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



**STANDARD DOCUMENT FOR QUOTATION**

**PROCUREMENT OF**

**NON CONSULTANCY SERVICES**

**JULY 2024**

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# Preface

The Procurement of Non-Consultancy Services under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act No 11 of 2016 (hereinafter called PPDA 2016)

This standard bidding document has been prepared and issue by the Zanzibar Public Procurement and Disposal of Public Assets Authority (ZPPDA) to be used by Procuring and Disposing Entities (PDEs) for the procurement of open quotation for non-consultant services.

For submission of comments, questions or recommendations on this Bidding Document or to obtain additional information on procurement in Zanzibar is highly recommended to contact through the following address:

###### Executive Director

Public Procurement and Disposal of Public Assets Authority,

###### P.O. Box 1290, Zanzibar

Link to Website: [http://www.zppda.go.tz](http://www.zppda.go.tz/)

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### ABBREVITIONS AND ACRONYMS

**GCC** General Conditions of Contract

**ICB** International Competitive Bidding

**IFQ** Invitation for Quotation

**LPO** Local Purchase Order

**NCT** National Competitive Bidding

**PDE** Procuring and Disposing Entity

**PPDA 2016** Public Procurement and Disposal of Public Assets Act No. 11 of 2016

**SCC** Special Conditions of Contract

**SP** Service Provider

**SoR** Statement of Requirement

**SIFQ** Standard Invitation for Quotation

**TIN** Tax Identification Number

**VAT** Value Added Tax

# SECTION I

#### INSTRUCTIONS TO BIDDERS/ BID DATA SHEET

1

1. This assignment for the provision of [*Insert service to be provided*] services [*Insert lot number and description, if any]* which shall be executed at [*Insert physical address and location*] after the acceptance of the quotation no. [*Insert quotation number*].
2. The detailed information on technical specifications and, or drawings are indicated in

Section V and Section VI.

1. **Bid price**
   1. The contract price shall be determined by the scope of services as described in **Section II.**
   2. if there is any corrections, the bidder shall make crossing out, initialing, dating and rewriting for the replacement of the wrong.
   3. All duties, taxes and other levies payable by the Bidder under the contract shall be included in the total price.
   4. The rates quoted by the Bidder shall be remained as fixed for the duration of the contract and shall not be subjected to adjustment on any account.
   5. The price shall be quoted in Tanzania Shillings.
2. The Bidder shall completely fill the Quotation Submission Form which is attached in **Section VII**. It therefore must be completed without any alterations to its format and no substitution shall be accepted.
3. The following documents shall be attached to the quotation:
   1. A duly completed and signed priced quotation as per the Statement of Requirements and Schedule of Prices;
   2. A ZPPDA Certificate of Registration;
   3. A valid Business License;
   4. A valid VAT and TIN certificate or Stamp Duty Certificate.;
   5. A list of recent performed contracts of similar nature *[insert minimum number of contracts]* include the names and addresses of the Clients for verification;
   6. Bid Securing Declaration;
   7. A duly Notarized Power of Attorney as provided in this quotation document;
   8. A dully filled and signed Form of Integrity as indicated in Section VII; and
   9. [*insert* a*ny other documents which deem necessary by the PDE]*.
4. The payment will be made in Tanzania Shillings.
5. The Quotation shall remain valid for a period of *[Insert number of days]* after the deadline of submission.
6. The quotation shall be completed and signed by an authorized representative of the bidder.
7. Quotation Evaluation Procedures

The **PDE** will evaluate and compare the quotations in the following manner:

* 1. Preliminary Examination; to determine substantially responsive Quotations i.e. confirm if the Bidder has complied with the terms, conditions and specifications indicated in the document.
  2. Detailed evaluation; this shall be carried out to all substantial responsive bidders to examine and check by using criteria and methodology indicated in **Appendix A**.
  3. Comparison of quotations: The PDE shall compare all substantially responsive Quotations to determine the lowest evaluated Bidder.

1. The Procuring and Disposing Entity will award the contract to the bidder whose Quotation has been determined to be substantially responsive and who has offered the lowest evaluated Quotation Price.
2. The PDE reserves the right at the time of contract award to increase or decrease *(insert percentage if applicable, this should not exceed 25%)* of the quantity of services originally specified in the scope of services for each lot without any change in unit price or other terms of conditions and this shall be reflected in the form of contract.
3. Notwithstanding the above, the **PDE** reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract in accordance with the requirements of the Public Procurement and Disposal of Public Assets Act, regulations and guidelines issued by the Authority.
4. The bidder whose bid is accepted will be notified for the award of contract by the **PDE**

prior to expiration of the quotation validity period.

1. Unsatisfied Bidders have the right to seek for review of procurement decisions in accordance with the Public Procurement and Disposal of Public Assets Act,2016 of Zanzibar and its Regulations.

