



**PUBLIC PROCUREMENT AND DISPOSAL
OF PUBLIC ASSETS AUTHORITY
ZANZIBAR
Standard Bidding Document**

National and International Competitive Bidding

**Procurement of Non
Consultancy Services**

JULY 2021

Preface

Procurement for non-consultancy services 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.

This Standard Bidding Document (SBD) has been prepared by the Public Procurement and Disposing Authority - Zanzibar (ZPPDA) for the use by Procuring and Disposing Entities in the procurement of Non-Consultancy services through National and International Competitive Bidding.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the 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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SECTION I: INSTRUCTION TO BIDDERS

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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 Services as specified in the BDS, Section VI - Technical Specifications and Section VII - Activity Schedule.
		1.2	The successful Bidder will be expected to provide the service(s) within the period stated in the BDS from the start date specified in the BDS.
2.	Source of Funds	2.1	<p>The Revolutionary Government of Zanzibar has set aside funds for the operations of the Procuring and Disposing Entity named in the BDS during the Financial Year indicated in the BDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in the BDS.</p> <p>Or</p> <p>The Revolutionary Government of Zanzibar through the Procuring and Disposing Entity named in the BDS has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the BDS towards the cost of the Project named in the BDS. The Government intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the BDS.</p>
		2.2	Payments will be made directly by the Procuring and Disposing Entity (or by financing institution specified in the BDS upon request of the Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Procuring and Disposing Entity.
3.	Eligible Bidders	3.1	The invitation for Bids is open to all service providers unless otherwise stated in BDS
4.	One Bid per Bidder	4.1	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.	Cost of Bidding	5.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid.
6.	Site Visit and Pre-Bid meeting	6.1	The Procuring and Disposing Entity may conduct a site visit and a pre-bid meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
		6.2	The Bidder, at the Bidder's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the Bid and entering into a Contract for provision of the service(s). The costs of visiting the Site shall be at the Bidder's own expense.
		6.3	The Bidder's designated representative is invited to attend site visit and a pre-bid meeting which, if convened, will take place at the venue and time stipulated in the BDS .
		6.5	Minutes of the pre-bid meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-bid meeting will be transmitted within five (5) working days to all purchasers of the Bidding Documents.

B. Bidding Documents

7.	Content of Bidding Documents	7.1	<p>The services to be provided, bidding, procedures and contract terms are prescribed in the Bidding Documents. In addition to the Section I Invitation for Bids the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9 include:</p> <ul style="list-style-type: none"> Section I. Instructions to Bidders Section II. Bid Data Sheet (BDS) Section III. General Conditions of Contract (GCC) Section IV. Special Conditions of Contract (SCC) Section V. Performance Specifications and Drawings (if applicable)
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			<p>Section VI. Activity Schedule</p> <p>Section VII. Bid Forms</p> <p>Form of Bid</p> <p>Forms of qualification information</p> <p>Letter of Acceptance</p> <p>Form of Agreement</p> <p>Section VIII. Form of Security</p> <p>Bid Security</p> <p>Bid Security Declaration</p> <p>Bank Guarantee for Advance payment</p> <p>Section IX. Forms of Integrity</p>
		7.2	The number of copies to be completed and returned with the Bid is specified in the BDS
8.	Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring and Disposing Entity in writing at the address indicated in the BDS prior to the deadline for the submission of Bids prescribed in ITB 21.1
		8.2	The Procuring and Disposing Entity will, within five (5) working days after receiving the request for clarification respond to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of Bids and in the case of non-competitive methods, five (5) working days prior to the deadline.
		8.3	Copies of the Procuring and Disposing Entity's response will be forwarded to all Purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source.
9.	Amendment of Bidding Documents	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 Documents by issuing addenda.

