bid validity period shall be ..... days.                                                                                                                                                                                                                                                                               |

|  |  |                                                                                                                                                                                                                                            |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                            |
|  |  | A Bid Securing Declaration form shall be filled by the Bidder.                                                                                                                                                                             |
|  |  | Alternative bids to the requirements of the bidding documents<br>[insert "will" or "will not," as appropriate] be permitted with<br>respect to [describe the alternatives to be permitted, or delete, as<br>appropriate]                   |
|  |  | The number of copies of the bid to be completed and<br>returned shall be [insert number].                                                                                                                                                  |
|  |  | Written confirmation of authorization are.....[list]<br><br>[Normally power of attorney is provided]                                                                                                                                       |
|  |  |                                                                                                                                                                                                                                            |
|  |  | For Bid submission purposes only, the Procuring Entity's<br>address is:<br>.....<br>Street address .....<br>Building/Plot No. ....<br>Floor/Room No. ....<br>City/Town .....<br>[Address of the Secretary of the appropriate Tender board] |
|  |  | Project name.....<br><br>IFB title and number.....<br><br>Time and date for submission.....                                                                                                                                                |

|  |  |                                                                                                                                                                                                                                                        |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                                        |
|  |  | <p>The deadline for Bid submission is</p> <p>a) Day .....</p> <p>b) Date.....</p> <p>c) Time .....</p>                                                                                                                                                 |
|  |  | <p>Extension of the deadline for submission of Bids shall not be made later than..... <i>[insert time frame]</i></p>                                                                                                                                   |
|  |  |                                                                                                                                                                                                                                                        |
|  |  | <p>The Bid opening shall take place at [specified below]</p> <p>Street address .....</p> <p>Building/Plot No. ....</p> <p>Floor/Room No. ....</p> <p>City/Town .....</p> <p>Country .....</p> <p>Day .....</p> <p>Date .....</p> <p>Time .....</p>     |
|  |  | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is .....</p> <p>The source of exchange rate shall be .....</p> <p>The date of exchange rate shall be .....</p> |
|  |  | <p>Post- qualification will <i>[insert "be undertaken" or "not be undertaken"]</i></p>                                                                                                                                                                 |

|  |  |                                                                                                                                                                                                                                                                                                                                                                     |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |                                                                                                                                                                                                                                                                                                                                                                     |
|  |  |                                                                                                                                                                                                                                                                                                                                                                     |
|  |  | <p>The address to submit complaints:</p> <p>Chief Executive Officer,<br/>Public Procurement Regulatory Authority (PPRA)<br/>PPF Tower 8th Floor,<br/>P.O. Box 49,<br/>DAR ES SALAAM.<br/>Tel: 2133466, 2121236/7<br/>Fax: 2121238<br/>email: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a><br/>Website: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a></p> |
|  |  | <p>Fee for administrative review shall be ten thousand Tanzanian shillings.</p>                                                                                                                                                                                                                                                                                     |

|  |  |                                                                                                                                                                                        |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>The address for Appeal to PPAA:<br/>The Secretary,<br/>Public Procurement Appeals Authority,<br/>Sukari House 1st Floor,<br/>P.O. Box 9310,<br/>DAR ES SALAAM.<br/>Tel: 2120451</p> |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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

accepted by the Government Procurement Service Agency [GPSA] and is named as such in the Framework Agreement and Form of Contract, and includes the legal successors or permitted assigns of the supplier.

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

- 3.1 The type of Contract is a Standing Offer Agreement
- 3.2 The Period of the Framework Agreement shall be as stated in the Framework Agreement signed between GPSA and the Supplier.
- 4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language  
. Subject to GCCO Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
- 5.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise
- 6.1 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 8.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 8.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCCO Clause 8.1 except for purposes of performing the Contract.
- 8.3 Any document, other than the Contract itself, enumerated in GCCO Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

- 8.4 The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
- 9.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
- 10.1 Within thirty (30) days of receipt of the Call-off Order, the Supplier shall furnish to the Purchaser the performance security in the amount
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) A cashier's or certified check.

- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Call-off Order, including any warranty obligations, unless otherwise .
- 11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the specifications at no extra cost to the Purchaser.
- the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract.
- 11.5 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.6 Nothing in GCCO Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

- 12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, , and in any subsequent instructions ordered by the Purchaser.
- 13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
- 13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
- 13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.
- 13.4 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are

- 13.5 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 13.6 Documents to be submitted by the Supplier are
- 14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner
- 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price.
- 15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the unit price.
- 15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the unit price.
- 16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, :
- (a) Performance or supervision of on-site assembly

- and / or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.

16.2 Prices charged by the Supplier for incidental services, if not included in the unit rate for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17.1 As \_\_\_\_\_, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
- 18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless .
- 18.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 18.4 Upon receipt of such notice, the Supplier shall, within the period and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period , 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.
- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be . But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Price for the specific Goods by the number of unit delivered and accepted in accordance with the Contract.

- 19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3 Payments shall be made promptly by the Purchaser, within (30) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate
- 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as  
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 bid.
- 19.5 All payments shall be made in the currency or currencies  
pursuant to GCCO 19.4
- 20.1 The contract price shall be as specified in the Form of Contract signed between Purchaser and Supplier subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments
- 21.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCCO Clause 22 make changes within the general scope of the Contract any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) The method of shipment or packing;
  - (c) The place of delivery; and / or
  - (d) The Services to be provided by the Supplier.

- 21.2 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, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21.3 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.
- 22.1 Subject to GCCO Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 24.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 24.2 Subcontracts must comply with the provision of GCCO Clause 3.
- 25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Call-off Order.

- 25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 25.3 Except as provided under GCCO Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCCO Clause 26, unless an extension of time is agreed upon pursuant to GCCO Clause 25.2 without the application of liquidated damages.
- 26.1 Subject to GCCO Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Call-off Order, 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 of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCCO Clause 27.
- 27.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Call-off Order, or within any extension thereof granted by the Purchaser pursuant to GCCO Clause 25; or
  - b) The Supplier fails to perform any other obligation(s) under the Contract;

- c) The supplier has abandoned or repudiated the contract.
- d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- e) A payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- f) The Purchaser gives Notice that goods delivered are defect and the Supplier fails to correct the defect within a reasonable period of time determined by the Purchaser; and
- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in exacting the Contract.  
For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

“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 procuring entity, and includes collusive practices among Bidders (prior to or after bid submission)

- 27.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCCO Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 28.1 Notwithstanding the provisions of GCCO Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 28.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.
- 29.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 30.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 30.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and / or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- 31.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 31.2 If after thirty [30] days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
- 31.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within fourteen [14] days of the notification of the decision.
- 31.4 The parties shall jointly appoint a adjudicator within reasonable time. The adjudicator shall be suitably qualified person whom shall be fluent in the language for communication defined in the contract and shall be a professional experienced in the type of contract and with interpretation of contractual documents.
- 32.1 The Adjudicator jointly appointed shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 32.2 The Adjudicator shall be paid by the hour at the rate specified in the , together with reimbursable expenses of the types specified in the , and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the .

- 33.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the \_\_\_\_\_ at the request of either party, within fourteen [14] days of receipt of such request.
- 34.1 Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..
- 35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address \_\_\_\_\_. The term "in writing" means communicated in written form with proof of receipt.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.

- 36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit form any such tax savings to the maximum allowable extent.
- 36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



The following Special Conditions for Call-order Order shall supplement the General Conditions of the Call-off Order. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Call-off Order. The corresponding clause number of the GCCO is indicated in parentheses.

