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| C:\Users\user\AppData\Local\Microsoft\Windows\INetCache\Content.Word\ENLISHI LEO LAST.PNG  **PUBLIC PROCUREMENT AND DISPOSAL**  **OF PUBLIC ASSETS AUTHORITY**  **ZANZIBAR**  **Standard Bidding Document**  **National and International Competitive Bidding**  **Procurement of Goods and Related Services using Framework Contracts**  **JULY 2024** |

**Preface**

Procurement of Goods under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement and Disposal of Public Assets Act No.11 of 2016 (hereinafter called PPDA No.11 of 2016) and the Public Procurement Regulations 2020.

The Public Procurement and Disposal of Public Asset Authority have prepared this Standard Bidding Document (SBD) for use by Procuring and Disposing Entities in the procurement of Goods and Services using Framework Contracts through National Competitive Bidding (NCB) and International Competitive Bidding (ICB).

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in the procurement of Goods and Services using Framework Contracts for national and international competitive bidding that are financed in whole or in part by public funds in accordance with the provisions of the Public Procurement and Disposal of Public Assets Act No.11 of 2016.

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

EXECUTIVE DIRECTOR

PUBLIC PROCUREMENT AND DISPOSAL

OF PUBLIC ASSETS AUTHORITY - ZANZIBAR

P.O. BOX 1290

ZANZIBAR

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SUMMARY DESCRIPTION

**PART 1 – BIDDING PROCEDURES**

**Section I. Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II. Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III. Bidding Forms**

This Section includes the forms for the Bid Submission, Power of Attorney, Memorandum of Undertaking, Price Schedules, Bid Security, and the Manufacturer’s Authorizationto be submitted completed by the Bidder and submitted as part of his Bid.

**PART 2 – SUPPLY REQUIREMENTS**

**Section IV. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section V. General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VI. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

**Section VII. Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Attachment: Invitation for Bids**

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

# **PART 1 - BIDDING PROCEDURES**

## SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

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A. Introduction

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| 1. | Scope of Bid | 1.1 | The Procuring and Disposing Entity indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Goods and Related Services as specified in the **Bid Data Sheet** and Section IV, Technical Specification. Tenders are invited for an estimated quantity of Supplies, as specified in **BDS**, under a framework contract arrangement, The successful Bidder will be expected to supply the goods and services within the period stated in the **Bid Data Sheet** from the start date specified in the **Bid Data Sheet.** |
|  |  | 1.2 | The successful Bidder will be expected to complete the supply of the goods and services by the required completion date specified in the **Bid Data Sheet.** |
| 2. | Source of Funds | 2.1 | The Revolutionary Government of Zanzibar has set aside funds for the operations of the Procuring and Disposing Entity named in the **Bid Data Sheet** during the Financial Year indicated in the **Bid Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods and services as described in the **Bid Data Sheet**.  Or  The United Republic of Tanzania/The Revolutionary Government of Zanzibar has received/has applied for/intends to apply for a [loan/credit/grant] from the financing institution named in the **Bid Data Sheet** towards the cost of the project described in the **Bid Data Sheet**, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the **Bid Data Sheet.** |
|  |  | 2.2 | Payments will be made directly by the Procuring and Disposing Entity or by financing institution specified in the **Bid Data Sheet** for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity. |
| 3. | Eligible Bidders |  | A Bidder may be a natural person, private entity, government-owned entity of Zanzibar and foreign countries, subject to ITB sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Bid Data Sheet**, all parties shall be jointly and severally liable. |
|  |  | 3.2 | Unless a bid is called under International Competitive Bidding, National Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory boards/institutions in Zanzibar as stated in **Bid Data Sheet**. Foreign Bidders are exempted from this requirement but if selected as having submitted the lowest evaluated Bid, the successful Bidder shall register with the appropriate statutory boards/institutions and shall be required to submit evidence of registration as an approved Service Provider in Zanzibar. Failure to register is sufficient ground for disqualification in public bid. |
|  |  | 3.3 | A Bidder shall not have a conflict of interest. All Bidders found to have a 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:   1. Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring and Disposing Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. 2. have controlling shareholders in common; or 3. receive or have received any direct or indirect subsidy from any of them; or 4. have the same legal representative for purposes of this Bid; or 5. 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 the Procuring and Disposing Entity regarding this Bidding process; or 6. submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid. |
|  |  | 3.4 | Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Authority in accordance with sub-Clause 45.1. |
|  |  | 3.5 | Government-owned enterprises in Zanzibar may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities. |
|  |  | 3.6 | Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request. |
| 4. | Eligible Goods and Related Services |  | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid ineligible countries are stated in the **Bid Data Sheet**. |
|  |  |  | For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, training and initial maintenance. |
|  |  |  | For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied. |
|  |  |  | The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin. |
|  |  |  | To establish the eligibility of the goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.(Price Schedule) |
|  |  |  | If so required in the **Bid Data Sheet**, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in Zanzibar, the goods indicated in its Bid. |
| 5. | One Bid per Bidder |  | A firm shall submit only one Bid, in the same Biddingprocess, either individually as a Bidder or as a partner in a joint venture. |
|  |  |  | No firm can be a subcontractor while submitting a Bid individually or as a partner of a joint venture in the same Bidding process. |
|  |  |  | A firm, if acting in thecapacity of subcontractor in any Bid, may participate in more than one Bid but only in that capacity. |
|  |  |  | A Bidder who submits or participates in more than one Bid in the same procurement and disposal entity (other than as a subcontractor or incases of alternatives that have been permitted or requested) will cause all the Bids in which the Bidder has participated to be disqualified. |
| 6. | Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring and Disposing Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process except as provided for under the Public Procurement and Disposal of Public Assets Act No.11 of 2016. |

B. Bidding Document

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| 7. | Content of Bidding Document | 7.1 | The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.2   |  | | --- | | **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bid Data Sheet (BDS) * Section III. Bidding Forms | | **PART 2 Supply Requirements**   * Section IV. Schedule of Requirements   **PART 3 Contract**   * Section V. General Conditions of Contract (GCC) * Section VI. Special Conditions of Contract (SCC) * Section VII. Contract Forms | |  | |
|  |  | 7.2 | The number of copies to be completed and returned with the Bid is specified in the **Bid Data Sheet** |
|  |  | 7.3 | In case of discrepancies between the Invitation for Bid and the Bidding Document listed in sub-Clause 7.1 above, said Bidding Document will take precedence. |
|  |  | 7.4 | The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document, if they were not obtained directly from the appropriate office of the PDE. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. |
|  |  | 7.5 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information or documentation as is required by the Bidding Document. Failure to furnish any information required by the Bidding Document may result in the rejection of its Bid. |
| 8. | Clarification of Bidding Document | 8.1 | A prospective Bidder requiring any clarification of the Bidding Document may notify the Procuring and Disposing Entity in writing or electronic mail at the Procuring and Disposing Entity's address indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub- Clause 22.1. |
|  |  | 8.2 | The Procuring and Disposing Entity will within the period stated in the **Bid data sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1. |
|  |  | 8.3 | The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document including a description of the inquiry but without identifying its source. |
|  |  | 8.4 | Should the Procuring and Disposing Entity deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under ITB Clause 9. |
| **9.** | **Amendment of Bidding Document** | 9.1 | Before the deadline for submission of Bids, the Procuring and Disposing Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding document by issuing addenda. |
|  |  | 9.2 | Any addendum issued shall be part of the Bid document pursuant to sub-Clause 7.1 and shall be communicated in writing or electronic mail to all who have obtained the Bidding document directly from the Procuring and Disposing Entity. |
|  |  | 9.3 | In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity, at its discretion, may extend the deadline for the submission of Bids, pursuant to sub-Clause 22.2. |