		9.2	Any addendum including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Procuring and Disposing Entity.
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C. Preparation of Bids

10.	Language of Bid	10.1	The Bid, prepared by the Bidder as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in the Bid language stipulated in the BDS and Special Conditions of Contract (SCC) .
11.	Documents Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: <ul style="list-style-type: none"> a) The Form of Bid (in the format provided in Section VIII); b) Information requested by ITB 12.3; 12.4 and 12.5; c) Bid Security or Bid Securing Declaration in accordance with ITB 17; d) Priced Activity Schedule; e) Forms of Qualification Information (in the format provided in Section VIII) and Documents; f) Written Power of Attorney authorizing the signatory of the Bid to commit the Bidder in accordance with ITB 19. g) any other document required in the BDS.
13.	Form of Bid	13.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Form of Bid must be completed without any alterations to its format and no substitute shall be accepted.
14.	Bid Prices and	14.1	The Contract shall be for the service(s), as described in ITB1.1, based on the priced Activity Schedule submitted by

	Discounts		the Bidder.
		14.2	The Bidder shall fill in rates and prices for all items of the Service(s) described in Section VI - Performance Specifications and listed in Section VII - Activity Schedule . Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring and Disposing Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
		14.3	All duties, taxes, and other levies payable by the service provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
		14.4	The price to be quoted in the Form of Bid, in accordance with ITB 13.1, shall be the total price of the bid, excluding any discounts offered.
		14.6	The Bidder shall quote any discounts and the methodology for their application in the Form of Bid, in accordance with ITB 13.1.
		14.7	If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts 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 the package. Discounts shall be submitted in accordance with ITB 14.6, provided the bids for all lots (contracts) are opened at the same time.
15.	Bid Currencies	15.1	The price shall be quoted by the Bidder shall be in Tanzania Shillings.
16.	Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS after the deadline for Bid submission specified in ITB 21. A Bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non- responsive.
		16.2	In exceptional circumstances, prior to expiry of the original Bid validity period, the Procuring and Disposing Entity may

			request that the Bidders to extend the period of validity for a specified additional period. 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 or permitted to otherwise modify the 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 21 in all respects.
17.	Bid Security or Bid Securing Declaration	17.1	Pursuant to ITB 11, unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS and in the format provided in Section IX .
		17.2	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, pursuant to ITB 17.9.
		17.3	The Bid Security shall be denominated in the currency of the Bid.
		17.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Securing declaration included in Section IX.
		17.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 and 17.3 shall be rejected by the Procuring and Disposing Entity as non-responsive, pursuant to ITB 27.
		17.7	Unsuccessful Bidders' Bid Security or Bid Securing Declaration will be discharged or returned as promptly as possible as 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 16.
		17.8	The successful Bidder's Bid Security or Bid Securing Declaration will be discharged upon the Bidder signing the contract.

		17.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if the Bidder :</p> <p>i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Form of Bid except as provided for in ITB 16.2; or</p> <p>ii) does not accept the correction of errors of its Bid price, pursuant to ITB 29; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with ITB 40.</p>
		17.10	<p>The Bid Security or the Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Bid.</p>
		17.11	<p>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:</p> <p>(a) if the Bidder withdraws its Bid, except as provided in 16.2 or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the contract.</p>
19.	Format and Signing of Bid	19.1	<p>The Bidder shall prepare one original of the documents constituting the Bid as described in ITB 11, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.</p>
		19.2	<p>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 BDS 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</p>

			signing the Bid.
		19.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
		19.4	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

20.	Sealing and Marking of Bids	20.1	The Bidder shall seal the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
		20.2	The inner and outer envelopes shall <ul style="list-style-type: none"> a) be addressed to the Procuring and Disposing Entity at the address provided in the BDS; b) bear the Project name indicated in the BDS, the Invitation for Bids (IFB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 21.1
		20.3	In addition to the identification required in ITB 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB 22, and for matching purposes under ITB 23.
		20.3	If all envelopes are not sealed and marked as required by ITB 20.2, the Procuring and Disposing Entity shall assume no responsibility for the misplacement or premature opening of the Bid.

		20.4	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.
21.	Deadline for Sub-mission of Bids	21.1	Bids shall be received by the Procuring and Disposing Entity at the address specified in ITB 20.2 (a) no later than the date and time specified in the BDS .
		21.2	The Procuring and Disposing Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring and Disposing Entity and the Bidders previously subject to the original deadline will thereafter be subject to the new deadline.
22.	Late Bids	22.1	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 21.
		22.2	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.
23.	Modification, Substitution and Withdrawal of Bids	23.1	A Bidder may modify, substitute or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Procuring and Disposing Entity prior to the deadline for submission.
		23.2	The Bidder's modification, substitution, and withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB 20 and 21, with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION, or “WITHDRAWAL,” as appropriate. The notice may also be sent in writing or in electronic forms that provide record of the content of communication but followed by a signed confirmation copy postmarked not later than the deadline for submission of Bids.
		23.3	Bids may only be modified by withdrawal of the original Bid and submission of a replacement Bid in accordance with ITB 23.1. Modifications submitted in any other way

			shall not be taken into account in the evaluation of Bids.
		23.4	Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this Clause, or included in the original Bid submission.
		23.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bid 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 ITB 17.9.