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

|    |        |                                                                                                                                                                                                                                                            |
|----|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |        |                                                                                                                                                                                                                                                            |
|    |        |                                                                                                                                                                                                                                                            |
| 1. | 1.1(i) | The Purchaser is: <i>[Name and address]</i>                                                                                                                                                                                                                |
| 2. | 1.1(j) | The Supplier is: <i>[Name and address]</i>                                                                                                                                                                                                                 |
| 3. | 1.1(k) | The Project Site is: <i>[if applicable]</i>                                                                                                                                                                                                                |
|    |        |                                                                                                                                                                                                                                                            |
| 4. | 4.1    | The Governing Language shall be: .....                                                                                                                                                                                                                     |
|    |        |                                                                                                                                                                                                                                                            |
| 5. | 5.1    | The Applicable Law shall be: Laws of the .....                                                                                                                                                                                                             |
|    |        |                                                                                                                                                                                                                                                            |
| 6. | 6.1    | Country of Origin is .....                                                                                                                                                                                                                                 |
|    |        |                                                                                                                                                                                                                                                            |
| 7. | 10.1   | The amount of performance security, as a percentage of the Contract Price, shall be: <i>[between (10) and (20) percent of the Contract Price]</i><br><br><i>[The following provision should be used in the case of Goods having warranty obligations.]</i> |
| 8. | 10.4   | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCCO 17.2.                                           |
|    |        |                                                                                                                                                                                                                                                            |

|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | 11.1          | <p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. | 12.2          | <p>The following SCCO shall supplement GCCO Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11. | 13.4,<br>13.6 | <p>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> </ul> |

|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |      | <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     |      | <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |
|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12. | 14.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13. | 16.1 | <p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCCO Clause 15 and/or other should be specified with the desired features. The price quoted or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 14. | 17.1 | Additional spare parts requirements are:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |               | Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 15. | 18.2          | <p>GCCO 18.2—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCCO 4,</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p> |
| 16. | 18.4&<br>18.5 | The period for correction of defects in the warranty period is: .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 17. | 19.1          | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(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 Goods are delivered and in the form provided in the Bidding</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |      | <p>documents or another form acceptable to the Procuring Entity.</p> <p>(ii) ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCCO Clause 10.</p> <p>(iii) ..... percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |
|     |      | <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(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 Bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) ..... percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCCO Clause 10.</p> <p>(iii) The remaining ..... percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>                       |
| 18. | 19.3 | Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be [insert: rate]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|     |      |                                                                                                                                                                 |
|-----|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19. | 20.2 | Prices shall be adjusted in accordance with provisions in the Attachment to SCCO.<br><br><i>[To be inserted <b>only</b> if price is subject to adjustment.]</i> |
|     |      |                                                                                                                                                                 |
| 20. | 26.1 | Applicable rate: 0.1 - 0.2 per cent per day of undelivered materials/good's value.<br><br>Maximum deduction is equal to the performance security                |
|     |      |                                                                                                                                                                 |
| 21. | 32.2 | Rate of the Adjudicator fees shall be <i>[insert: rate]</i>                                                                                                     |
| 22. | 32.3 | Arbitration institution shall be <i>[insert: institution]</i><br><br>Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>     |
| 23. | 33.1 | Appointing Authority for the Adjudicator <i>[ insert: Authority]</i>                                                                                            |
|     |      |                                                                                                                                                                 |
| 24. | 35.1 | Procuring Entity's address for notice purposes:<br><br>Supplier's address for notice purposes:                                                                  |



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The items shown below will be purchased under the contract. Supplies will be purchased by call-off orders in accordance with the contract.



The attached commodity specific conditions will form an integral part of any resulting contract.

Call-off orders may be issued at any time during a period of: \_\_\_\_\_.

[illegible]

*Column b states the minimum technical specification of the item(s) required by the Procuring and Disposing Entity.*

*The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.*

| <i>a</i> | <i>b</i> | <i>c</i> |
|----------|----------|----------|
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be rejected.