C. Preparation of Bids

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| 10. | Language of Bid | 10.1 | The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring and Disposing Entity shall be written in the language specified in the **Bid Data Sheet.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern. |
| 11. | Documents Constituting the Bid | 11.1 | The Bid prepared by the Bidder shall constitute the following documents:   1. Form of Bid and a Price Schedule completed in accordance with ITB Clauses 14, 15, and 16; 2. documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted; 3. Documentary evidence established in accordance with ITB sub-Clause 13.3(a) that the Bid has been authorized by the manufacturer to supply the goods in Zanzibar, where required and where the supplier is not the manufacturer of those goods; 4. documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding document; 5. Bid Security or Bid Securing Declaration furnished in accordance with ITB Clause 18; 6. Written Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; 7. The power of attorney should be submitted in the format provided; and 8. Any other document required in the **Bid Data Sheet**. |
| 12. | Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Document | 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 document of all goods and related services which the Bidder proposes to supply under the contract. |
|  | 12.2 | The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related 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 goods and related services to the Bidding document may be in the form of literature, drawings, data, etc. and shall consist of:   1. a detailed description of the essential technical and performance characteristics of the Goods; 2. an item-by-item commentary on the Procuring and Disposing Entity’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; 3. any other procurement specific documentation requirement as stated in the **Bid Data Sheet**. |
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| 13. | Documents Establishing Eligibility and Qualification of the Bidder | 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 it's Bid is accepted. |
|  |  | 13.2 | The documentary evidence of the Bidder’s eligibility to Bid shall establish to the Procuring and Disposing Entity’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 Procuring and Disposing Entity’s satisfaction:   1. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ Manufacturer or producer to supply the goods in Zanzibar. 2. that the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet,** and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet.** If a pre-qualification process has been undertaken for the Contract, the Bidder shall, as part of its Bid, update any information submitted with its pre-qualification; 3. that, in the case of a Bidder not doing business in Zanzibar, if awarded the contract, the Bidder must be represented by an Agent in Tanzania equipped, and able to carry out the Supplier’s maintenance, repair, and spare parts‑stocking obligations prescribed in the Conditions of Contract and/or Requirements. |
|  |  | 13.4 | When Bidding for more than one Contract 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 packages being applied for in regard to:-   1. average annual turnover; 2. particular experience including key production rates; 3. financial means, etc.; 4. personnel capabilities; and 5. equipment capabilities.   In case the Bidder fails to fully meet any of these criteria, it may be qualified only for those slices or packages for which the Bidder meets the above requirement. |
| 14. | Form of Bid |  | The Bidder shall fill the Form of Bid furnished in the Bidding Document. The Form of Bid must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. | Bid Prices |  | The Bid prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified in ITB sub-Clause 15.2 to 15.9. |
|  |  |  | All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Bid will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Bid and the Bid will be rejected as being substantially non-responsive. |
|  |  |  | The Bid price to be quoted in the Form of Bid in accordance with sub-Clause 15.1 shall be the total price of the Bid, excluding any discounts offered. |
|  |  |  | The Bidder shall quote any unconditional discounts and the methodology for their application in the Form of Bid. |
|  |  |  | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract |
|  |  |  | Prices indicated on the Price Schedule shall be entered separately in the following manner:   * + 1. For goods offered from within Zanzibar.   i) the price of the goods quoted EXW (Ex works, Ex-factory, Ex warehouse, Ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:  A. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory; or   1. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.   ii) Zanzibar sales and other taxes which will be payable on the goods if the contract is awarded.  iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet.  iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.  b) For goods offered from abroad:  i) the price of the goods shall be quoted CIF named port of destination or CIP named place of destination, in Zanzibar as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.  ii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.  iii) the price of (incidental) services, if any, listed in the Bid Data Sheet. |
|  |  | 15.7 | Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this sub-Clause. This desegregation shall be solely for the purpose of facilitation the comparison of Bids by the Procuring and Disposing Entity. This, shall not in any way limit the Procuring and Disposing Entity’s right to contract on any of the terms offered:-  a) **For Goods:-**   * + 1. the price of the Goods, quoted CIP or other INCOTERMS as specified in the **Bid Data Sheet**     2. all customs duties, sales tax, value added tax, and other taxes applicable in Zanzibar on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and   b) **For Related Services**     1. the price of the Related Services 2. All customs duties, sales tax, value added tax, and other taxes applicable in Zanzibar, paid or payable, on the related services, if the contract is awarded to the Bidder; and 3. the total price for the item. |
|  |  | 15.8 | Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITB Clause 28.2. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a Bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero. |
|  |  | 15.9 | If so indicated in the Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts within a package. |
| 16. | Bid Currencies | 16.1 | Prices shall be quoted in the following currencies:   1. For goods and services that the Bidder will supply from within Zanzibar, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **Bid Data Sheet.** 2. For goods and related services that the Bid will supply from outside Zanzibar, or for imported parts or components of goods and related services originating outside Zanzibar, the Bid prices shall be quoted in Tanzania shillings unless otherwise specified in **Bid Data Sheet**. |
|  |  | 16.2 | If applicable, the rate(s) of exchange to be used by the Bidder in arriving at the local currency equivalent and the proportions mentioned in ITB sub-Clause.16.1 above shall be the selling rates for similar transactions established by the authority specified in the **Bid Data Sheet** 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 31.1 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 the Procuring and Disposing Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum figure and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1. |
| 17. | Bid Validity Period |  | Bids shall remain valid for the period specified in the **Bid Data Sheet** after the Bid submission deadline prescribed by the Procuring and Disposing Entity, pursuant to ITB Clause 22. A Bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-responsive**.** |
|  |  | 17.3 | In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring and Disposing Entity may request that the Bidders consent to an extension of the period of validity of their Bids. The request and the Bidders responses shall be made in writing or electronic mail. The Bid Security provided under ITB Clause 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 18 in all respects.  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 Bid validity period, the contract price will be increased by a factor specified in the request for extension calculated on the bases provided in the **Bid Data Sheet**. The Bid evaluation shall be based on the Bid price without taking into consideration on the above correction. |
| 18. | Bid Security or Bid Securing Declaration | 18.1 | Pursuant to ITB Clause 11, unless otherwise specified in the **Bid Data Sheet**, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the **Bid Data Sheet** or Bid Securing Declaration as specified in the **Bid Data Sheet** in the format provided in Section III. |
|  |  | 18.2 | The Bid Security or Bid Securing Declaration is required to protect the Procuring and Disposing Entity against the risk of Bidder’s conduct which would warrant the security’s forfeiture or declaration executed, pursuant to sub-Clause 18.9. |
|  |  | 18.3 | The Bid Security shall be issue by reputable financial institution and denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:   * + 1. an unconditional guarantee issued by a bank; or     2. any other form of security specified in the **Bid Data Sheet.**   If the unconditional guarantee is issued by Bank located outside Zanzibar, the issuer shall have a correspondent financial institution located in Zanzibar to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III, Bidding Forms. The Bid Security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB** 17.2. |
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|  |  | 18.5 | The Bid Security shall be payable promptly upon written demand by the Procuring and Disposing Entity in case any of the conditions listed in sub-Clause 18.9 are invoked. |
|  |  | 18.6 | Any Bid not accompanied by a Bid Security or Declaration in accordance with ITB sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring and Disposing Entity as non-responsive, pursuant to ITB sub Clause 28.2. |
|  |  | 18.7 | If a Bid Security is specified pursuant to ITB sub Clause 18.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring and Disposing Entity pursuant to ITB Clause 17. |
|  |  | 18.8 | The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract pursuant to ITB Clause 41, and furnishing the performance security, pursuant to ITB Clause 42. |
|  |  | 18.9 | The Bid Security may be forfeited or the Bid Securing declaration executed:   1. if a Bidder: 2. 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 3. does not accept the correction of errors pursuant to sub-Clause 30.2; or 4. in the case of a successful Bidder, if the Bidder fails: 5. to sign the contract in accordance with ITB Clause 41; **or** 6. to furnish performance security in accordance with ITB Clause 42. |
|  |  | 18.10 | The Bid Security or Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Bid. |
|  |  | 18.11 | A Bidder shall be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity 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 and 30.2; or  (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:  (i) sign the contract, or  (ii) furnish the required performance security |
| 19. | Alternative Bid by Bidders | 19.1 | Bidders shall submit offers that comply with the requirements of the Bidding document, 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 **Bid Data Sheet**. If so allowed, sub-Clause 19.2 shall Prevail. |
|  |  | 19.2 | If so allowed in the **Bid Data Sheet**, Bidders wishing to offer technical alternatives to the requirements of the Bidding document must also submit a Bid that complies with the requirements of the Bidding document, 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 the Procuring and Disposing Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring and Disposing Entity. |
| 20. | Format and Signing of Bid | 20.1 | The Bidder shall prepare an original and the number of copies of the Bid indicated in the **Bid Data Sheet**, clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail. |
|  |  | 20.2 | The original and the copy or copies of the Bid shall be typed or written in inedible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **Bid Data Sheet** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. |
|  |  | 20.3 | Any alterations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Bid. |
|  |  | 20.4 | 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 |

