



**PUBLIC PROCUREMENT AND DISPOSAL
OF PUBLIC ASSETS AUTHORITY
ZANZIBAR**

Standard Bidding Document

National and International Competitive Bidding

**Procurement of General
Goods**

JULY 2021

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 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, 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:

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PUBLIC PROCUREMENT AND DISPOSAL
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PROCUREMENT DOCUMENTS
**Bidding Document for
Procurement of Goods**

Procurement of:

[insert identification of the Goods]

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NCB/ICB No: _____

[insert reference number as per procurement plan]

Project: _____

Purchaser: _____

Issued on: _____

Zanzibar

[insert date when document was issued to bidders]

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. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. 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 Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

PART 2 – SUPPLY REQUIREMENTS

Section V. 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 VI. 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 VII. 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 VIII. 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.

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PART 1 – Bidding Procedures

Section I: Instructions to Bidders (ITB)

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A. Introduction

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 as specified in the **Bid Data Sheet** and Section V, Technical Specification. The successful Bidder will be expected to supply the goods 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 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 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**, 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**.
3. **Eligible Bidders**
 - 3.1 A Bidder may be a natural person, private entity, government-owned entity, 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 tender is called under International Competitive Bidding, all Bidders must be registered by the Authority. Failure to register is sufficient ground for disqualification in public tender.
 - 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:

- a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the 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.
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

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

4.1 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**.

4.2 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.
- 4.3 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.
- 4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
- 4.5 To establish the eligibility of the supplies and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
- 4.6 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**
- 5.1 A firm shall submit only one Bid, in the same Bidding process, either individually as a Bidder or as a partner in a joint venture.
- 5.2 No firm can be a subcontractor while submitting a Bid individually or as a partner of a joint venture in the same Bidding process.
- 5.3 A firm, if acting in the capacity of subcontractor in any Bid, may participate in more than one Bid but only in that capacity.
- 5.4 A Bidder who submits or participates in more than one Bid in the same procurement and disposal entity (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids in which the Bidder has participated to be disqualified.
- 6. 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

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. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. 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

- 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:

- a) Form of Bid and a Price Schedule completed in accordance with ITB Clauses 14, 15, and 16;
- b) 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;
- c) Documentary evidence established in accordance with ITB sub-Clause 13.3(a) that the Bid has been authorized by the manufacturer to supply the goods in Zanzibar, where required and where the supplier is not the manufacturer of those goods;
- d) 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;
- e) Bid Security or Bid Securing Declaration furnished in accordance with ITB Clause 18;
- f) Written Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; and
- g) 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:

- a) a detailed description of the essential technical and performance characteristics of the Goods;
- b) 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;

- c) any other procurement specific documentation requirement as stated in the **Bid Data Sheet**.

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 its 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:

- a) 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.
- b) 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;
- c) 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.
- d) That, the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

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:-

- a) average annual turnover;
- b) particular experience including key production rates;
- c) financial means, etc.;
- d) personnel capabilities; and
- e) equipment capabilities.

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

- | | | |
|------------------------|------|--|
| 14. Form of Bid | 14.1 | 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 | 15.1 | 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. |
| | 15.2 | All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the 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. |
| | 15.3 | 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. |
| | 15.4 | The Bidder shall quote any unconditional discounts and the methodology for their application in the Form of Bid. |
| | 15.5 | 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 |
| | 15.6 | Prices indicated on the Price Schedule shall be entered separately in the following manner: <ol style="list-style-type: none">a) For goods offered from within Zanzibar.<ol style="list-style-type: none">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
 - B. 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:-**
 - i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the **Bid Data Sheet**
 - ii) 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**

- i) The price of the related services,
- ii) 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
- iii) 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:

- a) 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**.
- b) 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 and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1.
- 17. Bid Validity Period**
- 17.1 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.
- 17.2 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.
- 17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial 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 IV.
- 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:

- (a) an unconditional guarantee issued by a bank; or
- (b) 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 IV, 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**.