# SECTION II

#### STATEMENT OF REQUIREMENTS AND SCHEDULE OF PRICES

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STATEMENT OF REQUIREMENTS AND SCHEDULE OF PRICES

1. Quotation [*Insert quotation number*]: for provision of [*Insert name of service provided*]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S/No** | **Description of the**  **Service** | **Unit of**  **measure** | **Quantity**  **/ Scope** | **Rate**  **(Tshs)** | **Amount in**  **Tshs** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| **Total Amount for the Services excluding VAT** | | | | |  |
| **Add VAT** | | | | |  |
| **Total Amount for the Services including VAT** | | | | |  |

Or

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No Of Person | Salaries Per Monty | Total Salary | Other cost (n1) | Other cost (n2) | Other cost (n……) | 15%  Vat | Zssf 13% | Total Cost Per Month | Total Cost Per Year |
|  |  |  |  |  |  |  |  |  |  |

1. *[Insert Statement of Requirements for the services to be provided in accordance with form provided in appendix i*]

NOTE: [*Specify time of the services, frequency in a day, week or month, quantity, specific places with specific duty*].

*[For the case where there are several lots the PDE should do the same for each lot/package as 1 and 2 above.]*

Note:

* Bidders are encouraged to visit the site where services will be provided as arranged by the PDE.

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# SECTION III

#### GENERAL CONDITIONS OF CONTRACT

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GCC 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In case there is a conflict, the priority of the documents shall be as stated in **GCC 6**.

GCC 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

**The Client** means the Procuring and Disposing Entity procures the services as named in the Contract.

**Service Provider** means th**e** person(s) or firm whose quotation has been accepted by the Client.

**Service** means the service to be provided in accordance with the contract.

GCC 3: Instructions

All instructions given by the Client shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given verbally, the **SP** shall comply with such instruction and such instruction shall be confirmed in writing within ……. working days by which shall make a record of the content of communication.

GCC 4: Language

All notices, instructions, correspondence or any other written documentation concerning the contract shall be in language specified in the Special Conditions of Contract **(SCC).**

GCC 5: Applicable Law

The Contract shall be governed in accordance with the laws of Zanzibar.

GCC 6: Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as indicated below:

* 1. Letter of Agreement
  2. Letter of Acceptance;
  3. Quotation Submission Form;
  4. Special Conditions of Contract;
  5. General Conditions of Contract;
  6. Technical specifications and Drawings, if any;
  7. Statement of Requirements and Schedule of Prices; and
  8. Any other document forming part of the contract (ie. Negotiation minutes, Minutes of clarifications, etc).

GCC 7: Execution of the Contract.

The Service Provider shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The **SP** shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

GCC 8: Sub-contracting

The **SP** shall not sub-contract the whole or part of the work under this contract without prior written approval of the Client. Such approval shall not relieve the **SP** from any liability or obligation under the contract and the **SP** shall be responsible for default or negligence of any of the sub- contracting(s).

GCC 9: Supervision of Services by Service Provider

The **SP** shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the **SP** to correct the situation.

GCC 10: Inspection

The Client or his authorized representative has the right to inspect the services and the **SP** shall provide reasonable assistance for the same as and when required by the Client.

GCC 11: Rejected Services

Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the **SP** shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.

GCC 12: Insurances

The **SP** shall provide, in the joint names of the Client and the **SP**, insurance cover for loss, or damage, theft and other related situation to Client’s office, equipment, plant, and materials that may be caused by negligence of the staff of the **SP**. The **SP** shall also provide insurance cover for compensation of personal injury or death of the employee of the **SP** while they are at work.

GCC 13: Liabilities of the Service Provider

The **SP** shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.

GCC 14: Force Majeure

* 1. Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
  2. Notwithstanding the provisions of GCC 22 and 23, the **SP** shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  3. For purpose of this clause, ‘’Force Majeure’’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
  4. If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
  5. Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the SP, the SP must provide a revised Program rescheduling the service to minimize the effect of the prevention or delay caused by the event of Force Majeure.
  6. In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be born by both the Client and the **SP**.

GCC 15: Quality of Service and Workmanship

All services and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Clients instructions and subjected to such tests as the Client may require.

GCC 16: Access to Materials

The **SP** shall identify all sources of materials required for works prior to the commencement of the services. The Client shall where required facilitate access to such sources. The **SP** shall not use materials designed under this contract without prior written authorization of the Client.

GCC 17: Exit of Site

Upon completion of the services the **SP** shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.

GCC 18: Health and Safety and Protection of the Environment.

The **SP** shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The **SP** shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Zanzibar.

GCC 19: Commencement and Completion of Service.

The **SP** shall commence and complete the services within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Client.