* 1. Submission of Bids

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| 21. | Sealing and Marking of Bids | 21.1 | The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. |
|  |  | 21.2 | The inner and outer envelopes shall:  a) be addressed to the Procuring and Disposing Entity at the address given in the **Bid Data Sheet**; and   1. bear the Project name indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to sub-Clause 22.1. |
|  |  | 21.3 | In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the 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, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of Bid. |
|  |  | 21.5 | If the outer envelope discloses the Bidder’s identity, the Procuring and Disposing Entity will not guarantee the anonymity of the Bid submission, but this shall not constitute grounds for rejection of the Bid. |
| **22.** | **Deadline for Submission of Bids** |  | Bids shall be received by the Procuring and Disposing Entity at the address specified under sub-Clause 21.2 no later than the date and time specified in the **Bid Data Sheet.** |
|  |  |  | The Procuring and Disposing Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| 23. | Late Bids | 23.1 | The Procuring and Disposing Entity shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 22. |
|  |  | 23.2 | Any Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder. |
| 24. | Modification, Substitution and Withdrawal of Bids |  | A Bidder may modify or substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Bid, is received by the Procuring and Disposing Entity prior to the deadline for submission of Bids. |
|  |  |  | The Bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 20 and 21 with the outer and inner envelopes additionally marked “**MODIFICATION**” “**SUBSTITUTION**” or “**WITHDRAWAL”** as appropriate. The notice may also be sent by electronic mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids. |
|  |  |  | Bids may only be modified by withdrawal of the original Bid and submission of a replacement Bid in accordance with sub-Clause 24.1. |
|  |  |  | 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. |
|  |  |  | No Bid may be withdrawn, substituted 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 shall result in the Bidder’s forfeiture of its Bid Security or execution of the Bid Securing Declaration, pursuant to the sub-Clause 18.9. |

E. Opening and Evaluation of Bids

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| 25. | Opening of Bids | | |  | The Procuring and Disposing Entity will open all Bids including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 24, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **Bid Data Sheet**. 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 be opened just to verify the authentication of the Power of Attorneys before returned to the Bidder. 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 Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the appropriate Tender Board may consider appropriate, will be announced by the Secretary of the Tender Board or other delegated person at the opening. | |
|  |  | | | 25.4 | Bids or modifications that are not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder that is not read out at Bid opening shall not be considered further. The Bid Form and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening. | |
|  |  | | | 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. | |
|  |  | | | 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 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. | |
|  |  | | | 25.8 | 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 Bid price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration. A copy of the minutes of the Bid opening shall be furnished to individual Bidders. | |
|  |  | | |  |  | |
| 26. | Confidentiality | | | 26.1 | Information relating to the examination, clarification, evaluation and comparison of 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 the Procuring and Disposing Entity processing of Bids or award decisions may result in the rejection of its Bid. | |
|  |  | | | 26.3 | Notwithstanding sub-Clause 26.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing. | |
| 27. | Clarification of Bids | | | 27.1 | To assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. | |
|  |  | | | 27.2 | The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of Bids in accordance with ITB Clause 30. | |
|  |  | | |  | |
| 28. | Preliminary Examination of Bids | | |  | Prior to the detailed evaluation of Bids, the Procuring and Disposing Entity will determine whether each Bid:   1. meets the eligibility criteria defined in ITB Clause 3 and Clause 4; 2. has been properly signed; 3. is accompanied by the required securities; and 4. is substantially responsive to the requirements of the Bidding documents.   The Procuring and Disposing Entity's determination of a Bid's responsiveness will be based on the contents of the Bid itself. | |
|  |  | | |  | A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one that:-   * 1. affects in any substantial way the scope, quality, or performance of the Services;   2. limits in any substantial way, inconsistent with the Bidding document, the Procuring and Disposing Entity’s rights or the Bidders obligations under the Contract; or   3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. | |
|  |  | | |  | The Procuring and Disposing Entity will confirm that the documents and information specified under ITB Clause 11, ITB Clause 12 and ITB Clause 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. | |
|  |  | | |  | The Procuring and Disposing Entity 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. | |
|  |  | | |  | If a Bid is not substantially responsive, it will be rejected by the Procuring and Disposing Entity and can’t be subsequently be made responsive by the Bidder by correction of the nonconformity. | |
| 29. | Examination of Terms and Conditions; Technical Evaluation | | |  | The Procuring and Disposing Entity shall examine the Bid to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Bidder without any material deviation or reservation. | |
|  |  | | |  | The Procuring and Disposing Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 12, to confirm that all requirements specified in Section IV – Schedule of Requirements have been met. | |
|  |  | | |  | If after the examination of the terms and conditions and the technical evaluation, the Procuring and Disposing Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the Bid. | |
| 30. | **Correction of Errors** | | | 30.1 | Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-   1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring and Disposing Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. | |
|  | | |  | 30.2 | The amount stated in the Bid will, be adjusted by the Procuring and Disposing Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with sub-Clause 18.9. | |
| 31. | | | Conversion to Single Currency | 31.1 | To facilitate evaluation and comparison, the Procuring and Disposing Entity will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to either:  a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania;  **or**   1. 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. | |
|  | | |  | 31.2 | 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 **Bid Data Sheet**. | |
| 32. | Evaluation of Bids | | | 32.1 | The Procuring and Disposing Entity shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB Clause 28. | |
|  |  | | | 32.2 | The Procuring and Disposing Entity’s evaluation of a Bid will exclude and not take into account:  a) in the case of goods manufactured in Zanzibar or goods of foreign origin already located in Zanzibar, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;  b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and | |
|  |  | | | 32.3 | The comparison shall be between the EXW price of the goods offered from within Zanzibar, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside Zanzibar. | |
|  |  | | | 32.4 | In evaluating the Bids, the evaluation committee will, in addition to the Bid price quoted in accordance with sub-Clause 15.1, take account of one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in sub-Clause 32.5:   1. Cost of inland transportation, insurance, and other costs within Zanzibar incidental to delivery of the goods to their final destination. 2. delivery schedule offered in the Bid; 3. deviations in payment schedule from that specified in the Special Conditions of Contract; 4. the cost of components, mandatory spare parts, and service; 5. the availability in Zanzibar of spare parts and after-sales services for the equipment offered in the Bid; 6. the projected operating and maintenance costs during the life of the equipment; 7. the performance and productivity of the equipment offered; and/or 8. other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications. | |
|  |  | | | 32.5 | For factors retained in the **Bid Data Sheet** pursuant to sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet**:  a) *Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*  Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each Bid by the Purchaser on the basis of published tariffs by the road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price. | |
|  |  | | |  | b) *Delivery schedule*.   1. The Procuring and Disposing Entity requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.   **or**  ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.  **or**  (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule. | |
| c) *Deviation in payment schedule.*  i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring and Disposing Entity may consider the alternative payment schedule offered by the selected Bidder.  **or**  ii) The SCC stipulate the payment schedule offered by the Procuring and Disposing Entity. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring and Disposing Entity, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet.**   1. *Cost of spare parts* 2. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.   **or**   1. The Procuring and Disposing Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet.** The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.   **or**   1. The Procuring and Disposing Entity will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Procuring and disposing entity or other purchasers in similar situations. Such costs shall be added to the Bid price for evaluation. | |
|  |  | | |  | 1. *Spare parts and after sales service facilities in Zanzibar.*   The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the Bidding documents, if quoted separately, shall be added to the Bid price.   1. *Operating and maintenance costs*   Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.   1. *Performance and productivity of the equipment.*   (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the Bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.  or  (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.  (h) *Specific additional criteria.*  Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications. | |
|  |  | | | 32.6 | If these Bidding documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **Bid Data Sheet.** | |
| 33. | Preference Scheme | | | 33.1 | If the **Bid Data Sheet** so specifies, the Procuring and Disposing Entity will grant a margin of preference to goods manufactured, labour force, assembled or processed etc in the Zanzibar for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Procuring and Disposing Entity that its Bid complies with the criteria specified in sub-Clause 13.3. | |
|  |  | | | 33.2 | The Procuring and Disposing Entity will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Form and Price Schedules, pursuant to ITB Clauses 14 and 15. | |
|  |  | | | 33.3 | For the purpose of granting a margin of domestic preference, Bids will be classified in one of three groups, as follows:  **a) Group A**: Bids offering goods manufactured, grown, mined or extracted within Zanzibar, for which:  (i) labor, raw materials, and components from Zanzibar account for more than thirty (30) percent of the EXW price of the goods offered; and  (ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Bid submission.  b) **Group B:** All other Bids offering goods from within Zanzibar.  c) **Group C:** Bids offering goods from overseas, which are to be directly imported. | |
|  |  | | | 33.4 | All evaluated Bids in each group will then be compared among themselves to determine the lowest evaluated Bid of each group. The lowest evaluated Bid of each group will next be compared with the lowest evaluated Bids of the other groups. If this comparison results in a Bid from Group A or Group B being the lowest, it will be selected for contract award. | |
|  |  | | | 33.5 | If, as a result of the preceding comparison, the lowest evaluated Bid is from Group C, all Group C Bids will then be further compared with the lowest evaluated Bid from Group A, after adding to the evaluated Bid price of the imported goods offered in each Group C Bid, for the purpose of this further comparison only:  a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Bid;  **Or**  b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods. | |
|  |  | | | 33.6 | If the Group A Bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Bid from Group C, as determined from the comparison under sub-Clause 33.5 above, will be selected for award. | |
| **34.** | **Determination of Lowest Evaluated Bid** | | | 34.1 | The Bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Bid. | |
| 35. | | Qualification of Bidder | | 35.1 | If specified in the **Bid Data Sheet** Post-qualification shall be undertaken. | |
|  | |  | | 35.2 | The Procuring and Disposing Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3. | |
|  | |  | | 35.3 | The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to sub-Clause 13.3, as well as such other information as the Procuring and Disposing Entity deems necessary and appropriate. Factors not included in these Bidding document shall not be used in the evaluation of the Bidders’ qualifications. | |
|  | |  | | 35.4 | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event the Procuring and Disposing Entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. | |