E. Opening and Evaluation of Bids

24.	Opening of Bids	24.1	The Procuring Entity will open all Bids, including modifications, substitutions or withdrawal notices made pursuant to ITB 23, in public, in the presence of Bidders’ 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 BDS. Bidders’ representatives present shall sign a register as proof of their attendance.
		24.2	Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 23 shall not be opened but returned to Bidder. If the withdrawal envelope does not contain a copy of the “Power of Attorney” confirming the signature of a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter, all envelopes marked “SUBSTITUTION” shall be opened and the submissions therein read out in appropriate detail.
		24.3	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 or Bid Securing Declaration, and such other details as specified in the BDS , will be announced at the opening. One of the Bidder's representative shall be nominated to verify the information read out.
		24.4	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 which is not read out at bid opening shall not be considered further.
		24.5	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring and Disposing Entity against any claim or failure to read out the correct information contained in the Bidders Bid.
		24.6	No Bid will be rejected at Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 22.
		24.7	The Procuring and Disposing Entity shall prepare minutes of the Bid Opening. The record of the Bid opening shall include, as a minimum: the name of the Bidders 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.
		24.8	The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
		24.9	A copy of the minutes of the Bid opening shall be

			furnished to the individual Bidders.
25.	Confidentiality	25.1	Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract 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.
		25.2	Any effort by a Bidder to influence the Procuring and Disposing Entity's processing of Bids or award decisions may result in the rejection of its Bid.
		25.3	Notwithstanding ITB 25.2, 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 or in electronic forms that provides record of the content of communication.
26.	Clarification of Bids	26.1	To assist in the examination, evaluation, and comparison of Bids, and post-qualification of Bidders, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for clarification of its Bid, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered.
		26.2	The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the Bids in accordance with ITB 29.
		26.3	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 Bid it should do so in writing.
27.	Preliminary Examination of	27.1	Prior to the detailed evaluation of Bids, the Procuring and Disposing Entity will determine whether each Bid

	Bids		<p>a) meets the eligibility requirements;</p> <p>b) has been properly signed;</p> <p>c) is accompanied by the required securities; and</p> <p>d) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The Procuring and Disposing Entity's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
		27.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <p>a) affects in any substantial way the scope, quality, or performance of the Service(s);</p> <p>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring and Disposing Entity's rights or the Bidder's obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p>
		27.3	<p>The Procuring and Disposing Entity will confirm that the documents and information specified under ITB 11 and ITB 12 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.</p>
		27.4	<p>The Procuring and Disposing Entity without prejudice may waive any minor informality, nonconformity or irregularity in a Bid that does not constitute a material deviation.</p>
		27.5	<p>Provided that a bid is substantially responsive, the Procuring and Disposing Entity may request that the</p>

			Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.6	Provided that a bid is substantially responsive, the Procuring and Disposing Entity shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in the evaluation criteria.
		27.7	If a Bid is not substantially responsive, it will be rejected by the Procuring and Disposing Entity, and should not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
28.	Examination of Terms and Conditions; Technical Evaluation	28.1	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 SCC have been accepted by the Bidder without any material deviation or reservation.
		28.2	The Procuring and Disposing Entity shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section VII – Performance Specifications and Drawings of the Bidding Documents have been met without material deviation or reservation.
		28.3	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 27, it shall reject the Bid.
29.	Correction of Errors	29.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected

			<p>by the evaluation committee as follows:-</p> <ul style="list-style-type: none"> 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 accordingly; 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.
		29.2	<p>The amount stated in the Bid will be adjusted 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 ITB 17.9.</p>
31.	Evaluation of Bids	31.1	<p>The Procuring and Disposing Entity shall evaluate and compare only the Bids determined to be substantially responsive pursuant to ITB 27 and the proposals of which have been determined to be adequate in accordance with ITB 28.</p>
		31.2	<p>In evaluating the Bids, the evaluation committee will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:-</p> <ul style="list-style-type: none"> a) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule. b) price adjustment for correction of arithmetic errors in accordance with ITB 29; c) price adjustment due to discounts offered in accordance with ITB 14.6; d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in

			<p>accordance with ITB 30;</p> <p>e) price adjustment for nonconformities in accordance with ITB 30.3;</p> <p>f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);</p>
		31.3	If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in evaluation criteria.
32.	Domestic Preference	32.1	Domestic Bidder shall receive a margin of preference in Bid evaluation, for which this Clause shall apply in accordance with Section 44 of PPDA Act 2016.
33.	Determination of the Lowest Evaluated Bid	33.1	The Bid with the lowest evaluated price from among those which are substantially responsive shall be the lowest evaluated Bid.
	Post-Qualification of Bidder	34.1	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.