GCC 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the **SP** accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the **SP**.

GCC 21: Payments

* 1. Advance Payment

An advance payment of the percentage specified in the **SCC** of contract value may be provided upon submission of acceptable collateral as specified in the **SCC**. This advance payment will be deducted in equal installments against each bill submitted by the **SP**, and shall be wholly recovered.

* 1. Interim Payments

Payments will be made to the **SP** monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract.

The amount due to the **SP** under any Invoice shall be paid by the Client to the Services Provider within the time specified in the **SCC** after submission of Invoice by the **SP**.

* 1. Final Payment

The Final Invoice shall be effected within twenty eight (***28)*** working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.

* 1. Deductions to Payments

The Client shall be entitled to deduct any sums, advances or debts recoverable from the **SP** to the Client from any sums payable by the Client to the **SP** under this contract provided that this provision shall not affect any other remedy by action at law or otherwise by which the Client may be entitled to the recovery of any such moneys.

* 1. Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold payments from the **SP**. The Client shall make use of such withheld payments to pay the **SP**'s workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the **SP** under this contract.

GCC 22: Liquidated Damages

If the **SP** fails to perform the services within the time stated in the contract or within any extended time allowed for by the Client the **SP** shall pay to the Client as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

GCC 23: Settlement of Disputes

In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably.

GCC 24: Termination of Contract

* 1. If the **SP** fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new **SP** to provide the Service.
  2. If the Client determines, based on the reasonable evidence that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.
  3. Notwithstanding the above, the Client may terminate the Contract for convenience.
  4. If the Contract is terminated, the SP shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

GCC 25: Payment if Contract Terminated

If the contract is terminated, the **SP** shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the **SP**, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this GCC the Client shall be entitled to be credited with any outstanding balances due from the **SP** for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the **SP** in respect of the provision of the services.

GCC 25: Assignment

The **SP** shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Client.

GCC 26: Notices

* 1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party’s address specified in **SCC**.
  2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

GCC 27: Change of Laws and Regulations

If after the date invitation to quotations, any law or regulation changed in Zanzibar (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.

SECTION IV

#### SPECIAL CONDITIONS OF CONTRACT

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The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (**SCC**) shall prevail over those in the GCC.

|  |  |  |  |
| --- | --- | --- | --- |
| **SCC**  **No.** | **Amendments of, and Supplement to, Clauses in the General Conditions of Contract** | |  |
| **4.0** | Language of the Contract: *[specify language to be used]* | |
| **19.0** | Contract start date: [*Insert time in week or month*] after date of signing the contract | |
| **19.0** | Time for completion is [*Insert time in years or months*] from the contract start date. | |
| **21.1** | Advance payment (if applicable) is *[Insert percentage up to a maximum of 20%*] of contract price.  Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount. | |
| **21.2** | The amount due to the **SP** under any Invoice shall be paid by the Client to the  Services Provider within [*insert period*] after submission of Invoice by the **SP**. | |
| **Notices (GCC 26)** | | | |
| 26.1 | | 1. PDE’s address for notice purposes: [*Insert PDE’s address*] 2. Service Provider’s address for notice purposes: [*insert Supplier’s address*] | |

## SECTION V

#### TECHNICAL SPECIFICATIONS

***(Insert specifications if not the same as in the Description of services)***

# SECTION VI

#### DRAWINGS

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###### (Insert DRAWINGS if any)

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# SECTION VII

#### FORMS

##### FORM OF AGREEMENT

THIS AGREEMENT made on the *[insert:* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*.

BETWEEN

1. *[Insert complete name of Purchaser]*, having its principal place of business at *[insert address of Purchaser****]*** (hereinafter called “the Purchaser”), of the one part, and
2. *[Insert name of Supplier and Country]*, having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Quotations for supply of Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contract Sum is*: [state contract sum in TZS.]*
3. Delivery Period: The goods are to be delivered within *[insert number in days/weeks/months]* from the date of this Purchase order.
4. Warranty: The warranty period *[insert number months if applicable].*
5. Delivery point: The goods are to be delivered to *[indicate full address if applicable].*
6. 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
   1. Letter of Acceptance;
   2. Quotation Submission Form;
   3. Special Conditions of Contract;
   4. General Conditions of Contract;
   5. Specifications, Drawings, Samples if any etc.
   6. *[List any other documents]*
7. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to

provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

**Signed**: *[insert signature]*

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

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

**Signed**: *[insert signature of authorized representative(s) of the Supplier]*

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

In the presence of *[insert identification of official witness]*

*[insert letterhead paper of the Bidder full postal address, and telephone, and cable address]*

##### QUOTATION SUBMISSION FORM

*…………………………….[date]*

To: [*insert full address of Procuring and Disposing Entity (PDE)*]

We offer to provide the [*insert description of service and Reference No.*] in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of [insert *amount in words, figures and currency]*.