F. Award of Contract

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| 36. | | Criteria of Award | 36.1 | Subject to ITB Clause 35 and 37, the Procuring and Disposing Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding document and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be:   1. eligible in accordance with the provisions of ITB Clause 3; 2. is determined to be qualified to perform the Contract satisfactorily; and 3. successful negotiations have been concluded, if any. |
|  | |  | 36.2 | If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package” basis, the lowest evaluated Bid price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Bidders for award of more than one Contract. |
| **37.** | **Negotiations** | | 37.1 | Negotiations may be undertaken with the lowest evaluated Bid relating to the following areas:   * + 1. a minor alteration to the technical details of the statement of requirements;     2. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding document;     3. a minor amendment to the special conditions of Contract;     4. finalizing payment arrangements;     5. delivery arrangements;     6. the methodology; or     7. clarifying details that were not apparent or could not be finalized at the time of bidding. |
|  |  | | 37.2 | Where negotiation fails to result into an agreement, the Procuring and Disposing Entity may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring and Disposing Entity shall not reopen earlier negotiations. |
| 38. | | **Procuring and Disposing Entity**’s Right to Accept or to Reject any or All Bids | 38.1 | Notwithstanding ITB Clause 36, the Procuring and Disposing Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. |
|  | |  | 38.2 | Notice of the rejection of all Bids shall be given promptly to all Suppliers that have submitted Bids. |
|  | |  | 38.3 | The Procuring and Disposing Entity shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds. |
| 39. | | **Procuring and Disposing Entity’s Right to Vary Quantities at the Time of Award** | 39.1 | The Procuring and Disposing Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding document (schedule of requirements) provided this does not exceed by the percentage indicated in the **Bid Data Sheet**, without any change in unit price or other terms and conditions of the Bid and Bidding document. |
| 40. | | Notification of Award | 40.1 | Prior to awarding of the contract, the Purchaser shall issue a notice of intention to award the contract to all Bidders who participated in the Bidding in question giving them ten (10) working days within which to submit complaints if any. Where the unsuccessful Bidder wishes to ascertain the grounds on which its Bid was not selected, the Purchaser will have to respond promptly in writing by citing grounds for rejection of its Bid without disclosing information about other Bidders. |
|  | |  | 40.2 | Where no complaints have been lodged or any objections have been received, the Bidder whose Bid has been accepted will be notified of the award through the Letter of Acceptance prior to expiration of the Bid validity period. The Letter of Acceptance will state the sum that the Purchaser will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract. |
|  | |  | 40.3 | The notification of award will constitute the formation of the Contract subject to furnishing the Performance Security in accordance with ITB 42 [Performance Security] and signing the Contract in accordance with ITB 41 [Signing of Contract]. |
|  | |  | 40.4 | Upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 42 [Performance Security], the Purchaser will promptly notify unsuccessful Bidders, the name of the winning Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the unsuccessful Bidders pursuant to ITB 18.7 [Bid Security]. |
| 41. | | Signing of Contract |  | After receiving the approval of draft contract from Attorney General (AG) and other relevant authorities, the Purchaser and the successful Bidder within fourteen (14) working days shall be required to sign the contract. |
|  | |  |  | Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring and Disposing Entity. |
| 42. | | Performance Security | 42.1 | Within thirty (30) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring and Disposing Entity a Performance Security in the amount and in the form stipulated in the **Bid Data Sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of the Contract.  The Performance Security shall be issued by reputable financial institution and denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:   1. an unconditional guarantee issued by a bank; or 2. any other form of security specified in the **Bid Data Sheet.**   If the unconditional guarantee is issued by Bank located outside Zanzibar, the issuer shall have a correspondent financial institution located in Zanzibar to make it enforceable. In the case of a bank guarantee, the Performance Security shall be submitted either using the Performance Security Form included in Section VII, Contract Forms. The Performance Security shall be valid for thirty days 28 beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB** 17.2. |
|  | |  | 42.2 | If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:   1. at the Bidder's option, by a bank or insurance firm located in the United Republic of Tanzania or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania,   **OR**  b) With the consent of the Procuring and Disposing Entity, directly by a foreign bank acceptable to the Procuring and Disposing Entity. |
|  | |  | 42.3 | Failure of the successful Bidder to comply with the requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring and Disposing Entity may make the award to the next lowest evaluated Bidder or call for new Bids. |
| **43.** | **Advance Payment** | | 43.1 | The Procuring and Disposing Entity will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the **Bid Data Sheet**. |
|  |  | | 43.2 | The Procuring and Disposing Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Bid Data Sheet**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section VII – Contract Form. |
| **44.** | **Adjudicator** | | 44.1 | The Procuring and Disposing Entity proposes the person named in the **Bid Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Bid Data Sheet**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring and Disposing Entity has not agreed on the appointment of the Adjudicator the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party. |
| 45. | **Fraud, Corruption, Coercion, Collusion and Obstructive Practices** | | 45.1 | The Government requires that Procuring and Disposing Entities as well as Service Providers under the Public 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:-   1. “ corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 2. “ coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ; 3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; 4. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; 5. "obstructive practice" is:   (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a official investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or  (bb) acts intended to materially impede the exercise of the official inspection and audit rights.  Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract;   1. Declare a company ineligible for a period not exceeding five years, to be awarded a public-financed contract if it at any time it determines that the company has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract |
|  |  | | 45.2 | The Revolutionary Government of Zanzibar reserves the right, where a firm has been found by international organization to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a period to be determined by the Authority. |
|  |  | |

**G. Reconsideration, Review and Appeal**

|  |  |  |  |
| --- | --- | --- | --- |
| **46.** | **Review of Procurement Decisions** | 46. | A Bidder who is aggrieved by a decision of a Procuring and Disposing Entity may make complaints in accordance with procedures prescribed in PART EIGHT (VIII) of the Public Procurement and Disposal of Public Assets Act No 11 of 2016. |

## SECTION II: BID DATA SHEET (BDS)

**Bid Data Sheet**

The following specific data for the goods 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.