F. Award of Contract

35.	Criteria of Award	35.1	<p>Subject to ITB 34 and 36, the Procuring and Disposing Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be:</p> <p>a) qualified to perform the Contract satisfactorily; and</p>
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			b) successful negotiations have been concluded, if any.
		35.2	If, pursuant to ITB 12.6, 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.
36.	Negotiations	36.1	<p>Negotiations may be undertaken with the lowest evaluated Bid relating to the following areas:</p> <ul style="list-style-type: none"> a) a minor alteration to the technical details of the statement of requirements; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; c) a minor amendment to the SCC; d) finalizing payment arrangements; e) mobilization arrangements; f) agreeing final delivery or work schedule; g) the methodology or staffing; or h) clarifying details that were not apparent or could not be finalized at the time of bidding.
		36.2	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.
37.	Procuring Entity’s Right to Accept any Bid and to Reject any or all Bids	37.1	Notwithstanding ITB 35, the Procuring and Disposing Entity reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

		37.2	Notice of the rejection of all Bids shall be given promptly to all service providers that have submitted Bids.
		37.3	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.
38.	Procuring and Disposing Entity’s Right to Vary Quantities at the Time of Award	38.1	The Procuring and Disposing Entity reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Bidding Documents provided this does not exceed by the percentage indicated in the BDS , without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
39.	Notification of Award	39.1	Prior to awarding of the contract, the Procuring and Disposing Entity shall issue a notice of intention to award the contract to all Bidders who participated in the Bid in question giving them seven (7) working days within which the Bidder may submit complaints to the Procuring and Disposing Entity thereof, if any.
		39.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified through a Letter of Acceptance prior to expiration of the Bid validity period. The Letter of Acceptance will state the sum that the Procuring and Disposing Entity will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		39.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB 41 and signing the Contract in accordance with ITB 40.2.
		39.4	Upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 41, the Procuring and Disposing Entity will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the unsuccessful Bidders

			pursuant to ITB 17.
		39.5	If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Procuring and Disposing Entity. The Procuring and Disposing Entity will promptly respond in writing to the unsuccessful Bidder.
40.	Signing of Contract	40.1	After receiving the approval of draft contract from Attorney General (AG) and other relevant authorities, the Employer and the successful Bidder within twenty eight (28) days shall be required to sign the contract.
43.	Settlement of Disputes	43.1	If any dispute or difference of any kind whatsoever shall arise between the Seller and the Buyer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		43.2	If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Seller or the Buyer may give notice for adjudication to the Authority.
44.	Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices	44.1	The Revolutionary Government of the Zanzibar requires that procuring and disposing entities (including beneficiaries of public funds) as well as Bidders under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Revolutionary Government of Zanzibar:- a) defines, for the purposes of this provision, the terms set forth below as follows:- i) “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party

			<p>for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii) collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Bidders, prior to or after submission designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>v) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.</p> <p>c) In pursuant of the policy defined in ITT 44.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.</p> <p>d) will declare a firm to be ineligible, for a period of ten</p>
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			years, to be awarded a public - financed Contract in the United Republic of Tanzania if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public – financed Contract.
		44.2	The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
		44.3	Any communication between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

