

**THE UNITED REPUBLIC OF TANZANIA**  
PRESIDENT'S OFFICE REGIONAL ADMINISTRATION & LOCAL GOVERNMENT



**MOROGORO MUNICIPAL COUNCIL**



**INVITATION FOR TENDER**

**TENDER NO. LGA/079/2016-17/HQ/G/36**

**FOR**

**SUPPLY OF TWO BRAND NEW TEN (10) TONES TIPPER  
TRUCKS IN MOROGORO MUNICIPALITY**

**JULY, 2017.**

## **TENDER DOCUMENTS:**

Section I	Invitation for Tender (IFT)
Section II	Instructions to Tenderers (ITT)
Section III	Tender Data Sheet (TDS)
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Schedule of Requirements
Section VII	Technical Specifications
Section VIII	Forms - Tender
	<ul style="list-style-type: none"><li>• Form of Tender</li></ul>
	<ul style="list-style-type: none"><li>• Letter of Acceptance</li></ul>
	<ul style="list-style-type: none"><li>• Form of Contract</li></ul>
	<ul style="list-style-type: none"><li>• Price schedule for Supplies and Related Services</li></ul>
	<ul style="list-style-type: none"><li>• Form of Qualification Information</li></ul>
Section IX	Forms of Security
	<ul style="list-style-type: none"><li>• Tender Security Form or (Tender Securing Declaration)</li></ul>
	<ul style="list-style-type: none"><li>• Performance Security Form</li></ul>
	<ul style="list-style-type: none"><li>• Bank Guarantee for Advance Payments</li></ul>
	<ul style="list-style-type: none"><li>• Manufacturer's Authorization Form</li></ul>
Section X	Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program

**SECTION I: INVITATION FOR TENDERS**

# MOROGORO MUNICIPAL COUNCIL



## INVITATION FOR TENDERS

FOR

TENDER NO. LGA/079/2016-17/HQ/G/36

FOR

**SUPPLY OF TWO BRAND NEW TEN (10) TONES TIPPER TRUCKS**

**Date: 20/07/2017.**

1. The Government of the United Republic of Tanzania has received a credit from the International Development Association (IDA) towards the cost of Urban Local Government Strengthening Programme (ULGSP), and it intends to apply part of the proceeds of this credit to cover for eligible payments under the contract for procurement of **Two brand new Ten (10) tones Tipper Trucks in Morogoro Municipality.**
2. The **Morogoro Municipal Council** now invites sealed bids from eligible Suppliers to supply two brand new ten (10) tones Tipper Trucks.
3. Tendering will be conducted through the National Competitive Tendering procedures specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 and is open to all Tenderers as defined in the Regulations.
4. Interested eligible Tenders may obtain further information and inspect the Tendering Documents at the office of the **Secretary, Municipal Tender Board, P.O. BOX 166, Morogoro situated at the junction Old Dar es Salaam and Station roads from 7.30 to 15.30 hours** local time on Mondays to Fridays inclusive except on public holidays.
5. A complete set of Tendering Document(s) in English and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 4 above and upon payment of a non-refundable fee of **Tshs.100,000.00 (Tshs. One Hundred thousand only)**. Payment should either be by Cash, Banker's Draft, or Banker's Cheque, payable to **The Municipal Director, Morogoro Municipal Council** and should be done through **NMB 22101200240 Morogoro Municipal Council own source Account.**
6. All Tenders must be accompanied by a Tender securing declaration in the format provided in the Tendering documents.

7. All Tenders in one original plus two copies properly filled in, and enclosed in plain envelopes must be delivered to at the office of the Secretary to the Morogoro Municipal Council Tender Board Depot along station road. The outer cover shall be clearly marked **Tender No. LGA/079/2016-17/HQ/G/36 for Supply of two brand new ten (10) tones Tipper Trucks in Morogoro Municipality**, must be delivered to the address below:

**THE MUNICIPAL DIRECTOR  
MOROGORO MUNICIPAL COUNCIL,  
P.O. BOX 166,  
Tel. No. +255 23 261 4727 and Fax No. +255 23 261 4727  
MOROGORO.**

at or before **12:00** hours local time on **Wednesday 9<sup>th</sup> August, 2017**. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend the opening ceremony at the Municipal Hall, situated at the junction of Old Dar es salaam and Station roads.