|  |  |  |
| --- | --- | --- |
| **ITB Clause Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** | |
| **1.1** | Name of Procuring and Disposing Entity: [*insert: name of Procuring and Disposing Entity*].  The subject of procurement is: [*describe the goods to be provided using this Contract and the location where the goods are to be provided*]  Period for supply of goods: [*insert: expected duration of which this Contract is intended to be*]  Commencement date for supply of Goods: [*insert: starting date*] | |
| **1.2** | Completion date for supply of the Goods: [*insert: completion date*] |
| **2.1 & 2.2** | Financial year for the operations of the Procuring and Disposing Entity: [*insert: year*]  Name of Project [*insert: name and summary description of the Project]*  Name and identification number of the Contract:[*insert: name and identification number of the Contract*]  Name of financing institution *[insert name if any]*  Payments shall be made directly by *[insert name of the Procuring and Disposing Entity or Financing Institution]* to the supplier for each call-order. |
| **3.1** | Joint Venture is applicable…………… [*Insert: “NO” or “YES”*] |
| **4.1** | Ineligible country(s) is or are [*list*] |
| **4.6** | Demonstration of authorization by manufacturer [*required or not required*] |

**B. Bidding Documents**

|  |  |
| --- | --- |
| **7.2** | The number of copies to be completed and returned [*specify*] |
| **8.1** | The address for clarification of Bidding documents is [*insert full address*] |
| **8.2** | Period to respond to request for clarification *(insert days)*  Period prior to deadline for submission of Bids for the Bidders to request clarifications *(insert days)* |

**C. Preparation of Bids**

|  |  |
| --- | --- |
| **10.1** | The Language of all correspondences and documents related to the Bid is: [*specify*] |
| **11.1 (h)** | In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid :  [*insert: any additional relevant document(s) as required*] |
| **12.3 (c)** | The information required from Bidders in ITB Clause 12.3 is modified as follows: [*list any additions, otherwise write “none”*]. |
|  |  |
| **13.3 (b)** | The qualification criteria required from Bidders in ITB Clause 13.3(b) is modified as follows: [*list criteria*]. |
| **15.6 (a)**  **(iii), (iv) (optional)** | The price quoted shall be .  *[Specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW.]* |
| **15.6 (b)**  **(i)** | The price quoted shall be .  *[Select, in accordance with the Schedule of Requirements, CIF named port of destination* ***or*** *CIP border point* ***or*** *CIP named place of destination.]* |
| **15.8** | The price shall be fixed  **or**  the price shall be adjustable. *[Delete the non-applicable option.]* |
| **16.1 (a)** | 1. For goods and related services originating in Zanzibar the currency of the Bid shall be *Tanzanian Shillings*; 2. For goods and related services originating outside in Zanzibar, the Bidder shall express its Bid in any convertible currency |
| **16.2** | The rates of exchange to be used by the Bidder shall be those established by the Bank of Tanzania prevailing on [*insert date 28 days before Bid* *opening*] |
| **17.1** | The Bid validity period shall be …………….. days. |
| **17.3** | The adjustment of Bid price in accordance with ITB Clause 17.3 shall be calculated on the basis of an annual increase for foreign costs of *[insert]* percent and an annual increase for local costs of *[insert]* percent. |
| **18.1** | The amount of Bid security is ……………………..  OR  The Bidder shall fill a Bid Securing Declaration form. *[Delete the non-applicable option.]* |
| **18.3 (c)** | Other forms of security are………..[*insert other forms if required]* |
| **19.1** | Alternative Bids to the requirements of the Bidding documents [*insert "will' or "will not,' as appropriate*]be permitted with respect to [*describe the alternatives to be permitted, or delete, as appropriate*] |
| **20.1** | The number of copies of the Bid to be completed and returnedshall be *[insert number].* |
| **20.2** | Written confirmation of authorization are……. ………[*list*] |

**D. Submission of Bids**

|  |  |
| --- | --- |
| **21.2 (a)** | Bid shall be submitted [*specify the Procuring and Disposing Entity’s address* below]  Location address. …………………………………………..  Building Name /No. ………………………………………….  Floor/Room No. ……………………………………………  Town.. ……………………………………………………… |
| **21.2 (b)** | Project name…………………………………………………  IFB title and number………………………………………....  Time and date for submission……………………………….. |
| **22.1** | The deadline for Bid submission is   1. Day …………………………. 2. Date…………………………. 3. Time ………………………… |
|  | **E. Opening and Evaluation of Bids** |
| **25.1** | The Bid opening shall take place at:  Location address …………………………………………….  Building Name /No. ………………………………………….  Floor/Room No. ……………………………………………  Town …………………………………………………..  Country ……………………………………………….  Day ……………………………………………………  Date …………………………………………………….  Time ……………………………………………………. |
| **31.2** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is ……………………………………………  The source of exchange rate shall be …………………………….  The date of exchange rate shall be ………………………………... |
| 32.4 | Criteria for Bid evaluation.  *[Select as appropriate from criteria listed in ITB Clause 32.4 (e.g., 32.4 (b) and (c)), and in the reference under ITB 32.5 below.* ***Retain* only *the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 32.5 (b) (i) and (c) (ii)).****]* |
| 32.4 (h) | Other specific criteria are [*list*] |
| 32.5 (a) | Inland transportation from EXW/port of entry/border point to *[name of Project site(s)]*, and insurance and incidentals.  Bidder shall furnish:  • estimated dimensions and shipping weight of each package.  • approximate EXW/CIF/CIP value of each package.  *[This information is not required when the Bidder is invited to submit a Bid in accordance with ITB Clause 15.6 (a) (iii) or ITB Clause 15.6 (b) (iv).]* |
| **32.5 (b)**  **Option (i)**  **Option (ii)**  **Option (iii)** | Delivery schedule.  Relevant parameters in accordance with option selected:  adjustment expressed as a percentage,  **or**  adjustment expressed in an amount in the currency of Bid evaluation,  **or**  adjustment expressed as a percentage |
| **32.5 (c) (ii)** | Deviation in payment schedule [*insert “is” or “is not” applicable*].  Annual interest rate [*insert rate*] |
| **32.5 (d)** | Cost of spare parts.  *[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]* |
| **32.5(e)** | Spare parts and after sales service facilities in Zanzibar.  *[Minimum service facilities and parts inventories* ***or*** *reference to the Technical Specifications.]* |
| 32.5 (f) | Operating and maintenance costs.  Factors for calculation of the life cycle cost:  number of years for life cycle *[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]*;  operating costs *[e.g., fuel and/or other input, unit cost, and annual and total operational requirements]*;  maintenance costs *[e.g., spare parts—without duplication of above Clause 32.5 (d) requirements—and/or other inputs]*; and  rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.  **or**  Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding documents. |
| **32.5 (g)** | Performance and productivity of equipment.  *[Specify the applicable procedure and the adjustment factor (in the currency used for Bid evaluation, as applicable), as require*d.*]* |
| **32.5 (h)** | Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications. |
| **32.6** | Incase of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is [*insert the methodology*] |
| **33.1** | a) Domestic preference to apply.  b) The application methodology shall be ……………… |
| **35.1** | Post-qualification shall be carried out using the following requirements:   1. Financial Capability   The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): *[list th requirement(s)]*   1. Experience and Technical Capacity   The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*   1. The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]* 2. Nonperforming Contracts: The Tenderer shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five *[insert number]* years prior to the deadline for submission of Tenders.   The Tenderer shall furnish documentary evidence to demonstrate that litigation did not occur within the last five *[insert number]* years prior to the deadline for submission of Tenders. All pending litigation shall in total not exceed 10% of the Tenderer’s net worth. |
|  | **F. Contract Award** |
| **39.1** | Percentage for quantity increase or decrease is [*insert percentage*]. |
| **42.1** | If applicable the Performance Security shall be [*insert: amount between 10 and 20 percent of the Contract Price*] |
| **43.1** | The Advance Payment shall be limited to [*insert: percent of the Contract Price*]. |
| **43.2** | Maximum amount of Advance payment shall be [*insert: amount*] |
| **44.1** | The Adjudicator proposed by the Procuring and Disposing Entity is [*insert: name and address*].  The hourly fee for this proposed Adjudicator shall be [*insert: amount and currency*].  The biographical data of the proposed Adjudicator is as follows: [*provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary*]. |

## SECTION III: BIDDING FORMS

*Table of Bidding Forms*

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7. Price schedule for Goods and Related Services 7
8. Form of Qualification Information 8

### 1. Form of Bid

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

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

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

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 9
2. We offer to supply in conformity with the Bidding Document and in accordance with the response times specified in the Schedule of Requirements the following Goods and Related Services under a framework contract arrangement *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if alternative response times are is proposed]*;
3. We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Goods, with the exception of any guaranteed minimum value;
4. The total price of our Bid, excluding any discounts offered in item (e) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
5. 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]*;