G. Reconsideration, Review and Appeal

45.	Review of Procurement Decisions	45.1	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.
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SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring and Disposing Entity: <i>[insert: name of Procuring and Disposing Entity]</i>.</p> <p>The subject of procurement is: <i>[describe the service to be provided using this Contract and the location where the service is to be provided]</i> for a period of: <i>[insert: expected duration of which this Contract is intended to be]</i></p> <p>Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i></p> <p>Name, description and identification number of lots comprising this Contract <i>[if appropriate, insert the name, description and identification number of lots comprising this Contract, otherwise state: “none”]</i></p> <p>The proportion of each Lot that a Bidder may Bid for is: <i>[insert, the proportion of each lot allowed to Bid for]</i></p>
2.	1.2	<p>Expected period to provide the service(s): <i>[insert the period]</i></p> <p>Commencement date: <i>[insert commencement date]</i></p>
3.	2.1	Name of Project <i>[insert name and summary description of the Project]</i>
		Name of procuring and disposing entity/ institution <i>[insert name if any]</i>
		Financial Year <i>[insert]</i>
		Name of Project <i>[Insert]</i>
		The loan/ credit number <i>[insert number if available]</i> .
4.	2.2	Name of financing institution <i>[Insert]</i>
5.	3.1	Service Providers from the following countries are not eligible: <i>[insert list of ineligible countries if any otherwise insert not applicable]</i>
6.	6.3	The site visit and pre-bid meeting shall be held on <i>[insert date and time]</i> at the <i>[insert venue for the meeting]</i>
B. Bidding Documents		
7.	7.2	The number of copies to be returned <i>[specify]</i>
8.	8.1	The address for clarification of Bidding Documents is <i>[insert full address]</i>

C. Preparation of Bids		
9.	10.1	The language of all correspondences and documents related to the Bid is: <i>[specify]</i>
10.	11.1(g)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid <i>[insert: list of documents]</i>
12.	15.1	For inputs to the services which the Bidder expects to provide within Zanzibar, prices shall be quoted in <i>[insert currency]</i> .
13.	15.2	The rates of exchange to be used by the Bidder shall be those established by the Bank of Tanzania prevailing on <i>[insert date 28 days before Bid opening]</i>
14.	16.1	The Bid Validity Period shall be <i>[insert number]</i> days after the deadline for Bid submission specified in the Bid Data Sheet.
15.	17.1	The amount of Bid security is <i>[Insert amount and currency]</i> or A Bid Securing Declaration form shall be filled by the Bidder. <i>(delete whichever is applicable)</i>
	17.3 (d)	Another Form of Bid Security <i>[specify another form of bid security if any]</i>
16.	18.1, 18.2, 18.3	Alternative Bids to the requirements of the Bidding Documents <i>[insert “will” or “will not,” as appropriate]</i> be permitted with respect to <i>[describe the alternatives to be permitted, or delete, as appropriate]</i>
17.	19.1	The number of copies of the Bid to be completed and returned shall be <i>[insert number]</i>
	19.2	Written form of authorization of the signatory of Bid shall be <i>[specify either power of attorney or any other form]</i>
D. Submission of Bids		
18.	20.2	Bids shall be submitted at <i>[insert full address]</i>
19.	21.1	The deadline for submission of Bids shall be <i>[insert time and date]</i> .
E. Opening and Evaluation of Bids		
20.	24.1	The Bid opening shall take place at <i>[insert full address]</i> Time : <i>[insert time for opening]</i>
21.	24.3	Other details to be announced during Bid opening are <i>[specify]</i>

F. Award of Contract		
25.	38.1	Percentage for quantity increase or decrease is:[<i>should not exceed 15%</i>]

SECTION III: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid; b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer; c) “the Contract” the agreement entered into between the Procuring and Disposing Entity 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; d) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. e) Days are calendar days; f) “Corrupt Practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; g) “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 ; h) “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; i) “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; j) “Obstructive Practice” is: <ul style="list-style-type: none"> (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
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		<p>investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the official inspection and audit rights.</p> <p>k) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;</p> <p>l) “Employer” means the party who employs the Service Provider and as specified in the SCC;</p> <p>m) “Foreign Currency” means any currency other than the Tanzania Shillings;</p> <p>n) “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>o) “GCC” means these General Conditions of Contract;</p> <p>p) “Government” means the Revolutionary Government of Zanzibar;</p> <p>q) “Local Currency” means the currency of the United Republic of Tanzania;</p> <p>r) “Member,” in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the Entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>s) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>t) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>u) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer and as specified in the SCC;</p> <p>v) “Service Provider’s Bid” means the completed Bidding Documents submitted by the Service Provider to the Employer</p>
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			<p>w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>x) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Employer</p> <p>y) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.</p> <p>z) “Subcontractor” means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 7.1 and 8.1.</p> <p>aa) “Site” means the place(s) named in SCC.</p>
2.	Applicable Law and Interpretation	<p>2.1</p> <p>2.2</p> <p>2.3</p>	<p>The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise specified in SCC.</p> <p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> 1) Contract Agreement, 2) Letter of Acceptance, 3) Service Provider's Bid, 4) Special Conditions of Contract 5) General Conditions of Contract, 6) Specifications, 7) Activity Schedule 8) Any other document listed in the SCC as forming part of the Contract.
3	Conditions Precedent	3.1	This Contract shall come into effect on the date the Contract is signed by both parties.