8. Late Tenders, Portion of Tenders, Electronic Tenders, Tenders not received, Tenders not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

.....  
John K. Mgalula  
**MUNICIPAL DIRECTOR  
MOROGORO MUNICIPAL COUNCIL**

**SECTION II: INSTRUCTION TO TENDERERS**

## A. Introduction

1. **Scope of Tender**
  - 1.1 The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the provision of Goods as specified in the **Tender Data Sheet** and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the **Tender Data Sheet** from the start date specified in the **Tender Data Sheet**.
  - 1.2 The successful Tenderer will be expected to complete the supply of the goods by the required completion date specified in the **Tender Data Sheet**.
2. **Source of Funds**
  - 2.1 The Government of the United Republic of Tanzania has received a credit from the International Development Association (IDA) towards the cost of Urban Local Government Strengthening Programme (ULGSP), and it intends to apply part of the proceeds of this credit to cover for eligible payments under the contract for supply of goods as described in the **Tender Data Sheet**.
  - 2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
3. **Eligible Tenderers**
  - 3.1 A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT sub-Clause 3.4 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the **Tender Data Sheet**, there is no limit on the number of members in a joint venture, consortium, or association.
  - 3.2 The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity
  - 3.3 Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each

party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Entity.

- 3.4 The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446, except as provided hereinafter.
- 3.5 National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract.
- 3.6 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:
  - a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Tenders.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Tender; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
  - f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender or as Tenderers and subcontractors simultaneously; or
  - g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.



- 3.7 A Tenderer may be ineligible if –
- (a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) the Tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.
- 3.8 Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
- 3.9 Tenderers shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
- 3.10 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.11 Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.

#### **4. Eligible**

- 4.1 All goods and related services to be supplied under the contract shall

**Goods and Related Services**

have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Tender, ineligible countries are stated in the **Tender Data Sheet**.

- 4.2 For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, training and initial maintenance.
- 4.3 For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
- 4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
- 4.5 To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender.
- 4.6 If so required in the **Tender Data Sheet**, the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender.

**5. One Tender per Tenderer**

- 5.1 A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
- 5.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
- 5.3 A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
- 5.4 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.

**6. Cost of Tendering**

- 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of

## B. Tendering Documents

7. **Content of Tendering Documents**
- 7.1 The goods required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT clause 9.2 include:
- Section II Instructions to Tenderers (ITT)
  - Section III Tender Data Sheet (TDS)
  - Section IV General Conditions of Contract (GCC)
  - Section V Special Conditions of Contract (SCC)
  - Section VI Schedule of Requirements
  - Section VII Technical Specifications
  - Section VIII Forms - Tender
    - Form of Tender
    - Letter of Acceptance
    - Form of Contract
    - Price schedule for Supplies and Related Services
    - Form of Qualification Information
  - Section IX Forms of Security
    - Tender Security Form or (Tender Securing Declaration)
    - Performance Security Form
    - Bank Guarantee for Advance Payments
    - Manufacturer's Authorization Form
  - Section X Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program
- 7.2 The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**
- 7.3 The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in sub-Clause 7.1 above, said Tendering Documents will take precedence.
- 7.4 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Procuring Entity.
- 7.5 The Tenderer is expected to examine all instructions, forms,

terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

**8. Clarification of Tendering Documents**

- 8.1 A prospective Tenderer requiring any clarification of the Tendering Documents may notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 8.2 The Procuring Entity will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1 and in case of non competitive methods, three (3) days prior to the deadline for submission of Tenders.
- 8.3 Copies of the Procuring Entity's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
- 8.4 Should the Procuring Entity deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT Clause 9.

**9. Amendment of Tendering Documents**

- 9.1 Before the deadline for submission of Tenders, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
- 9.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to tenderers to which the Procuring Entity provided the Tendering Documents
- 9.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of Tenders, pursuant to sub-Clause 22.2.

## C. Preparation of Tenders

- 10. Language of Tender** 10.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the language specified in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Tender Data Sheet**, in which case, for purposes of interpretation of the Tender, the translation shall govern.
- 11. Documents and Sample(s) Constituting the Tender** 11.1 The Tender prepared by the Tenderer shall constitute the following components:
- a) Form of Tender and a Price Schedule completed in accordance with ITT Clauses 14, 15, and 16;
  - b) Form of Sample(s) as requested in the **Tender Data Sheet**.
  - c) documentary evidence established in accordance with ITT Clause 13 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
  - d) Documentary evidence established in accordance with ITT sub-Clause 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;
  - e) documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents ;
  - f) Tender security or Tender Securing Declaration furnished in accordance with ITT Clause 18;
  - g) Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.2; and
  - h) Any other document required in the **Tender Data Sheet**.
- 11.2 Where a sample(s) is required by a procuring entity, the sample shall be:
- (a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;

- (b) carriage paid;
- (c) received on, or before, the closing time and date for the submission of tenders; and
- (d) evaluated to determine compliance with all characteristics listed in the **Tender Data Sheet..**

11.3 The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-

- (a) does not conform to all characteristics prescribed in the solicitation documents and
- (b) are not submitted within the specified time.