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

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

1. 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;
2. 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
3. If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
4. 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];*
5. 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;
6. 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;
7. We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Procuring and Disposing Entity;
8. We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Zanzibar from participating in public procurement;
9. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate “none.”] ]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Recipient** | **Address** | **Reason** | **Amount & Currency** |
|  |  |  |  |
|  |  |  |  |

(l) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest bid 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 tender for and on behalf of: *[insert complete name of Bidder]*

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

### 2. Standard Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year*],

WE the undersigned [*insert name of the company/donor*] of *[insert address of the company/donor*], by virtue of authority conferred to us by the Board Resolution Noof day of [*insert year*], do hereby ordain nominate and appoint [*insert name of donee*] of [*insert address of the donee*] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of bid No. *[insert bid number*] that is to say;

To act for the company and do any other thing or things incidental for [*insert bid Number*] of *[insert description of procurement]* for the [*insert name of the Procuring and Disposal Entity*];

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

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

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

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

**SEALED** and **DELIVERED** by the

Common Seal of [*insert name of the donor/coy]*

This *[insert date, month and year*]

**DONOR**

**BEFORE ME:**

**COMMISSIONER FOR OATHS**

**ACKNOWLEDGEMENT**

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

SIGNED AND DELIVERED by the said

*[insert name of donee]* Identified to me by

*[insert name of doner]*

The latter known to me personally

This *[insert date, month and year],* ***DONEE***

**BEFORE ME:**

**COMMISSIONER FOR OATHS**

3. Form of Bid Security

**(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letter head or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

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

**Date:***[Insert date of issue]*

**BID GUARANTEE No.:***[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_\_\_\_\_\_\_

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

### 4. Bid-Securing Declaration

*[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 and address 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 Purchaser for the period of time of *[insert* ***number of months or years****]* starting on *[insert* ***date****],* 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 acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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) thirty (30) 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.]*

### 5. Manufacturer’s Authorization Form

Date………………………

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

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

do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against IFT 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 17 of the General Conditions of Contract 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.

### 6. Undertaking by Bidder On Anti – Bribery Policy / Code Of Conduct and Compliance Programme

**UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

|  |  |
| --- | --- |
| (1) | Each Bidder must Submit a statement, as part of the Bid documents, with either of the following text (Format 1 or Format 2). |

MEMORANDUM (Format 1)

**[ *The Public Procurement and Disposal of Public Assets Act No. 11 of 2016 –Section 89(2)]***

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:

MEMORANDUM (Format 2)

**[ *The Public Procurement and Disposal of Public Assets Act No. 11 of 2016 –Section 89(2)]***

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:

### 7. Price Schedules for Goods and Related Services

#### (a) Price Schedule for Goods Offered from Abroad

Name of Bidder

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Item | Description | Country of origin | Quantity | Unit price2 cif port of entry (specify port) or cip named place  (specify border point or place of destination) | Total cif or cip price per item  (col. 4 x 5) | Unit price of inland delivery to final destination and unit price of other incidental services | Import duties, sales taxes, VAT | Total Price TZS |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Grand Total | | | | | | | |  |

Name ……………………………………………………………….. in the capacity of ……………………………………….

Signature of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of ………………………………………………………

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

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

#### (b) Price Schedule for Domestic Goods Offered from Zanzibar.

Name of Bidder

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|  | Item | Description | Country of origin | Quantity | Unit price1 exw per item | Total price exw per item  (cols. 4 x 5) | Total Price TZS |
| A |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| B | Cost of local transport of all goods to the final destination | | | | | |  |
| C | Insurance (if required) | | | | | |  |
| D | Total Cost (A+B+C) | | | | | |  |
| E | VAT of Total Cost | | | | | |  |
|  | Grand Total (D+E) | | | | | |  |

Name ……………………………………………………………….. in the capacity of ……………………………………….

Signature of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of ………………………………………………………

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

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

### 8. Form of Qualification Information

|  |  |
| --- | --- |
| **1. Individual Bidders or Individual Members of Joint Ventures** | 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 TZS or any other currencies specified in BDS.  1.3 Service performed as prime Supplier on the provision of Services of a similar nature and volume over the last *[insert period]* year. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work underway or committed, including expected completion date. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project Name | Name of Procuring and Disposing Entity, Country and Contact Person | Description of Services provided | Start and completion date | Value of Contract |
| (i)  (ii) |  |  |  |  |

|  |  |
| --- | --- |
|  | 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.*[if applicable]* |

|  |  |  |  |
| --- | --- | --- | --- |
| 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. 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 (general) | Years of experience in proposed position |
| (i)  (ii) | |  |  |  |

|  |  |
| --- | --- |
|  | 1.6 Proposed subcontracts and firms involved. Refer to Clause 23 of General Conditions of Contract *[if applicable].* |

|  |  |  |  |
| --- | --- | --- | --- |
| Sections of the Services | Value of Subcontract | Subcontractor  (name and address) | Experience in providing similar Services |
| (i)  (ii) |  |  |  |

|  |  |
| --- | --- |
|  | 1.7 Financial reports for the last *(insert period)* years: balance sheets, profit and loss statements, auditors’ reports, etc. 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. Provide name, address, and telephone numbers of banks that may provide references if contacted by the Procuring and Disposing Entity.  1.9 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 litigation award | Amount involved |
| (i)  (ii) |  |  | |  |

|  |  |
| --- | --- |
|  | 1.10 Statement of compliance with the requirements of Clause 3.4 of the Instructions to Bidders.  1.11 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding documents *[if applicable].* |
| **2. Joint Ventures** | 2.1 The information listed in 1.9 and 1.10 above shall be provided for each partner of the joint venture.  2.2 Attach the Power of Attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture  2.3 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. Additional Requirements** | 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].* |

# **PART 2 - SUPPLY REQUIREMENTS**

## SECTION IV: SCHEDULE OF REQUIREMENTS

### 1. List of Supplies and/or Related Services

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The quantity shown below is the estimated quantity which will be purchased under the contract. Goods will be purchased by call-off orders in accordance with the contract.

The Procuring and Disposing Entity shall purchase Goods with a minimum value of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

| **Item number** | **Brief Description of Supplies and Related Services** | **Estimated Quantity** | **Unit of Measure** |
| --- | --- | --- | --- |
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The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The response time shall commence from the date of each call-off order. The Service Provider shall meet the response times for any call-off order, subject to the limitations in the contract.

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

| **Item number** | **Brief Description of Supplies or Related Services** | **Response Time**  *(days/wks/mths)* | **Delivery Point/ Site** |
| --- | --- | --- | --- |
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3. Specification and Compliance Sheet

Procurement Reference Number:

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

| **Item No.** | **Technical Specification required including applicable standards** | **Compliance of specification  offered** |
| --- | --- | --- |
| ***a*** | ***b*** | ***c*** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** |  |  |
| **7** |  |  |
| **8** |  |  |

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

4. Drawings

Procurement Reference Number:

| **List of related Drawings** | | |
| --- | --- | --- |
| **Drawing number** | **Drawing name** | **Purpose** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

5. Inspections and Tests

Procurement Reference Number:

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

# **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

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**General Conditions of Contract**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1.** | | **Definitions** | | 1.1 | | | In this Contract, the following terms shall be interpreted as indicated: | | |
|  | |  | |  | | (a) | | “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. | |
|  | |  | |  | | | (b) | “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract | |
|  | |  | |  | | | (c) | “The Contract Price” means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations. | |
|  | |  | |  | | | (d) | “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract. | |
|  | |  | |  | | | (f) | “The Related Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. | |
|  | |  | |  | | | (g) | “GCC” means the General Conditions of Contract contained in this section. | |
|  | |  | |  | | | (h) | “SCC” means the Special Conditions of Contract. | |
|  | |  | |  | | | (i) | “The Purchaser” means the entity purchasing the Goods and related service, as **named in SCC.** | |
|  | |  | |  | | | (j) | “The Supplier” means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Purchaser and is named in **SCC**, and includes the legal successors or permitted assigns of the supplier. | |
|  | |  | |  | | | (k) | “The Project Site” where applicable, means the place or places **named in SCC.** | |
|  | |  | |  | | | (l) | “Supplies” means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies | |
|  | |  | |  | | | (m) | “Call-Off Order” is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser. | |
|  | |  | |  | | | (n) | “The Framework Agreement” is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call –offs) can be made throughout the term of the Agreement. | |
|  | |  | |  | | | (o) | “Standing Offer” mean the Supplier agrees to provide the Goods from time to time and when authorized by the Purchaser by the issue of Call –off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract | |
|  | |  | |  | | | (p) | “Day” means calendar day. | |
| **2.** | | **Application** | | 2.1 | | | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. | | |
|  | |  | | 2.2 | | | These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract. | | |
| **3.** | | **Nature and Period of Contract** | | 3.1 | | | The type of Contract is a Standing Offer Agreement | | |
|  | |  | | 3.2 | | | The Contract is a Framework Contract, the Period of the Contract is **Stated in the SCC.** The Contract shall Commence in accordance with the **nomination in the SCC,** being either a specific date or the Date of acceptance | | |
| **4.** | | **Governing Language** | | 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 **specified in SCC**. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation. | | |
| **5.** | | **Applicable Law** | | 5.1 | | | The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise **specified in SCC.** | | |
| **6.** | | **Country of Origin** | | 6.1 | | | The origin of Goods and Services is distinct from the nationality of the Supplier. | | |
| **7.** | | **Standards** | | 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.** | | **Use of Contract Documents and Information; Inspection and Audit** | | 8.1 | | | The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. | | |
|  | |  | | 8.2 | | | The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract. | | |
|  | |  | | 8.3 | | | Any document, other than the Contract itself, enumerated in GCC Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser. | | |
|  | |  | | 8.4 | | | The Supplier shall permit the Revolutionary Government of Zanzibar 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 Revolutionary Government of Zanzibar or / and the appropriate donor agencies, if so required by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies. | | |
| **9.** | | **Patent and Copy Rights** | | 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 Zanzibar. | | |
|  | |  | | 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.** | | **Performance Security** | | 10.1 | | | If required, within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC.** | | |
|  | |  | | 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 a form of Bank Guarantee. | | |
|  | |  | | 10.4 | | | The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**. | | |
|  | |  | | 10.5 | | | Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price. | | |
| **11.** | | **Review Meetings, Reports, Inspections and Tests** | | 11.1 | | | The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC and the Technical Specifications shall specify what inspections and tests** 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 | | | Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties. | | |
|  | |  | | 11.6 | | | The Purchaser’s right to inspect, test and, where necessary, reject Goods after the Goods’ arrival in the Purchaser’s country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods’ shipment from the country of origin. | | |
|  | |  | | 11.7 | | | Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract. | | |
| **12.** | | **Packing** | | 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, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser. | | |
| **13.** | | **Delivery and Documents** | | 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 **specified in SCC.** | | |
|  | |  | | 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 **specified in SCC.** | | |
| **14.** | | **Insurance** | | 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 **specified in the SCC.** | | |
| **15.** | | **Transportation** | | 15.1 | | | Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS | | |
| **16.** | | **Incidental Services** | | 16.1 | | | The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**: | | |
|  | |  | |  | | | (a) | Performance or supervision of on-site assembly and / or start-up of the supplied Goods; | |
|  | |  | |  | | | (b) | Furnishing of tools required for assembly and /or maintenance of the supplied Goods; | |
|  | |  | |  | | | (c ) | Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; | |
|  | |  | |  | | | (d) | Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and | |
|  | |  | |  | | | (e) | Training of the Purchaser’s personnel, at the Supplier’s plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods. | |
|  | |  | | 16.2 | | | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. | | |
| **17.** | | **Spare Parts** | | 17.1 | | | As **specified in SCC**, 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: | |
|  | |  | |  | | |  | 1. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and 2. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. | |
| **18.** | | **Warranty** | | 18.1 | | | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser’s 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 Zanzibar. | | |
|  | |  | | 18.2 | | | This warranty shall remain valid for a period specified in the **SCC** 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 a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**. | | |
|  | |  | | 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 **specified in SCC** 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 **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. | | |
| **19.** | | **Payment** | | 19.1 | | | The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract. | | |
|  | |  | | 19.2 | | | The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. | | |
|  | |  | | 19.3 | | | Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate **specified in the SCC.** | | |
|  | |  | | 19.4 | | | The currency or currencies in which payment is made to the Supplier under this Contract shall be as **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier’s tender. | | |
|  | |  | | 19.5 | | | All payments shall be made in the currency or currencies **specified in the SCC** | | |
| **20.** | | **Prices** | | 20.1 | | | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. | | |
|  | |  | | 20.2 | | | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser’s request for bid validity extension, as the case may be. | | |
| **21.** | | **Estimated Quantities and Change Orders** | | 21.1 | | | The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time. | | |
|  | |  | | 21.2 | | | The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract any one or more of the following: | | |
|  | |  | |  | | | (a) | Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; | |
|  | |  | |  | | | (b) | The method of shipment or packing; | |
|  | |  | |  | | | (c) | The place of delivery; and / or | |
|  | |  | |  | | | (d) | The Services to be provided by the Supplier. | |
|  | |  | | 21.3 | | | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order. | | |
|  | |  | | 21.4 | | | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. | | |
| **22.** | | **Contract Amendments** | | 22.1 | | | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. | | |
| **23.** | | **Assignment** | | 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.** | | **Subcontracts** | | 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 GCC Clause 3. | | |
| **25.** | | **Delays in the Supplier’s Performance** | | 25.1 | | | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. | | |
|  | |  | | 25.2 | | | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. | | |
|  | |  | | 25.3 | | | Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages. | | |
| **26.** | | **Liquidated Damages** | | 26.1 | | | Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct form the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** 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 **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27. | | |
| **27.** | | **Termination for Default** | | 27.1 | | The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. | | | |
|  | |  | | 27.2 | | Fundamental breaches of Contract shall include, but shall not be limited to the following: | | | |
|  | |  | |  | | a) | | | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or |
|  | |  | |  | | b) | | | The Supplier fails to perform any other obligation(s) under the Contract; |
|  | |  |  | | | c) | | | The supplier has abandoned or repudiated the contract. |
|  | |  |  | | | d) | | | The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
|  | |  |  | | | e) | | | A payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment; |
|  | |  |  | | | f) | | | The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and |
|  | |  |  | | | g) | | | the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract. |
|  |  | | | |  |  | | | For the purpose of this clause:   1. “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; 2. “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; 3. “collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice |
|  |  | | | |  | 1. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; 2. “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act; | | | |
|  |  | | | | 27.2 | In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. | | | |
| **28.** | **Force Majeure** | | | | 28.1 | Notwithstanding the provisions of GCC Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. | | | |
|  |  | | | | 28.2 | For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes. | | | |
|  |  | | | | 28.3 | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing 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.** | **Termination for Insolvency** | | | | 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.** | **Termination for Convenience** | | | | 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.** | **Disputes** | | | | 31.1 | If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. | | | |
|  |  | | | | 31.2 | If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication. | | | |
|  |  | | | | 31.3 | If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision. | | | |
| **32.** | **Procedure for Disputes** | | | | 32.1 | The Adjudicator stated in the **SCC** 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 **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision will be final and binding. | | | |
|  |  | | | | 32.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**. | | | |
| **33.** | **Replacement of Adjudicator** | | | | 33.1 | Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within 14 days of receipt of such request. | | | |

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| **34.** | **Limitation of Liability** | 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.** | **Notices** | 35.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party’s address **specified in SCC**.. | |
|  |  | 34.2 | A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| **36.** | **Taxes and Duties** | 36.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Zanzibar. | |
|  |  | 36.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zanzibar, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. | |
|  |  | 36.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. | |