[illegible]

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



*[Text of Technical Specification to be inserted in the Bidding documents by the Employer, as applicable]*



Table of Forms

Sec. VIII

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

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

To: *[Insert GPSA Address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Document, Framework Agreement, Call-off Order Terms and Conditions and in accordance with the Schedule of Requirements the following Supplies and Related Services under a framework agreement arrangement *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if alternative response times are is proposed]*;
- (c) We understand that any resulting contract will be a framework agreement, with unit prices only
- (d) The unit prices of our Bid, excluding any discounts offered in item (d) below, is as indicated in the Price Schedule for Supplies and Related Services.
- (e) The discounts offered and the methodologies for their application are:  
  
Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Schedule of Requirements to which it applies.]*  
  
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;
- (f) Our bid shall be valid for a period of *[specify the number of calendar days]* calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We, including any subcontractors or suppliers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 3.1
- (h) We, including any subcontractors or Suppliers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor];*

- (i) We undertake to abide by the Code of Ethical Conduct for Bidders and Suppliers during the procurement process and the execution of any resulting contract;
- (j) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (k) We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Government Procurement Services Agency;
- (l) We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been suspended by the Public Procurement Regulatory Authority in the United Republic of Tanzania from participating in public procurement;
- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none." ]*



- (l) We understand that this bid , together with your Notification for Award of Framework Agreement, shall constitute an agreement which is not binding, but it will be binding when the call-off order is issued by the Procuring Entities;
- (m) We understand that you are not bound to accept the lowest unit prices or any other bid that you may receive.

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

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

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

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

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

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

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

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

Delivery Point/Site: *[Insert delivery/site]*

| 1                                                                        | 2                                                                      | 3                                             | 4                                                                                                                                                                                                | 5                                                                                 |
|--------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                                                                          |                                                                        |                                               | 1                                                                                                                                                                                                |                                                                                   |
| <i>[insert number of item corresponding to Schedule of Requirements]</i> | <i>[insert brief description name of Supplies or Related Services]</i> | <i>[insert country of origin of the item]</i> | <i>[insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable in Tanzania]</i> | <i>[insert all import duties, taxes paid or payable in Tanzania on this item]</i> |
|                                                                          |                                                                        |                                               |                                                                                                                                                                                                  |                                                                                   |
|                                                                          |                                                                        |                                               |                                                                                                                                                                                                  |                                                                                   |
|                                                                          |                                                                        |                                               |                                                                                                                                                                                                  |                                                                                   |

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

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

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

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

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

---

<sup>1</sup> In accordance with ITB Clauses 14 and 15

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of Procuring Entity and contact person | Type of Services provided and year of completion | Value of Contract |
|--------------------------|---------------------------------------------|--------------------------------------------------|-------------------|
| (a)                      |                                             |                                                  |                   |
| (b)                      |                                             |                                                  |                   |

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Clause 13.3(c) of the Instructions to Bidders.

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|------------------------------------|--------------------------------------------------|-------------------------------------------------------------|
| (a)               |                                    |                                                  |                                                             |
| (b)               |                                    |                                                  |                                                             |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Clause 13.4(d) of the Instructions to Bidders.

| Position | Name | Years of experience<br>(general) | Years of experience<br>in proposed<br>position |
|----------|------|----------------------------------|------------------------------------------------|
| (a)      |      |                                  |                                                |
| (b)      |      |                                  |                                                |

1.6 Proposed subcontracts and firms involved. Refer to Clause 23 of General Conditions of Contract.

| Sections of the<br>Services | Value of<br>Subcontract | Subcontractor<br>(name and address) | Experience in providing<br>similar Services |
|-----------------------------|-------------------------|-------------------------------------|---------------------------------------------|
| (a)                         |                         |                                     |                                             |
| (b)                         |                         |                                     |                                             |