11.4 Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.

11.5 Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.

11.6 All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.

**12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents**

12.1 Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the contract.

12.2 The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the Goods;
- b) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- c) any other procurement specific documentation requirement as stated in the **Tender Data Sheet**.

12.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the Tender Data Sheet** following commencement of the use of the goods by the Procuring Entity.

12.5 For purposes of the commentary to be furnished pursuant to sub-Clause 12.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12.6 The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

**13. Documents Establishing Eligibility and Qualification of the Tenderer**

13.1 Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

13.2 The documentary evidence of the Tenderer's eligibility to

Tender shall establish to the Procuring Entity's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT Clause 4.

13.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania;

b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in **Tender Data Sheet**.

c) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications.

**14. Form of Tender**

14.1 The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.

**15. Tender Prices**

15.1 The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

15.2 All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.

15.3 The Tender price to be quoted in the Form of Tender in accordance with sub-Clause 15.1 shall be the total price of the Tender, excluding any discounts offered.



- 15.4 The Tenderer shall quote any unconditional discounts and the methodology for their application in the 'Form of Tender in accordance with sub-Clause 15.9.
- 15.5 The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract
- 15.6 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a) For goods manufactured from within the United Republic of Tanzania:
- i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
    - A. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;  
or
    - B. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
  - ii) United Republic of Tanzania sales and other taxes which will be payable on the goods if the contract is awarded.
  - iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Tender Data Sheet**.
  - iv) the price of other (incidental) services, if any, listed in the **Tender Data Sheet**.
- b) For goods offered from abroad:
- i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Tender Data Sheet**. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.
  - ii) the price of the goods quoted FOB port of shipment (or

FCA, as the case may be), if specified in the **Tender Data Sheet**.

iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Tender Data Sheet**.

iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Tender Data Sheet**.

v) the price of (incidental) services, if any, listed in the **Tender Data Sheet**.

15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this sub-Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This, shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:-

a) **For Goods:-**

i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the **Tender Data Sheet**

ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and

b) **For Related Services**

i) e

ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and

iii)T

15.8 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Tender Data Sheet**. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. If, however, in accordance

with the **Tender Data Sheet**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

15.9 If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within a package.

## 16. Tender Currencies

16.1 Prices shall be quoted in the following currencies:

a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **Tender Data Sheet**.

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

16.2 The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT sub-Clause.16.1 above shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of sub-Clause 31.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.

16.3 Tenderers shall indicate details of their expected foreign currency requirements in the tender.

16.4 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of

Contract are reasonable and responsive to sub-Clause 16.1.

**17. Tender Validity Period**

- 17.1 Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Tender Security provided under ITT Clause 18 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT Clause 18 in all respects.
- 17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender Price without taking into consideration on the above correction.

**18. Tender Security or Tender Securing Declaration**

- 18.1 Pursuant to ITT Clause 11, unless otherwise specified in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet** or Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in Section **IX**.
- 18.2 The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 18.9.
- 18.3 The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **Tender Data Sheet** which shall be in any of the following:

- a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,
  - b) a cashier's or certified cheque.
  - c) another security if indicated in the **Tender Data Sheet**
- 18.4 The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Bid Securing Declaration included in Section **IX** or another form approved by the Procuring Entity prior to the Tender submission.
- 18.5 The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.
- 18.6 Any Tender not accompanied by a Tender security or Bid Securing Declaration in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.
- 18.7 Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the Procuring Entity pursuant to ITT Clause 17. The procuring entity shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:
- (a) the expiry of the tender security;
  - (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the solicitation documents;
  - (c) the rejection by the procuring entity of all tenders;
  - (d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.
- 18.8 The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract pursuant to ITT Clause 41, and furnishing the performance security, pursuant to ITT

Clause 42.

18.9 The Tender Security may be forfeited or the Bid Securing Declaration executed:

a) if a Tenderer:

i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in sub-Clause 17.2; or

ii) does not accept the correction of errors pursuant to sub-Clause 30.3; or

b) in the case of a successful Tenderer, if the Tenderer fails:

i) to sign the contract in accordance with ITT Clause 41; **or**

ii) to furnish performance security in accordance with ITT Clause 42.

18.1 A Tenderer shall be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:

(a) if the Tenderer withdraws its Tender, except as provided in sub-Clauses 17.2 and 30.2; or

(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security

**19. Alternative Tenders by Tenderers**

19.1 Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 19.2 shall prevail.