## SECTION VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

**Special Conditions of Contract**

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

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| **SCC Clause Number** | **GCC Clause Number** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** | |
|  | **Definitions (GCC Clause 1)** | | |
| 1. | 1.1(i) | The Procuring and Disposing Entity is: [*Name and address*] | |
| 2. | 1.1(j) | The Supplier is: [*Name and address*] | |
| 3. | 1.1(k) | The Project Site is: [*if applicable*] | |
|  | **Nature of Contract and Governing Language (GCC Clause 3 and 4)** | | |
| 4. | 3.2 | The Framework Contract period is [ *insert period normally 12 months*]  The Contract commences from:……………… [*insert commencement date*]. |
| 5. | 4.1 | The Governing Language shall be: ……… | |
|  | **Applicable Law (GCC Clause 5)** | | |
| 6. | 5.1 | The Applicable Law shall be: Laws of the ……………… | |
|  | **Performance Security (GCC Clause 10)** | | |
| 7. | 10.1 | The amount of performance security, as a percentage of the Contract Price, shall be: *[between (10) and (20) percent of the Contract Price]*  *[The following provision should be used in the case of Goods having warranty obligations.]* | |
| 8. | 10.4 | *[The following provision should be used if its applicable in the case of Goods having warranty obligations.]*  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. | |
|  | **Review Meetings, Reports, Inspections and Tests (GCC Clause 11)** | | |
| 9. | 11.1 | Inspection and tests prior to shipment of Goods and at final acceptance are as follows:  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 and Disposing Entity in order to ensure that the goods are manufactured in compliance with the contract. | |
|  | **Packing (GCC Clause 12)** | | |
| 10. | 12.2 | The following SCC shall supplement GCC Clause 11.2:  The Goods shall be packed properly in accordance with standard export packing specified by the Procuring and Disposing Entity in the Technical Specification. | |
|  | **Delivery and Documents (GCC Clause 13)** | | |
| 11. | 13.4, 13.6 | **For Goods supplied from abroad:**  Upon shipment, the Supplier shall notify the Procuring and Disposing 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:  Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc].*  The above documents shall be received by the Procuring and Disposing Entity at least ………….(*insert numbers of days/weeks)* 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  *[Other similar documents should be listed, depending upon the Incoterm retained.]* | |
|  |  | **For Goods from within Zanzibar:**  Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring and Disposing Entity and mail the following documents to the Procuring and Disposing Entity:  *[insert the required documents, such as seaway bill, an airway bill, a road consignment note, insurance certificate, Manufacturer’s and Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details, certificate of country of origin etc]*  The Procuring and Disposing Entity shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. | |
|  | **Insurance (GCC Clause 14)** | | |
| 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. | |
|  | **Incidental Services (GCC Clause 16)** | | |
| 13. | 16.1 | Incidental services to be provided are:  *[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the bd price or agreed with the selected Supplier shall be included in the Contract Price.]* | |
|  | **Spare Parts** | | |
| 14. | 17.1 | Additional spare parts requirements are:  (*insert the list of additional spare parts if applicable )* | |
|  | **Warranty (GCC Clause 18)** | | |
| 15. | 18.2 | GCC 18.2—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,  **or**  (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. | |
| 16. | 18.4& 18.5 | The period for correction of defects in the warranty period is: …………. | |
|  | **Payment (GCC Clause 19)** | | |
| 17. | 19.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment of foreign currency portion shall be made in ( ) *[currency of the Contract Price]* in the following manner:  (i) **Advance Payment:** ……. percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.  (ii) **On Shipment:** ------- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.  (iii) **On Acceptance:** …….. 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.  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. | |
|  |  | **Payment for Goods and Services supplied from within Zanzibar:**  Payment for Goods and Services supplied from within the Zanzibar/ Tanzania shall be made in Tanzanian Shillings, as follows:  (i) **Advance Payment:** …… percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.  (ii) **On Delivery:** …….. percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.  (iii) **On Acceptance:** The remaining ……. percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. | |
| 18. | 19.3 | Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be [*insert: rate*]**.** | |
|  | 19.4 & 19.5 | The currency or currencies in which payment is made to the Supplier under this Contract shall be ……………………………… | |
|  | **Prices (GCC Clause 20)** | | |
| 19. | 20.2 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC.  *[To be inserted* ***only*** *if price is subject to adjustment.]* | |
|  | **Liquidated Damages (GCC Clause 26)** | | |
| 20. | 26.1 | Applicable rate: 0.1 - 0.2 per cent per day of undelivered materials/good’s value.  Maximum deduction is equal to the performance security: *[Insert Percentage]* | |
|  | **Procedures for Disputes (GCC Clause 32)** | | |
| 21. | 32.1 | The Adjudicator shall be [*insert: name of the Adjudicator*] | |
| 22. | 32.2 | Rate of the Adjudicator fees shall be [*insert: rate*] | |
| 23. | 32.3 | Arbitration institution shall be [*insert: institution*]  Place for carrying out Arbitration [*insert: full address of the place/location*] | |
| 24. | 33.1 | Appointing Authority for the Adjudicator [ *insert: Authority*] | |
|  | **Notices (GCC Clause 35)** | | |
| 25. | 35.1 | —Procuring and Disposing Entity’s address for notice purposes:  —Supplier’s address for notice purposes: | |

## SECTION VII: FORMS OF CONTRACT

Table of Forms of Contract

1. Letter of Acceptance 1
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### 1. Letter of Acceptance

[*Letterhead paper of the Purchaser*]

[*date*]

*Letter of Acceptance*

To: *[name and address of the Service provider]*

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

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

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 44 of the Instructions to Bidders

*[Delete this paragraph if not applicable]* You are requested to furnish the Performance Security within thirty (30) days in accordance with the Conditions of Contract.

Authorized Signature: ……………………………………………………..

Name and Title of Signatory: …………………………………………………….

Name of Agency: ………………………………………………………

Attachment: Contract: ………………………………………………………

### 2. Performance Security Form

Date………………………

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

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_\_\_ to supply *[description of goods and services] (*hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, 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]*

### 3. Sample Agreement

**For a Framework Contract**

**Procurement Reference No:**

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

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract document:

1. The Letter of Acceptance;
2. The Form of Bid;
3. The Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring and Disposing Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The quantities of goods specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.

6. The Purchaser shall order from the Supplier all the goods specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any goods are urgently required in an emergency situation and the Supplier is unable to deliver such goods within the period required by the Purchaser.

7. The Purchaser guarantees to order at least the value of goods specified as the minimum value in the Schedule of Requirements.

8. Any goods to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 16, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 16.

9. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

10. Call-off orders are subject to the following limitations and exceptions:

(a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the goods, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the goods;

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

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

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Purchaser)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Supplier)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### 4. Bank Guarantee for Advance Payment

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:***[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:**  *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*() *[insert amount in words][[1]](#footnote-1)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[name of bank or financial institution]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[address]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[date]*

5. Call-Off Order

**Under a Framework Contract**

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

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

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

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

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

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

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

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

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

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

**Authorised by:**

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Position: |  |

# **INVITATION FOR BIDS (IFB)**

[Insert Name of Procuring and Disposal Entity (PDE)]

**[*Insert logo*]**

**Bid No. …………………….**

**for**

**[*Insert title or brief description of the works*]**

**Invitation for Bids**

Date: ……………………………………….

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

or

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

1. The [*Insert the name of the Employer* ] now invites sealed bids from eligible suppliers for supplying of [*insert brief description of the goods to be procured*]

1. Bidding will be conducted through the [*insert method of procurement*] procedures specified in the Public Procurement and Disposal of Public Assets Act No. 11 of 2016 and is open to all eligible Bidders as defined in the Regulations unless otherwise stated in the Bid Data Sheet.
2. Interested Bidders may obtain further information from and inspect the Bidding via www.zppda.go.tz in (eproz portal) or link, eprocurement.zppda.go.tz.
3. A complete set of Bidding Document(s) in [*insert language of the Bidding document*] and additional sets may be purchased by interested Bidders through online as instructed under paragraph 5 above and upon payment of a non-refundable fee of [*insert the currency and amount*]. Payment should be settled through the following Account details:

BENEFICIARY: PUBLIC PROCUREMENT

BANK NAME: PEOPLE BANK OF ZANZIBAR

ACCOUNT No: 0406588000.

SWIFT CODE: PBZTZTZXXX

1. All bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount and currency in case of a Bid Security*.
2. All Bids must submit online through www.zppda.go.tz in (eproz) or link, eprocurement.zppda.go.tz , Properly filled, and must be summited 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].*
3. Late bids, portion of bids, bids not received, and bids not opened and not read out in public at the bids opening ceremony shall not be accepted for evaluation irrespective of the circumstance.
4. Noted: Any bidder who has interest with this bid should be visited at Public Procurement and Disposal of Public Assets Authority’s office at Mazizini Takwimu House for registration and information of E-Procurement.

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

1. [↑](#footnote-ref-1)