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:

- a) if a Bidder:

- i) 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
 - ii) does not accept the correction of errors pursuant to sub-Clause 30.2; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i) to sign the contract in accordance with ITB Clause 41; **or**
 - ii) 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 Bids 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 indelible 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

D. Submission of Bids

- 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
 - b) 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**
- 22.1 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**.
- 22.2 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.
- 22.3 The extension of the deadline for submission of Bids shall not be made later than the period specified in the **Bid Data Sheet**.
- 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**
- 24.1 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.
- 24.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 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.
- 24.3 Bids may only be modified by withdrawal of the original Bid and submission of a replacement Bid in accordance with

sub-Clause 24.1.

- 24.4 Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this Clause or included in the original Bid submission.
- 24.5 No Bid may be withdrawn, 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

25. Opening of Bids

- 25.1 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 Letter of Bid

- 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

28.1 Prior to the detailed evaluation of Bids, the Procuring and Disposing Entity will determine whether each Bid:

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

The Procuring and Disposing Entity's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

28.2 A substantially responsive Bid is one 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:-

- a) affects in any substantial way the scope, quality, or performance of the Services;
- b) 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
- c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

28.3 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.

28.4 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.

28.5 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**
- 29.1 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.
- 29.2 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 V – Schedule of Requirements have been met.
- 29.3 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:-
- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the 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;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 30.2 The amount stated in the 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

b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania 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:

a) Cost of inland transportation, insurance, and other costs within Zanzibar incidental to delivery of the

goods to their final destination.

- b) delivery schedule offered in the Bid;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts, and service;
- e) the availability in Zanzibar of spare parts and after-sales services for the equipment offered in the Bid;
- f) the projected operating and maintenance costs during the life of the equipment;
- g) the performance and productivity of the equipment offered; and/or
- h) 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.*

i) 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**.

d) *Cost of spare parts*

- i) 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

- ii) 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

- iii) 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.

- e) *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.

- f) *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.

- g) *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 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 Forms of Bid 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

- 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:

- a) eligible in accordance with the provisions of ITB Clause 3;
 - b) is determined to be qualified to perform the Contract satisfactorily; and
 - c) successful negotiations have been concluded, if any.
- 36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package” basis, the lowest evaluated 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:
- (a) a minor alteration to the technical details of the statement of requirements;
 - (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding document;
 - (c) a minor amendment to the special conditions of Contract;
 - (d) finalizing payment arrangements;
 - (e) delivery arrangements;
 - (f) the methodology; or
 - (g) clarifying details that were not apparent or could not be finalized at the time of 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**
- 41.1 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.
- 41.2 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:

- (a) an unconditional guarantee issued by a bank; or
- (b) 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 VIII, Contract Forms. The Performance 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**.

- 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:

- a) 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 VIII – 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:-
 - (i) “ corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “ 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 ;
 - (iii) “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;
 - (iv) “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;
 - (v) "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;

- c) 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 III: 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: <i>[insert: name of Procuring and Disposing Entity]</i> . The subject of procurement is: <i>[describe the goods to be provided using this Contract and the location where the goods are to be provided]</i> Period for supply of goods: <i>[insert: expected duration of which this Contract is intended to be]</i> Commencement date for supply of Goods: <i>[insert: starting date]</i>
------------	--

1.2	Completion date for supply of the Goods: <i>[insert: completion date]</i>
------------	---

2.1 & 2.2	Financial year for the operations of the Procuring and Disposing Entity: <i>[insert: year]</i>
----------------------	--

Name of Project *[insert: name and summary description of the Project]*

Name of financing institution: *[insert the name if any]*

Name of Procuring and Disposing Entity: *[insert the name]*

Name and identification number of the Contract: *[insert: name and identification number of the Contract]*