4.	Governing Language	4.1	The Contract and all correspondence and documents relating to the contract exchanged by the Service Provider and the Employer shall be written in the language specified in SCC . Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation
5.	Communications	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the SCC .
6.	Location	6.1	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
7.	Authorized Representatives	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC .
8.	Subcontracting	8.1	The Service Provider may subcontract with the approval of the Employer’s Representative, but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider’s obligations.
9.	Other Service Providers	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC . The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification.
10.	Taxes and Duties	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion, Modification, and Termination of Contract

11.	Effectiveness of Contract	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
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12.	Commencement of Services		
	Program	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The commencement date of starting date is indicated on the SCC
13.	Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC .
14.	Modification	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
15.	Force Majeure		
	No Breach of Contract	15.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	Extension of Time	15.2	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	Payments	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
		15.4	Payments shall be made promptly by the Employer, within sixty (60) days after submission of an invoice or claim by the Service Provider. If the Employer makes a late payment, the Service Provider shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
16.	Termination		

	By the Employer	16.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; b) if the Service Provider become insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or d) if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract. e) if the Employer, in its sole discretion, decides to terminate this Contract.
	By the Service Provider	16.2	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none"> (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within thirty (30) days after receiving written notice from the Service Provider that such payment is overdue; or (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
	Payment upon Termination	16.3	<p>Upon termination of this Contract pursuant to GCC 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to GCC 33 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of GCC 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

	Limitation of Liability	16.4	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		(a)	The Service Provider shall not be liable to the Employer, 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 Service Provider to pay liquidated damages to the Employer; and
		(b)	The aggregate liability of the Service Provider to the Employer, 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 Service Provider to indemnify the Employer with respect to patent infringement..

C. Obligations of the Service Provider

17.	General	17.1	The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
18.	Conflict of Interests		
	Service Provider not to Benefit from Commissions and Discounts	18.1	The remuneration of the Service Providers pursuant to GCC 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	Service Provider and Affiliates not to be Otherwise Interested in Project	18.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

	Prohibition of Conflicting Activities	18.3	Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; (b) after the termination of this Contract, such other activities as may be specified in the SCC.
19.	Confidentiality	19.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
21.	Protection of the environment	21.1	The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
		21.2	The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws.
22.	Labour Laws	22.1	The Service Provider shall comply with all the relevant labour laws applicable in Zanzibar, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
		22.2	The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.
23.	Health and Safety	23.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
		23.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
		23.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
		23.4	Any other healthy and safety measure.

24.	Service Providers' Actions Requiring Employer's Prior Approval	24.1	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
25.	Reporting Obligations	25.1	<p>The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
27.	Penalty for Lack of Performance	27.1	<p>If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC 41.1</p>

D. Service Provider's Personnel

29.	Description of Personnel	29.1	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.</p>
30.	Removal and/or Replacement of Personnel	30.1	<p>Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p>
		30.2	<p>If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p>
		30.3	<p>The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel</p>

E. Obligations of the Employer

31.	Assistance and Exemptions	31.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
32.	Change in the Applicable Law	32.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 34(a) or (b), as the case may be.
33.	Services and Facilities	33.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

F. Payments to the Service Provider

34.	Lump-Sum Remuneration	34.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC 34.1, the Contract Price may only be increased above the amounts stated in GCC 33 if the Parties have agreed to additional payments in accordance with GCC 35.1.
35.	Contract Price	35.1	The contract price is indicated in the SCC.
36.	Payment for Additional Services	36.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 13, a breakdown of the lump-sum price is provided in Appendices D and E.
37.	Terms and Conditions of Payment	37.1	Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
40.	Dayworks	40.1	If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
		40.2	All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 6 within two (2) days of the Services being performed.