19.2 When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the **Tender Data Sheet** as will the method for evaluating different schedule for delivery of goods.

19.3 If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering

Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.

- 20. Format and Signing of Tender**
- 20.1 The Tenderer shall prepare an original and the number of copies of the Tender indicated in the **Tender Data Sheet**, clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 20.2 The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Tender.
- 20.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

#### **D. Submission of Tenders**

- 21. Sealing and Marking of Tenders**
- 21.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
  - b) bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (ITT) title and number indicated in the **Tender Data Sheet**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to sub-Clause 22.1.
- 21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to ITT Clause 23 and for matching purpose under ITT Clause 24.
- 21.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of Tender.
- 21.5 If the outer envelope discloses the Tenderer’s identity, the Procuring Entity will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
- 22. Deadline for Submission of Tenders**
- 22.1 Tenders shall be received by the Procuring Entity at the address specified under sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.
- 22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
- 23. Late Tenders**
- 23.1 The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
- 23.2 Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared



late, rejected and returned unopened to the Tenderer.

**24. Modification, Substitution and Withdrawal of Tenders**

- 24.1 A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline for submission of Tenders.
- 24.2 The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" "**SUBSTITUTION**" or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 24.3 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
- 24.4 Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
- 24.5 No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security or execution of the Tender Securing Declaration, pursuant to the sub-Clause 18.9.

**E. Opening and Evaluation of Tenders**

**2 Opening of Tenders**

- 25.1 The Procuring Entity will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the **Tender Data Sheet**. The Tenderers' representatives present shall sign a

register as proof of their attendance.

- 25.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked “SUBSTITUTION” shall be opened and the submissions therein read out in appropriate detail.
- 25.3 All other envelopes shall be opened one at a time. The Tenderers names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender Securing Declaration and such other details as the Procuring Entity may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.
- 25.4 Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
- 25.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender 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 Tenderer’s representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderers Tender.
- 25.6 No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.
- 25.7 The Procuring Entity shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.
- 25.8 The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’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 Tenderers.

25.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

**2 Confidentiality**

26.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

26.2 Any effort by a Tenderer to influence the Procuring Entity processing of Tenders or award decisions may result in the rejection of its Tender.

26.3 Notwithstanding sub-Clause 26.2 from the time of Tender opening to the time of contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it should do so in writing or in electronic forms that provide record of the content of communication.

**2 Clarification of Tenders**

27.1 To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.

27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 30.

27.3 From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.

**2 Preliminary Examination of Tenders**

28.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether each Tender:

- a) meets the eligibility criteria defined in ITT Clause 3 and Clause 4;
- b) has been properly signed;
- c) is accompanied by the required securities; and

- d) is substantially responsive to the requirements of the Tendering Documents .

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

28.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-

- a) affects in any substantial way the scope, quality, or performance of the Services;
- b) limits in any substantial way, inconsistent with the Tendering Documents , the Procuring Entity's rights or the Tenderers obligations under the Contract; or
- c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

28.3 The Procuring Entity will confirm that the documents and information specified under ITT Clause 11, ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

28.4 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

28.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

**2 Examination of Terms and Conditions; Technical Evaluation**

29.1 The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.

29.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 12, to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Section VII – Technical Specifications have been met without material deviation or reservation.

29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

**3 Correction of Errors**

30.1 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-

- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing Declaration may be executed in accordance with sub-Clause 18.9.

**3 Conversion to Single Currency**

31.1 To facilitate evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:

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

31.2 The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the

exchange rate, are specified in the **Tender Data Sheet**.

- 3 Commercial Evaluation of Tenders**
- 32.1 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT Clause 28.
- 32.2 The Procuring Entity's evaluation of a Tender will exclude and not take into account:
- a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and
  - c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
- 32.3 The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.
- 32.4 In evaluating the Tenders, the evaluation committee will, in addition to the Tender price quoted in accordance with sub-Clause 15.1, take account of one or more of the following factors as specified in the **Tender Data Sheet**, and quantified in sub-Clause 32.5:
- a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination.
  - b) delivery schedule offered in the Tender;
  - c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - d) the cost of components, mandatory spare parts, and service;
  - e) the availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Tender;

- f) the projected operating and maintenance costs during the life of the equipment;
- g) the performance and productivity of the equipment offered; and/or
- h) other specific criteria indicated in the **Tender Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Tender Data Sheet** pursuant to sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Tender Data Sheet**:

- a) *Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Tender Data Sheet** will be computed for each Tender by the Procuring Entity on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

b) *Delivery schedule.*

i) The Procuring Entity requires that the goods under the Invitation for Tenders shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Tender after allowing for reasonable international and inland transportation time. Treating the Tender resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Tenders by applying a percentage, specified in the **Tender Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

**or**

ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **Tender Data Sheet**, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the **Tender Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.



c) *Deviation in payment schedule.*

i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Tenderer.