3.1	Joint Venture is applicable..... <i>[Insert: "NO" or "YES"]</i>
------------	---

4.1	Ineligible country(s) is or are <i>[list]</i>
------------	---

4.6	Demonstration of authorization by manufacturer <i>[required or not required]</i>
------------	--

B. Bidding Documents

7.2	The number of copies to be completed and returned <i>[specify]</i>
------------	--

8.1	The address for clarification of Bidding documents is <i>[insert full address]</i>
------------	--

8.2	Period to respond to request for clarification <i>(insert days)</i>
------------	---

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 (g)** 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]*.
- 13.3 (d)** The qualification criteria required from Bidders in ITB Clause 13.3(d) *[Specify]*
- 15.6 (a)** The price quoted shall be _____.
- (iii), (iv) (optional)** *[Specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW.]*
- 15.6 (b)** The price quoted shall be _____.
- (i)** *[Select, in accordance with the Schedule of Requirements, CIF named port of destination or CIP border point or CIP named place of destination.]*
- 15.8** The price shall be fixed
or
the price shall be adjustable. *[Delete the non-applicable option.]*
- 16.1 (a)** a) For goods and related services originating in Zanzibar the currency of the Bid shall be *Tanzanian Shillings*;
b) 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 returned shall 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

- a) Day
- b) Date.....
- c) Time

- 22.3 Extension of the deadline for submission of Bids shall not be made later than..... [insert time frame] before the original deadline for submission of Bids.

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) Delivery schedule.

Relevant parameters in accordance with option selected:

Option (i) adjustment expressed as a percentage,

or

Option (ii) adjustment expressed in an amount in the currency of Bid evaluation,

or

Option (iii) 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 required.]
- 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 will *[insert “be undertaken” or “not be undertaken”]*

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. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 32 and ITB 35, no other factors, methods or criteria shall be used.

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1. Margin of Preference in accordance with ITB 33

2. Evaluation (ITB 35)

2.1. Evaluation Criteria

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15, one or more of the following using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule. [insert one of the following]

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall 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 Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

or

(ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, 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 the SCC, at the rate per annum specified in BDS.*

- (c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the following]

(i) *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 BDS is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

or

(ii) *The Purchaser 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 BDS. 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, for evaluation purposes only.*

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS. The adjustment will be evaluated in accordance with the methodology specified in the BDS.

- (f) Performance and productivity of the equipment. *[insert one of the following]*

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS.

or

- (ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS.

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS.]

2.2. Multiple Contracts (ITB 32.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria.

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item.
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

2.3. Alternative Bids.

An alternative if permitted, will be evaluated as follows:

[insert one of the following]

“A bidder may submit an alternative bid only with a bid for the base case. The Purchaser shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.”

or

“A bidder may submit an alternative bid with or without a bid for the base case. The Purchaser shall consider bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB.”

3. Qualification.

3.1 Post - qualification Requirements.

After determining the lowest-evaluated bid, the Purchaser shall carry out the post-qualification of the Bidder, using only the requirements specified in the BDS. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) If Bidder is Manufacturer :

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

(b) If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least _____ contracts of similar goods *[insert number of contracts]* in the past _____ years *[insert number of years]*

SECTION IV: BIDDING FORMS

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FORM OF BID

To: *[insert complete name of Purchaser]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 9
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 18
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:*[insert a brief description of the Goods and Related Services];*
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];*

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:*[Specify in detail the method that shall be used to apply the discounts];*
- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) *[This section should be deleted if not be applicable]* If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (i) We accept that *[name proposed by Purchaser]* be appointed as the Adjudicator;

or

- (j) We do not accept that *[name proposed by Purchaser]* be appointed as Adjudicator, we are hereby proposing *[name proposed by the Supplier]* be appointed as Adjudicator. The Biography of *[insert the name of the Adjudicator proposed by the Supplier]* is attached with this form.
- (k) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative bids submitted in accordance with ITB 19;

- (l) Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Revolutionary Government of Zanzibar under Zanzibar’s laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (m) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 3.5;
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (q) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Zanzibar;

Name of the Bidder* *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. Standard Power of Attorney

TO ALL IT MAY CONCERN

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

3. 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: _____

4. Price Schedules for Supplies and Related Services

(a) Price Schedule for Goods Offered from Abroad

Name of Bidder

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² 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

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 price ¹ 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.