		40.3	The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in GCC 39.
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H. Disputes

43.	Settlement of Disputes	43.1	If any dispute or difference of any kind whatsoever shall arise between the Seller and the Buyer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		43.2	If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Seller or the Buyer may give notice for adjudication to the Authority.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC Number	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions		
	1.1(a)	Activity schedule <i>[insert completed list of items of services to be performed by the service provider]</i>
	1.1(b)	The completion date is <i>[insert date]</i>
	1.1(c)	The contract name is <i>[name of Contract]</i> .
	1.1(g)	The Employer is <i>[insert name]</i>
	1.1(m)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
	1.1(p)	The Service Provider is <i>[insert name]</i>
	1.1(t)	The service to be performed by the service provider <i>[indicate]</i>
2.	2.1	The law that applies to the Contract is the law of <i>[insert law]</i> .
3.	4.1	The language is <i>[specify English, Swahili or any other language]</i> .
4.	5.1	The addresses are: Employer: _____ Attention: _____

		Email: _____ Service Provider: _____ Attention: _____ Email: _____
5.	7.1	The Authorized Representatives are: For the Employer: _____ For the Service Provider: _____
B. Commencement, Completion, Modification, and Termination of Contract		
6.	9.1	Schedule of other Service Providers (<i>insert the list of other providers</i>)
7.	11.1	The date on which this Contract shall come into effect is [<i>insert date</i>].
8.	12.1	The Starting Date for the commencement of Services is [<i>insert date</i>].
9.	13.1	The Intended Completion Date is [<i>insert date</i>].
C. Obligations of the Service Provider		
10.	18.3 (b)	Give the list of other activities which the personnel of service providers should not engage in [<i>insert list of activities if any otherwise insert a word not applicable</i>]
12.	23.4	List any other healthy and safety measures required:

13.	24.1(d)	The other actions requiring the employer’s prior approval are [specify] _____
E. Obligations of the Employer		
17.	31.1	<i>[Note: List here any assistance or exemptions that the Employer may provide under GCC 27. If there is no such assistance or exemptions, state “not applicable].”</i>
F. Payments to the Service Provider		
18.	35.1	The amount of contract is [insert amount and currency].
20.	37.1	<p>Payments shall be made according to the following schedule:</p> <p><i>[Note: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) “commencement date” may be replaced with “date of effectiveness;” and (d) if applicable, detail further the nature of the report evidencing performance, as may be required].</i></p> <ul style="list-style-type: none"> • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ _____ (indicate milestone and/or percentage) _____ ➤ _____ (indicate milestone and/or percentage) _____, and ➤ _____ (indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <p><i>[Note: This sample clause should be specifically drafted for</i></p>

		<i>each contract].</i>
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Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B—Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in Zanzibar, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside Zanzibar.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E—Services and Facilities Provided by the Employer

**SECTION VI: PERFORMANCE SPECIFICATIONS AND
DRAWINGS**

[text of Performance Specification Drawings (if any) to be inserted in the Bidding Documents by the Procuring and Disposing Entity, as applicable]

SECTION VII: ACTIVITY SCHEDULE

SECTION VIII: BIDDING FORMS

Form of Agreement

This AGREEMENT (hereinafter called the “Contract”) is made the [.....] day of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one Entity, the above should be partially amended to read as follows: “]...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract, namely, [name of joint venture] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];
- (c) the Employer has set aside funds towards the cost of the Services and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1) 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 documents.
 - (i) the Letter of Acceptance;
 - (ii) The Service Provider’s Bid
 - (iii) the addenda Nos _____(if any);
 - (iv) the Special Conditions of Contract;
 - (v) the General Conditions of Contract;
 - (vi) the Specification; and

- (vii) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one Entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[*Name of member*]

[*Authorized Representative*]

[*Name of member*]

[Authorized Representative]

Form of Bid

[date]

To: [name and address of Procuring and Disposing Entity]

We offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [name of currency].

We are not participating, as Bidders, in more than one Bid in this Bidding process.

Our firm, its affiliates or subsidiaries, including any subcontractors or service providers 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.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(if none has been paid or is to be paid, state "none")

This Bid and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the **BDS**.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

[Letterhead paper of the Procuring and Disposing Entity]

[Date]

Letter of Acceptance

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

This is to notify you that your Bid dated *[.....]* 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.

You are hereby invited for contract's discussion meeting that will be held on *[insert date, time and the venue]*.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Qualification Information

[To establish qualifications to perform the contract the Bidder shall provide information requested in form below]

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Bidder's Status

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

Registration/ Certificate of Incorporation *[attach]*

Current Business License *[attach]*

Conflict of Interest – No conflict of interest *[should be declared in the Form of Bid]*

Experience

1.2 Services performed as Service Provider on the services of a similar nature and volume over the last *[PDE to insert number]* years.