**or**

ii) The SCC stipulates the payment schedule offered by the Procuring Entity. If a Tender deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the **Tender Data Sheet**.

d) *Cost of spare parts*

i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Tender Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender price.

**or**

ii) The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Tender Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price.

**Or**

iii) The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the **Tender Data Sheet**, based on information furnished by each Tenderer, as well as on past experience of the Procuring entity or other purchasers in similar situations. Such costs shall be added to the Tender price for evaluation.

e) *Spare parts and after sales service facilities in Tanzania*

The cost to the Purchaser of establishing the minimum service

facilities and parts inventories, as outlined in the **Tender Data Sheet** or elsewhere in the Tendering Documents, if quoted separately, shall be added to the Tender price.

f) *Operating and maintenance costs*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Tender Data Sheet** or in the Technical Specifications.

g) *Performance and productivity of the equipment.*

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Tender Data Sheet** will be added to the Tender Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Tender Data Sheet** or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender price using the methodology specified in the **Tender Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria.*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Tender Data Sheet** and/or the Technical Specifications.

32.6 If these Tendering Documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender, is specified in the **Tender Data Sheet**.

**3 National Preference**

33.1 If the **Tender Data Sheet** so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the Procuring Entity that its

Tender complies with the criteria specified in sub-Clause 13.3.

- 33.2 The Procuring Entity shall, in applying exclusive preference, use the Authority's register of tenderers to determine whether or not tenderers are qualified for exclusive preference.
- 33.3 A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than sixty per cent, shall also be eligible to participate in the exclusive preference scheme.
- 33.4 The Procuring Entity will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Forms of Tender and Price Schedules, pursuant to ITT Clauses 14 and 15.
- 33.5 For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:
- a) **Group A:** Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:
    - (i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and
    - (ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.
  - b) **Group B:** All other Tenders offering goods from within the United Republic of Tanzania.
  - c) **Group C:** Tenders offering goods from overseas which are to be directly imported.
- 33.6 All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.
- 33.7 If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated

Tender price of the imported goods offered in each Group C Tender, for the purpose of this further comparison only:

- a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Tender;
- or**
- b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

33.8 If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under sub-Clause 33.5 above, will be selected for award.

**3 Determination of Lowest Evaluated Tender**

34.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.

**3 Post-qualification of Tenderer**

35.1 After determining the lowest-evaluated tender, the Procuring Entity shall carry out the post-qualification of the Tenderer using only the requirements specified in the **Tender Data Sheet**.

35.2 Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-qualification. The following process shall apply:

- (a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the tenderer that presented that tender to perform the contract.
- (b) Before rejecting an abnormally low tender the procuring entity shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low.
- (c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings

and promptly communicated to the tenderer concerned;

- (d) The Accounting Officer (Procuring Entity) shall seek the approval of the Authority prior to rejecting a tender;
- (e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and
- (f) An abnormally low tender means, in the light of the Procuring Entity's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.

35.3 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.

35.4 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.

35.5 A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

35.6 In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.

35.7 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **F. Award of Contract**

- 36. Criteria Award** of 36.1 Subject to ITT Clause 35 and 37, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such

Tenderer has been determined to be:

- a) eligible in accordance with the provisions of ITT Clause 3;
- b) is determined to be qualified to perform the Contract satisfactorily; and
- c) successful negotiations have been concluded, if any.

36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package” basis, the lowest evaluated Tender 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 Tenderers for award of more than one Contract.

### **37. Negotiations**

37.1 Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:

- (a) a minor alteration to the technical details of the statement of requirements;
- (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
- (c) a minor amendment to the special conditions of Contract;
- (d) finalising payment arrangements;
- (e) delivery arrangements;
- (f) the methodology; or
- (g) clarifying details that were not apparent or could not be finalised at the time of tendering.

37.2 Where single source method was used or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the Goods.

37.3 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the Procuring Entity shall not reopen earlier negotiations.

- 38. Procuring Entity's Right to Accept any Tender and to Reject any or All Tenders**
- 38.1 Notwithstanding ITT Clause 36, the Procuring Entity reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
- 38.2 Notice of the rejection of all Tenders shall be given promptly to all tenderers that have submitted Tenders.
- 38.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
- 39. Procuring Entity's Right to Vary Quantities at the Time of Award**
- 39.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
- 40. Notification of Award**
- 40.1 Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.
- 40.2 Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 40.3 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 42 and signing of the contract in accordance with sub-Clause 41.2.