We also offer to complete the said services within a period of [*insert period*] that includes mobilization period.

This quotation 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 quotation you receive.

We agree to abide by this Quotation for the Validity Period specified in ITB 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation Documents.

We declares that our quoted price did not involve agreement with other Bidders for the purpose of Bid suppression.

We hereby confirm that this quotation complies with the conditions required by the Invitation for Quotations.

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

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

Name of Bidder: …………………………………………………………

1. 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 Procuring and Disposing Entity (PDE)****]*

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of bid validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the bid price; or
3. having been notified of the acceptance of our Bid by the Procuring and Disposing Entity during the period of bid validity, (i) failure to sign the contract if required by Procuring and Disposing Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the bidding documents.

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

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

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

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

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

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

Corporate Seal (where appropriate)[*Insert Name of PDE*]

##### 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

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

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

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

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

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

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

*………………………………………*

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

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

This *[insert date, month and year*]

DONOR

**BEFORE ME:**

COMMISSIONER FOR OATHS

**ACKNOWLEDGEMENT**

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

SIGNED AND DELIVERED by the said *[insert name of donee]* Identified to me by *[insert name of doner]*

The latter known to me personally

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

BEFORE ME:

**COMMISSIONER FOR OATHS**

**[*Insert logo*]**

1. LETTER OF ACCEPTANCE

*…………………………… [date]*

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

This is to notify you that your quotation dated *[insert date]* for provision of the *[insert description of service and quotation number, as given in the quotation documents]* for the Contract Price of [*insert amount in words, figures and currency*], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

We hereby confirming [*insert name of the Appointing Authority*] to be the appointing authority, to appoint the Adjudicator incase of any arisen disputes in accordance with GCC 23.1.

You are required to sign the Contract and commence the service within [*insert period*] from the date of signing the contract.

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

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

Name of Client: ………………………………………..…………………………………

# SECTION VIII

#### INTEGRITY

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:

**APPENDIX A –EVALUATION CRITERIA AND METHODOLOGY**

|  |  |
| --- | --- |
| **1.** | **Evaluation Criteria and Methodology** |
| 1.1 | **Correction of Arithmetical Errors** |
| (a) | Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly |
| (b) | If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as  quoted shall govern and the unit price shall be corrected; |
| (c) | 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 |
| (d) | If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in  which case the amount in figures shall prevail subject to (a) and (b) above. |
| **1.2** | ***DISCOUNTS*** |
|  | *THE PURCHASER WILL ADJUST THE QUOTATION PRICE, USING THE METHODOLOGY PRESCRIBED BY THE BIDDER IN ITS QUOTATION SUBMISSION FORM, TO TAKE ACCOUNT OF THE DISCOUNTS OFFERED AS READ OUT AT THE QUOTATION OPENING.* |
| **1.3** | ***QUANTIFIABLE NONMATERIAL NONCONFORMITIES*** |
|  | *THE ADJUSTMENT SHALL BE MADE USING THE FOLLOWING METHODOLOGY:* [INSERT METHODOLOGY] |
| **1.4** | **Any other Criteria or Methodology** |
|  | *[Insert the applicable criteria and methodology]* |

**INVITATION FOR QUOTATIONS**

**[*Insert Name of Procuring and Disposing Entity*] [*Insert Logo*]**

**Quotation No……………**

**For**

**[*Insert description of services to be provided]***

INVITATION FOR QUOTATIONS

**To: *[Insert name of Service Provider]***

Date: ………………

1. This Invitation for Quotation (IFQ) follows the General Procurement Notice for the [*Insert name of the Procuring and Disposing Entity*] for the [*Insert year]* financial year that appeared in the [*Insert name of the news paper issue No and Issue date*] and ZPPDA bid Portal [*Insert date of Publication]*
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 which this invitation for Quotation is issued.

Or

The United Republic of Tanzania /Revolutionary Government of Zanzibar 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 which this invitation for Quotation is issued.

1. Now, [Insert name of Procuring and Disposing Entity]on behalf of the Revolutionary Government of Zanzibar invites you to submit your price Quotation for supplying the goods as described in the Schedule of Requirements and Prices.
2. All Quotations in original form, properly filled in, must be submit to the respective RFQ in the e Procurement system through [www.eprocurement.zppda.go.tz](http://www.eprocurement.zppda.go.tz/) .
3. Deadline for submission will be on *[insert day and date*] at [*Insert time*] hours local time. Quotations 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 Quotation opening]*
4. Late Quotation or Quotation that is not opened in public shall not be accepted for evaluation irrespective of the circumstances.

*[Insert name and signature of Authorized Personnel of the Procuring and Disposing Entity]*