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

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

| Other party(ies) | Cause of dispute | Details of<br>litigation<br>award | Amount<br>involved |
|------------------|------------------|-----------------------------------|--------------------|
| (a)              |                  |                                   |                    |

|     |  |  |  |
|-----|--|--|--|
| (b) |  |  |  |
|-----|--|--|--|

- 1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.
- 1.12 Statement of compliance with the requirements of Clause 3.4 of the Instructions to Bidders.
- 1.13 Proposed Program (service work method and schedule).  
Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all partners of the joint venture (and which is legally binding on all partners), which shows that
  - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of Clause 12.1 of the Instructions to Bidders, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of bid submission

*Or [delete statement which does not apply]*

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

[letterhead paper of GPSA]

[date]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Framework Agreement and identification number] for the attached item(s) and unit price(s) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Framework Agreement for the provision of Services in accordance with the Call-off Order issued by the Procuring Entities and Call-off Order Terms and Conditions with the respective Procuring Entities.

Please return the attached agreement dully signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Frame Agreement and Price Schedule for Supplies and Related Services for Items Awarded.

This FRAMEWORK AGREEMENT is made the *[insert date]* day of *[insert month and year]*

[1] The Government Procurement Services Agency [GPSA], P.O. Box 9150, Off Nyerere Road, Keko Mwanga, Dar es Salaam [hereinafter “ the Government Agent”]

and

[2] *[Insert Supplier Name and Address]* [hereinafter “the Supplier]

[A] GPSA invited tenders for certain Supplies and Related Services Tender No. *[insert tender number]* in respect of the Framework Agreement for *[insert the description of the framework agreement]* and has selected the Supplier to be among the Suppliers awarded the Framework Agreement.

[B] GPSA intends that under the Framework Agreement the Supplies and Related Services may be available for purchase by the Procuring Entities.

[C] The Supplier agrees to Supply the Supplies and Related Services to Procuring Entities in the manner and on the terms described herein.

as follows:

In this Framework Agreement the following words and phrases shall have the following meanings. Other defined terms are as defined in the Specific Conditions of the Call-off Order unless amended below:-

|      |                                                                                                                                                                                                                      |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | means the public bodies and any other body, or unit established and mandated by the government to carry out public functions.                                                                                        |
| GPSA | means the Government Procurement Services Agency (GPSA) mandated by PPA No.21 of 2004 to arrange for procurement of Common Use Items and Services (CUIS) by the Procuring Entities through Framework Agreement [FA]. |

|                  |                                                                                                                                                           |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mini-competition | Means process Procuring Entities need to carry out to place a call-off contract under a framework agreement where the circumstances under Clause 7 arise. |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|

- 2.1 The purpose of this Agreement is to establish the terms under which the Supplier will supply to the Procuring Entities items within an agreed range of supplies/services at agreed prices.
- 2.2 This Agreement is not a commitment to purchase by the Purchaser. The commitment to purchase will only be made when a Procuring Entity issues Call-off Order under terms of this agreement.
- 3.1 Commencement Date for this Agreement is *[insert date]*.
- 4.1 This Framework Agreement shall commence on the Commencement Date and shall continue in force until *[insert date]* unless extended in accordance with Clause 4.2.
- 4.2 This Framework Agreement can be extended at GPSA's sole discretion for up to *[insert number]* months by giving notice no later than thirty [30] days prior *[insert date under 4.1]*.
- 4.3 The extension shall apply to all the services or to such as GPSA may specify in the notice given in this Clause 4.2.
- 5.1 The specific items that may be called-off by the Procuring Entities under this Agreement are listed in
- 5.2 The prices to be paid to the Supplier for Supplies and Related Services to purchase of specific items are those listed in
- 6.1 On each occasion that Procuring Entity wishes to call-off specific goods/services under this Agreement an official Call-off Order will be issued specifying goods required, price, date goods are required, delivery address , any special instructions.
- 6.2 GPSA has entered into Framework Agreements with several Suppliers [Multi-Suppliers] for the same items/services to allow Procuring Entities go to the Supplier within the Framework Agreement whose offer is the most economically advantageous [Call-off Order Total Sum]. If that Supplier for any reason is not able to supply the item(s) at that time, the respective Procuring Entity would go to the Supplier offering the next most economically advantageous offer.
- 6.3 Each Call-off Order will be accompanied with the General Conditions of Call-off Order and Special Conditions for Call-off Order which must be signed between the

respective Procuring Entity and the Supplier and will govern the specific call-off order.