- 40.3 Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 42, the Procuring Entity will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security or Tender Securing Declaration of the Tenderers pursuant to sub-Clause 18.7
- 40.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing or electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
- 41. Signing of Contract**
- 41.1 Promptly after notification, Procuring Entity shall send the successful Tenderer the agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 41.2 Within twenty eight (28) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.
- 42. Performance Security**
- 42.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **Tender Data Sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 42.2 If the Performance Security is provided by the successful Tenderer and it shall be in the form specified in the **Tender Data Sheet** which shall be in any of the following:
- (a) cash, certified cheque, cashier's or manager's cheque, or bank draft;
  - (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;



- (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or
- (d) surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.

42.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the Procuring Entity may make the award to the next lowest evaluated Tenderer or call for new Tenders.

#### **43. Advance Payment**

43.1 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the **Tender Data Sheet**.

43.2 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Tender Data Sheet**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.

#### **44. Adjudicator**

44.1 The Procuring Entity proposes the person named in the **Tender Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Tender Data Sheet**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

- 45. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices**
- 45.1 The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.
- a) defines, for the purpose of this provision, the terms set forth below as follows:-
- i) “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 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;
  - 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;
  - 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 tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
  - v) “obstructive practice” means acts intended

to materially impede access to required information in exercising a duty under this Act;

- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive and obstructive practices in competing for the contract;
  - c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt , fraudulent, coercive, collusive and obstructive practices were engaged in by representatives of the Procuring Entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the Procuring Entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation;
  - d) Will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract.
- 45.2 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, coercive, collusive, fraudulent 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.
- 45.3 Any communications between the Tenderer and the Procuring Entity related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

## **G. Review of Procurement Decisions**

46. **Right to Review** 46.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
47. **Time Limit on Review** 47.1 The Tenderer shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48. **Submission of Applications for Review** 48.1 Any application for administrative review shall be submitted in writing or electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the **Tender Data Sheet**.
- 48.2 The application for administrative review shall include:
- a) details of the procurement requirements to which the complaint relates;
  - b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;
  - c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;
  - d) documentary or other evidence supporting the complaint where available;
  - e) Remedies sought; and
  - f) any other information relevant to the complaint.
- 48.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
49. **Decision by the Head of Procuring Entity** 49.1 The head of a Procuring Entity shall, within fourteen (14) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

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

49.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 49.1, the Tenderer submitting the complaint or dispute or the Procuring Entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 50.1 within fourteen (14) days after such specified time and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.

**50. Review by the Public Procurement Appeals Authority**

50.1 Complaints or disputes which-

- (a) are not settled within the specified period under ITT 49.1
- (b) are not amicably settled by the accounting officer; or
- (c) arise after the procurement contract has entered into force pursuant to ITT 41,

shall be referred to the Appeals Authority within fourteen days from the date when the Consultant received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITC 49.1 or when the Consultant become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITC 47.1.

50.2 PPAA may be contacted at the address shown in the **Tender Data Sheet.**

**SECTION III: TENDER DATA SHEET**

## Tender Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

### SUPPLY OF TWO BRAND NEW TEN (10) TONNES TIPPER TRUCKS

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. Introduction</b>		
<b>1.</b>	<b>1.1</b>	<p>Name of Procuring Entity: <b>Morogoro Municipal Council, P.O.BOX 166, MOROGORO</b></p> <p>The subject of procurement is: <b>Supply of Two brand new ten (10) Tones Tipper Trucks to be delivered at Morogoro Municipal Council.</b></p> <p>Period for supply of goods: <b>20 weeks from the receipt of an award of contract</b></p> <p>Commencement date for supply of Goods: .....</p>
<b>2.</b>	<b>1.2</b>	Completion date for supply of the Goods: .....
<b>3.</b>	<b>2.1 &amp; 2.2</b>	<p>Financial year for the operations of the Procuring Entity: <b>2016/2017</b></p> <p>Name of Project: Tender No. <b>LGA/079/2016-17/HQ/G/36 Supply of Two brand new ten (10) tones Tipper Truck</b></p> <p>Name of financing institution: International Development Association (IDA) towards the cost of Urban Local Government Strengthening Programme (ULGSP)</p> <p>Name and identification number of the Contract: Supply of <b>Two brand new ten (10) tones Tipper Truck. Tender No. LGA/079/2016-17/HQ/G/36</b></p>
<b>4.</b>	<b>3.1</b>	Maximum number of members in the joint venture, consortium or association shall be: <b>N/A.</b>
<b>5.</b>	<b>4.1</b>	Ineligible country(s) is or are: <b>N/A</b>
<b>6.</b>	<b>4.6</b>	Demonstration of authorization by manufacturer: <b>Required</b>