5. 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)			

- 1.5 Qualifications and experience of key personnel proposed for

administration and execution of the Contract. Attach biographical data. Refer also to Clause 13.4(d) of the Instructions to Bidders.

Position	Name	Years of experience (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]*.

6. 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.

7. 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.]

8. 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.

SECTION V: SCHEDULE OF REQUIREMENTS

Schedule of Requirements

Note for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

The date of period for delivery should be carefully specified, taking into account (a) the implication of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, CIF or CIP, terms – that “delivery” takes place when goods are delivery to the carriers), and (b) the date prescribed herein form which the Purchaser’s delivery obligations start (i.e. notice of award, contract signature, opening or confirmation of the letter of credit)

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

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

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

Number	Description	Quantity	Delivery schedule (shipment) in days/ weeks/months[choose as appropriate]

SECTION VII: TECHNICAL SPECIFICATIONS

Technical Specification

Note for Preparing the Technical Specification

A set of precise and clear Specification is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their Bids. In the context of National Competitive Bid (NCT), the Specification must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The Purchaser is advised to prepare Specification that require all goods and materials to be incorporated in the goods be new, unused, and that they incorporate all recent improvements in design and materials.

Samples of Specification from previous similar procurements in the country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specification and incorporate them in a separate subsection. The General Technical Specification should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addends should then adapt the General Technical Specification to the particular procurement.

Care must be taken in drafting Specification to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, where national standards of the Purchaser's country or other standards, the Specification should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specification.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specification to specific standard and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Purchaser with the Bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Purchaser during contract execution

**SECTION VI: 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 specified in the **SCC**.
- j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- k) "The Project Site" where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC.
- n) "Eligible Country" means the countries and territories eligible

for participation in procurements financed by the specified institution.

- o) “End User” means the organization(s) where the goods will be used, as **named in the SCC**.
- p) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) “Force Majeure” means an event beyond the control of the Supplier and not involving the Purchaser’s fault or negligence and not foreseeable. 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, and freight embargoes.

2. Application	2.1	These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.
3. Governing Language	3.1	The Contract as well 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 3.1, the version of the Contract written in the specified language shall govern its interpretation.
4. Applicable Law	4.1	The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise specified in SCC .
5. Country of Origin	5.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
6. Standards	6.1	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.
7. Use of Contract Documents and Information; Inspection and Audit	7.1	The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 7.4 The Supplier shall permit the 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.
- 8. Patent and Copyrights**
- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Zanzibar.
- 8.2 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.
- 9. Performance Security**
- 9.1 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**.
- 9.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 9.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in a form of Bank Guarantee or any other form indicated in SCC.
- 9.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.
- 10. Inspections and Test**
- 10.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the 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.
- 10.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC sub-Clause 10.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 10.4 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.
- 10.5 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.6 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 10.7 : Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 10.8 Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

- 10.9 Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC sub-Clause 10.6.
- 10.10 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC sub-Clause 10.8, shall release the Supplier from any warranties or other obligations under the Contract.
- 11. Packing and Documents**
- 11.1 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.
- 11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.
- 12. Delivery and Documents**
- 12.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.
- 12.2 For purposes of the Contract, “EXW”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 12.3 Documents to be submitted by the Supplier are **specified in SCC**.
- 13. Insurance**
- 13.1 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**.
- 14. Transportation**
- 14.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS

- 15. Incidental Services**

 - 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

 - a) Performance or supervision of on-site assembly and/or start-up of the supplied 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.
 - 15.2 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.
- 16. Spare Parts**

 - 16.1 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, such spare parts as the Purchaser may decide to purchase from the Supplier, this decision shall not relieve the Supplier of any warranty obligations under the Contract;
- 17. Warranty**

 - 17.1 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.
 - 17.2 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**.