S/No.	Project Name and Country	Name of Employer and full address	Service Provider Participation	Type of Services Performed	Year	Value of Contract
1.						
2.						
3.						

To comply with this requirement, services cited should be at least 80 per cent complete.

Experience as Service Provider, sub-contractor in at least a number of Contracts *[PDE to insert number of contracts]* for the past *[PDE to insert number]* years, each with a minimum value *[PDE to insert minimum value in TZS]* that have been successfully and substantially completed and that are similar to the proposed services.

Also list details of services under way or committed, including expected completion dates.

S/No.	Name of Contract	Employer's Contact Address, Tel,	Value of Outstanding Services [Current TZS Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [TZS/month]
1.					

2.					
n-1					
N					

1.3 **Tools and Equipment**

Major items of Service Provider's Equipment proposed for carrying out the services.
 List all information requested below

List all information requested below

S/No.	Item of equipment <i>[PE to list required equipment]</i>	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
1.				
2.				
3.				
n-1				
n				

1.4 **Personnel**

Qualifications and experience of key personnel proposed for administration and execution of the Contract. *(CVs of all key proposed key personnel shall be attached)*

S/No.	Position <i>[PDE to list required key personnel]</i>	Name	Years of Experience (General Experience) <i>[PDE to list required Years of Experience]</i>	Years of experience in proposed position <i>[PDE to list Years of Experience]</i>
1.				
2.				
3.				
n-1				
n				

1.5 **Subcontracting**

Proposed sub-contractor and firms involved. Refer to ITB 3.11 and 7 of General Conditions of Contract

S/No.	Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in similar service
1.				
2.				
n-1				
n				

1.8

Financial Capability

The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow requirements estimated as TZS [*PDE to insert the amount*] for the subject contract(s) net of the Bidder other commitments

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total services cash flow demands of the subject contract or contracts.

Source of financing	Amount (TZS Equivalent)
1.	
2.	
3.	
4.	

1.9 Name, address, and telephone numbers of banks that may provide references if contracted by the Employer.

1.10

Litigation History

Information on current litigation in which the Bidder is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			

1.11

Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Bidder

1.12

Proposed Service Programme

Proposed Program (service method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding documents.

2.

Joint Ventures

- 2.1 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
2.2 The information in 1.11 & 1.12 above shall be provided for the joint venture.

Bid Security Form (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

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 to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with **ITB 42**.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Applicant of the results of the Bidding process; or (ii) thirty (30) 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 on or before that date.

[signature(s)]

Bid- Securing Declaration

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

Bid No: *(insert number of Bidding process)*

Alternative No: *(insert identification No if this is a Bid for an alternative)*

To: *(insert complete name of Employer)*

We, the undersigned, declare that:

We understand that, according to your condition, 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 Employer 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 out Bid during the period of Bid validity specified in the form of Bid; of
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to executed the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 42.

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)*

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

**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: _____

SECTION I: INVITATION FOR BIDDERS

[Insert Name of Procuring and Disposing Entity]

[Insert logo]

Bid No.

for

[Insert title or brief description of the service]

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 of Procuring and Disposing Entity] 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 Procuring and Disposing Entity] 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 Procuring and Disposing Entity] now invites sealed Bids from eligible Bidders to provide services for [insert brief description of the services to be procured].
4. Bidding will be conducted through the [insert method of procurement] procedures specified in the **Public Procurement Regulations, 2020** and is open to all eligible Bidders as defined in the Regulations.
5. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of the [Insert the physical and postal address of the Tender Board Secretary of the Procuring and Disposing Entity] from [start and end of working hours] on Mondays to Fridays inclusive except on public holidays.
6. A complete set of Bidding Documents in [insert language of the bid documents] 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 payable to [state the title of the Accounting Officer to which payments are to be made].

7. All Bids must be accompanied by a Bid Security [*if Bid Security is required*] in an acceptable form in the amount of [*insert the amount in local currency*] or freely convertible currencies.

or

All Bids must be accompanied by a Bid Securing Declaration in the format provided in the Bidding Documents.

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, incomplete bids, electronic bids, bids not received, and not opened and not read out in public at the Bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

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