7.1 Procuring Entity may call Mini-Competition which will be confined to the Suppliers who have been awarded the Framework Agreement under the following circumstances subject to approval of the respective Procuring Entity Tender Board:-

[a] Where specifications of an item in Framework Agreement are not precise and adequate to meet individual Procuring Entity requirements. Under this circumstance Procuring Entity will refine available specifications which will be included in the tender dossier.

[b] For items/commodities whose prices fluctuate seasonally depending on the availability of the products and market forces.

7.2 Methods regarding submission, opening, evaluation and award of min-competition shall follow procedures as stipulated in the Reg. 86, 89, 90 & 96 G.N No. 97 of Public Procurement Act no. 21 of 2004.

8.1 The validity, performance and execution of this Agreement shall be governed by and interpreted in accordance with Tanzania Law.

9.1 The ruling language of this Agreement shall be English.

10.1 The Supplier shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the Procuring Entity's best interests. This obligation shall apply to the activities of the employees and agents of the Supplier in their relations with the employees of the Procuring Entity and Third Parties arising from this Agreement.

11.1 The Supplier shall not assign or sub-contract this Agreement or any part thereof without the prior written consent of GPSA. Any such permitted sub-contracting shall not relieve the Supplier of its obligations under the Agreement and shall not create any contractual relationship between the Procuring Entity and the Supplier's sub-contractor(s).

11.2 The Supplier shall not assign or sub-contract any Call-off Order made under this Agreement without the prior written a consent of GPSA.

11.3 The Supplier shall safeguard the Procuring Entity's interest by incorporating the terms and condition of the Call-off Order into any permitted assignment or sub-contract.

by and on behalf of the parties on the date which first appears in this Agreement.

Signed by [*insert name of the AO –GPSA*] duly authorized to sign for and on behalf of the  
GORVERNMENT PROCUREMENT SERVICES AGENCY [GPSA]

In the presence of:

Name:.....

Address:.....

Occupation:.....

Signature:.....

Signed by [*insert name*] duly authorized to sign for and on behalf of the Supplier

In the presence of:

Name:.....

Address:.....

Occupation:.....

Signature:.....

[letterhead paper of Procuring entity]

[date]

To: [name and address of the Supplier]

Subject to [insert either clause 7.1(a) or 7.1(b) or both] of the framework agreement referenced above entered between you and Government Procurement Services Agency for the procurement of common use items and services, the Purchaser calls a mini competition. This min-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.

*[this paragraph shall be used where clause 7.1(a) applied otherwise delete if clause 7.1(b) is used]*

The technical specifications or/and statement of requirements is hereby refined as follows:

|  |     |     |     |
|--|-----|-----|-----|
|  |     |     |     |
|  | (a) | (b) | (c) |
|  |     |     |     |

|  |     |     |     |
|--|-----|-----|-----|
|  |     |     |     |
|  | (a) | (b) | (c) |
|  |     |     |     |

**To be filled by procuring entity:** Column b states the minimum technical specification of the item(s) required by the Procuring entity.

**To be filled by supplier/service provider:** The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

|     |     |     |     |     |     |     |           |
|-----|-----|-----|-----|-----|-----|-----|-----------|
|     |     |     |     |     |     |     |           |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8)       |
|     |     |     |     |     |     |     | [(6+7)x5] |
|     |     |     |     |     |     |     |           |
|     |     |     |     |     |     |     |           |

You are hereby instructed to fill and return this form duly signed and enclosed in a plain envelope marked and sealed to the Purchaser indicated above within three working days after the receipt.