## B. Tendering Documents

7.	7.2	The number of copies to be completed and returned: <b>One original and two copies</b>
8.	8.1	The address for clarification of tendering documents is: The Secretary, Municipal Tender Board Morogoro Municipal Council P.O.BOX 166, MOROGORO Tel. No. +255 (0) 23 261 4727 Fax No. +255 (0) 23 261 4727 Email: <a href="mailto:info@morogoromc.go.tz">info@morogoromc.go.tz</a>

## C. Preparation of Tenders

9.	10.1	The Language of all correspondences and documents related to the Tender is: English
10.	11.1(b)	Form sample(s) to be submitted with the Tender are: N/A
	11.1 (h)	In addition to the documents stated in ITT Clause 11, the following documents must be included with the Tender : N/A
11.	12.3 (c)	Other procurement specific documentation requirements are: N/A
12.	12.4	Spare parts required for <i>two (2)</i> of years of operation.
13.	13.3 (b)	The qualification criteria required from Tenderers in ITT Clause 13.3(b) is modified as follows: <i>[list criteria]</i> . Copies of the original documents defining the constitution or legal status, place of registration and principal place of business. (i) The Tenderer is required to include with its Tender, documentation from the manufacturer of the goods, that it has been duly authorized to supply, in the United Republic of Tanzania, the goods indicated in its Tender.  (ii) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payment which may be made under the contract, of no less than <b>Tshs.12,500,000.00 (Tshs. Twelve million, five hundred thousand only)</b>  (iii) Report on the financial standing on the tenderer, such as profit and loss statements and auditor's report for the past



		<p>three years.</p> <p>(iv) Provide names and contract details of customers who may be approached to verify the tenderer's capacity against similar contracts.</p> <p>(v) Provide information on the availability of after sales, i.e. warranty, spare parts, support services, repair and local agents.</p>
<b>14.</b>	<b>15.6 (a)</b> <b>(iii), (iv)</b> <b>(optional)</b>	<p>For goods manufactured from within the United Republic of Tanzania the price quoted shall be <b>Tanzanian Shillings</b>.</p> <p><i>[Specify EXW and whether prices for inland transportation and price of incidental services must be quoted in addition to EXW.]</i></p>
<b>15</b>	<p>15.7 (a) (i) &amp; <b>15.6 (b)</b> <b>(i)</b></p> <p><b>(ii), (iii)</b> <b>(optional)</b></p> <p><b>(iv), (v)</b> <b>(optional)</b></p>	<p>For goods offered from abroad the price quoted shall be: <i>freely convertible currency but should not be more than two foreign currencies</i></p> <p><b>Pricing Summary:</b>  <i>Total Price EXW(Primary trade packed)</i>  <i>Less Trade Allowance</i>  <i>Less Discounts</i>  <i>Total net of Goods EXW (primary trade packed)</i>  <i>Total import Packed and delivered to Morogoro- Duty/VAT paid</i>  <i>Cost for freight transportation, unloading, clearance for import and delivery to Morogoro and insurance</i>  <b>TOTAL PRICE delivered duty paid(incoterms 2000)</b>  <i>unloaded, cleared for import and delivered to Morogoro</i>  <b>Total Cost of Services</b>  <i>Cost of Spare parts and after sales service facilities</i>  <b>Total Cost delivered Duty paid (incoterms 2000), unloaded, cleared for import, delivered to Morogoro</b></p> <p><i>[Select, in accordance with the Schedule of Requirements, CIF named port of destination or CIP border point or CIP named place of destination.] CIP Morogoro</i></p> <p><i>[Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT Clause 15.2 (b) (ii) or (iii).]</i></p> <p><i>[Specify whether prices for inland transportation and prices of incidental services, pursuant to ITT Clauses 15.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices.]</i></p>

16.	15.8	The price shall be <b>fixed</b>
17.	16.1 (a)	a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be <b>Tanzanian Shillings</b> ;  b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in any convertible currency.
18.	16.2	The rates of exchange to be used by the Tenderer shall be those established by the <b>Bank of Tanzania prevailing on day of the Tender opening.</b>
19.	17.1	The Tender validity period shall be <b>120</b> days.
20.	18.1	The amount of Tender Security shall be. <b>NOT APPLICABLE</b>  The currency of the Tender Security shall be: Tanzanian Shilling Or Indicate whether Bid Securing Declaration is <b>APPLICABLE</b>
	18.3	The Tender Security shall be in the form of: <b>Bank Guarantee</b>
21.	18.3 (c)	Other forms of security are: <b>Performance Bank Guarantee 15% of the Contract sum</b> <b>Advance Payment Bank Guarantee 15% of the Contract sum</b>
22.	19.1	Alternative Tenders to the requirements of the tendering documents <b>will not</b> be permitted with respect to the <b>Original Tender</b>
23.	20.1	The number of copies of the Tender to be completed and returned shall be: One original and two copies.
24.	20.2	Written confirmation of authorization is: <b>Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer</b>