- 17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18. Payment

- 18.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 18.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 18.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 18.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 18.6 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

19. Prices

- 19.1 The contract price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 19.2 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.

- 20. Change Orders**
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
- a) Drawings, designs, or specifications, where 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.
- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
- 20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 21. Contract Amendments**
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 22. Assignment**
- 22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 23. Subcontracts**
- 23.1 The Supplier shall notify the Purchaser in writing 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.
- 23.2 Subcontracts must comply with the provision of GCC Clause 4.
- 24. Delays in the Supplier's Performance**
- 24.1 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.

- 24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the 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, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.
- 25. Liquidated Damages**
- 25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **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 26.
- 26. Termination for Default**
- 26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24;
 - b) the supplier has abandoned or repudiated the contract.
 - c) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
 - e) 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
 - f) the supplier, in the judgment of the Purchaser, has engaged in

corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after Bid submission)

26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, 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.

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing 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.

28. Termination for Insolvency

28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

29. Termination for Convenience

29.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.

- 29.2 The Purchaser shall accept the Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and price. For the remaining Goods, the Purchaser may decide:
- 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.

30. Disputes

- 30.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within thirty (30) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 30.2 After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
- 30.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

31. Procedure for Disputes

- 31.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 31.2 The rate of the Adjudicator's fee and administrative costs of adjudication indicated in the SCC shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.

- 32. Replacement of Adjudicator** 32.1 Should the Adjudicator resign or unable to perform his duties, 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.
- 33. Limitation of Liability** 33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,
- a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..
- 34. Notices** 34.1 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**. The term "in writing" means communicated in written form with proof of receipt.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 35. Taxes and Duties** 35.1 A Supplier shall be entirely responsible for all taxes and levies imposed outside Zanzibar.
- 35.2 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.

**SECTION VII: 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.

GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Definitions (GCC Clause 1)	
1.1(i)	The Purchaser is: <i>[Name and address]</i>
1.1(j)	The Supplier is: <i>[Name and address]</i>
1.1(k)	The Project site is: <i>[if applicable]</i>
Governing Language (GCC Clause 3)	
3.1	The Governing Language shall be:
Applicable Law (GCC Clause 4)	
4.1	The Applicable Law shall be: Laws of the
Country of Origin (GCC Clause 5)	
5.1	Country of Origin is:
Performance Security (GCC Clause 9)	
9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[between ten (10) and twenty (20) percent of the Contract Price]</i>
9.4	Discharge of the Performance Security shall take place: <i>[if applicable insert date if different from the one indicated in sub clause GCC 9.4]</i>
Inspections and Tests (GCC Clause 10)	
10.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
Packing (GCC Clause 11)	
11.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
Delivery and Documents (GCC Clause 12)	

12.1	<p>For Goods supplied from abroad:</p> <p>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 and Disposing Entity, with a copy to the Insurance Company: Details of Shipping and other Documents to be furnished by the Supplier are <i>[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].</i></p> <p>The above documents shall be received by the Procuring and Disposing Entity at least<i>(insert numbers of days/weeks)</i> before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
12.3	<p>For Goods from within Zanzibar:</p> <p>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:</p> <p><i>[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]</i></p> <p>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.</p>
Insurance (GCC Clause 13)	
13.1	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 15)	
15.1	Incidental services to be provided are:

	<i>[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
Spare Parts (GCC Clause 16)	
16.1	Additional spare parts requirements are: <i>(insert the list of additional spare parts if applicable)</i>
Warranty (GCC Clause 17)	
17.2	<p style="text-align: center;"><i>Sample provision</i></p> <p>GCC 17.2—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p style="padding-left: 40px;">(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (____).</p> <p style="text-align: center;"><i>[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 34.2 (d)]</i></p>
17.4 & 17.5	The period for correction of defects in the warranty period is:
Payment (GCC Clause 18)	
18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
18.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>[insert number]</i> days.
18.6	The interest rate that shall be applied is <i>[insert number]</i> %
Payment for Goods supplied from abroad:	