Please return this document dully signed.



## Table of Forms

Sec. IX

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

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

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

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

To: *[insert **complete name of Purchaser**]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Government Procurement Services Agency [GPSA] for the period of time of ten [10] years starting from date of bids opening, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the Notification of Framework Agreement of our Bid by the GPSA during the period of bid validity, (i) fail or refuse to execute the Framework Agreement. .

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]*  
Corporate Seal (where appropriate)

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

To:     *[name of Employer]*

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

AND WHEREAS it has been stipulated by you in the said call-off 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 call-off order.

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

To:     *[name of Purchase]*

*[name of Contract]*

Gentlemen

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

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

We further agree that no change or addition to or other modification of the terms of the call-off order to be performed there under or of any of the call-off order 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 call-off order until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

To:     *[name of the Employer]*

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

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

We hereby extend our full guarantee and warranty as per Clause 18 of the General Conditions of the Call-off Order for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

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

*[insert tender number]*

*[insert number of FA]*

*[insert reference number created by PE for internal*

*use]*

*[insert name of PE]*

*[insert name of Supplier/Service Provider]*

*[insert date]*

1. The Purchaser indicated above issues this call-off order for the procurement of common use items and services under the framework agreement referenced above entered between you and the Government Procurement Services Agency [GPSA].
2. This call-off order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this call-off order and the framework agreement, the framework agreement shall prevail.
3. The following documents shall be deemed to form and be read and construed as part of this call-off order, viz:
  - a) the Framework Agreement signed between GPSA and the Supplier/Service Provider;
  - b) the Technical Specifications;
  - c) the General Conditions of the Call-off Order;
  - d) the Special Conditions of the Call-off Order
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier/Service Provider hereby covenants with the Purchaser to provide the *[insert goods or services]* and to remedy defects therein in conformity in all respects with provisions of the Call-off Order.
5. The Purchaser hereby covenants to pay the Suppliers in consideration of the provision of the *[insert goods or services]* and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Call-off Order at the terms and in the manner prescribed by the Call-off Order.
6. The Purchaser has issued this Call-off Order to the Supplier to supply/provide services as listed hereunder in the sum of *[insert amount in figures and words]* in accordance with the terms and conditions agreed in the Framework Agreement and Call-off Order.

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

- i) *[insert specific terms and conditions]*
  - ii) Your invoice should be submitted together with the original Call-off Order.
  - iii) Delivery shall be completed within *[insert delivery period]* after which the order shall be cancelled.
  - iv) Goods or Services shall be delivered to *[insert specific delivery point]*
7. Please sign and return this call-off order to the Purchaser indicated above within three working days after the receipt. Thereafter proceed with delivery of the supplies or provision of services indicated in paragraph 6 above, in accordance with the delivery period specified in this call-off order.

FOR PURCHASER:

FOR THE SUPPLIER/SERVICE PROVIDER

Signed by:.....

Signed: .....

Name:.....

Name: .....

Position:.....  
*[official stamp]*

Position: .....  
*[official stamp]*

Copy:

- i) GPSA
- ii) PPRA



- (1) Each bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
  - (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
  - (b) Each bidder will make full disclosure in the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the bid and, if successful, the implementation of the contract.
  - (c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - (d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
  - (e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Bids which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
  - a) Cancellation of the contract;

- b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

***Regulation 100(2) of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005 - Government Notice No. 97 of 15th April, 2005***

This company \_\_\_\_\_(*name of company*) places importance on competitive bidding 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 bid, 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 Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

***Regulation 100(2) of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005 - Government Notice No. 97 of 15th April, 2005***

This company \_\_\_\_\_(name of company) has issued, for the purposes of this bid, 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 Bidder: \_\_\_\_\_

Address: \_\_\_\_\_