	<p>Sample Provision</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(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 Bidding documents or another form acceptable to the Procuring and Disposing Entity.</p> <p>(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.</p> <p>(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 and Disposing Entity.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring and Disposing Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
	<p>Payment for Goods and Services supplied from within Zanzibar:</p> <p>Payment for Goods and Services supplied from within the Zanzibar/Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>Sample provision</p> <p>(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 Bidding documents or another form acceptable to the Procuring and Disposing Entity.</p> <p>(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.</p> <p>(iii) On Acceptance: The remaining. Percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring and Disposing Entity.</p>
<p>Prices (GCC Clause 19)</p>	
<p>19.1</p>	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC.</p>

	<i>[To be inserted only if price is subject to adjustment.]</i>
Liquidated Damages (GCC Clause 25)	
25.1	Applicable rate: <i>[insert between 0.1 to 0.2 percent per day]</i> of undelivered materials/good's value. The maximum amount of liquidated damages shall be: <i>[insert number in percentage, but not more than 10 percent of the contract amount]</i>
Procedure for Disputes (GCC Clause 31)	
30.1	Appointing Authority for the Adjudicator <i>[insert name of the Appointing Authority]</i>
30.3	The duration is <i>[insert number of days]</i>
31.1	The Adjudicator shall be <i>[insert: name of the Adjudicator]</i> Place of Arbitration shall be <i>[insert location]</i>
31.2	Rate of the Adjudicator's fees shall be <i>[insert: rate]</i>
32.1	Appointing Authority for the Adjudicator <i>[insert: Authority]</i>
Notices (GCC Clause 34)	
34.1	—Procuring and Disposing Entity's address for notice purposes: —Supplier's address for notice purposes:

SECTION VIII: FORMS OF CONTRACT

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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. Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Purchaser*] of Zanzibar (hereinafter called “the Purchaser”) on the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) on the other part:

WHEREAS the Purchaser invited Bids for certain goods and ancillary services, viz., [*insert tender number and brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract document:
 - i. The Letter of Acceptance;
 - ii. The Letter of Bid;
 - iii. The Addenda Nos.____ (if any)
 - iv. Special Conditions of Contract
 - v. General Conditions of Contract
 - vi. the Specification (including Schedule of Requirements and Technical Specifications)
 - vii. the completed Schedules (including Price Schedules)
 - viii. 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 hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and 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 services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with Laws of Zanzibar on the day and year indicated above.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Witness to the signatures of the Purchaser:

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Witness to the signatures of the supplier:

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]* 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:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
or
- (b) 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]

SECTION I: INVITATION FOR BIDS (IFT)

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

[Insert logo]

Bid No.
for

[Insert title or brief description of the Goods]

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*].

3. The [*Insert the name of the Purchaser*] now invites sealed bids from eligible suppliers for supplying of [*insert brief description of the goods to be procured*]
4. 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.
5. Interested Bidders may obtain further information from and inspect the Bidding Documents at the office of the [*Insert the Physical, and postal address of the Tender Board's Secretary of the PDE*] from [*start and end of gooding hours*] on Mondays to Fridays inclusive except on public holidays.

6. A complete set of Bidding Document(s) in *[insert language of the Bidding document]* and additional sets may be purchased by interested Bidders on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of *[insert the currency and amount]*. Payment should be settled through the following Account details: *[insert the name of the Institution and Account Number]*.
7. 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]*.
8. All Bids in one original plus *[Insert the number of copies required]*, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical address, room number, floor, building/plot]* at or before *[insert time and date]*. Bids will be opened promptly thereafter in public and in the presence of Bidders' representatives who choose to attend in the opening at the *[insert the physical address of the place for bid opening]*.
9. Late bids, portion of bids, electronic bids, and bids not received, bids not opened and not read out in public at the bids opening ceremony shall not be accepted for evaluation irrespective of the circumstance.

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