#### D. Submission of Tenders

25.	21.2 (a)	Tender shall be submitted to: The Secretary. Municipal Council Tender Board P.O.BOX 166 MOROGORO
-----	----------	--

		<p>TANZANIA</p> <p>Street address : <b>Old Dar es salaam and Station road</b></p> <p>Building/Plot No: <b>Municipal Head Office</b></p> <p>Floor/Room No.: <b>First Floor</b></p> <p>City/Town : <b>Morogoro</b></p>
26.	21.2 (b)	<p>Project name: <b>Supply of Two brand new ten (10) tones Tipper Trucks</b></p> <p>IFB title and number: <b>TENDER NO. LGA/079/2016-17/HQ/G/36</b></p> <p>Time and date for submission: 12:00 noon on 09/08/2017</p>
27.	22.1	<p>The deadline for Tender submission is</p> <p>a) Day: <b>Wednesday</b></p> <p>b) Date: <b>9<sup>th</sup> August, 2017.</b></p> <p>c) Time: <b>12:00 Noon</b></p>

#### E. Opening and Evaluation of Tenders

28.	25.1	<p>The Tender opening shall take place at:</p> <p>Street address: <i>Municipal Hall, situated at the junction of Old Dar es salaam and Station roads</i></p> <p>Building/Plot No: <i>Morogoro Municipal head Office</i></p> <p>Floor/Room No: <i>Municipal hall</i></p> <p>City/Town: <i>Morogoro</i></p> <p>Country: <i>Tanzania</i></p> <p>Day: <b>Wednesday</b></p> <p>Date: <b>9<sup>th</sup> August, 2016.</b></p> <p>Time: <b>12:00 Noon</b></p>
29.	31.2	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: <b><i>Tanzanian Shilling</i></b></p> <p>The source of exchange rate shall be: <b><i>Bank of Tanzania</i></b></p> <p>The date of exchange rate shall be the date of bid opening</p>

		exchange rate
30.	32.4	<p>Criteria for Tender evaluation. <b>ITT Clause 32.5 (a), (b), (c), (d), (e), (f), (g)</b></p> <p><i>[Select as appropriate from criteria listed in ITT Clause 32.4 (e.g., 32.4 (b) and (c)), and in the reference under ITT 32.5 below. <b>Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 32.5 (b) (i) and (c) (ii)).]</b></i></p>
31.	32.4 (h)	Other specific criteria are <i>[list]</i>
34.	32.5 (a)	<p>Inland transportation from EXW/port of entry/border point to <b>Morogoro Municipal Council</b> and insurance and incidentals.</p> <p>Tenderer shall furnish:</p> <ul style="list-style-type: none"> <li>• estimated dimensions and shipping weight of each package.</li> <li>• approximate EXW/CIF/CIP value of each package.</li> </ul> <p><i>[This information is not required when the Tenderer is invited to submit a Tender in accordance with ITT Clause 15.6 (a) (iii) or ITT Clause 15.6 (b) (iv).]</i></p>
35.	32.5 (b)	Delivery schedule. <i>[specify the relevant option and the parameters]</i>
	<b>Option (i)</b>	adjustment expressed as a percentage <i>[insert a percentage between 0.1 to 0.2]</i> ,
	<b>or</b>	
	<b>Option (ii)</b>	adjustment expressed in an amount in the currency of Tender evaluation,
	<b>or</b>	
	<b>Option (iii)</b>	adjustment expressed as a percentage. <i>[insert a percentage between 0.1 to 0.2]</i>
36.	32.5 (c) (ii)	<p>Deviation in payment schedule <i>[insert “is” or “is not” applicable]</i>. <b>N/A</b></p> <p>Annual interest rate <i>[insert rate]</i></p>

37.	<b>32.5 (d)</b>	Cost of spare parts.  <i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required]</i>
38.	<b>32.5(e)</b>	Spare parts and after sales service facilities in the United Republic of Tanzania.  <i>[Specify minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
39.	<b>32.5 (f)</b>	Operating and maintenance costs.  Factors for calculation of the life cycle cost:  i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i>  ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i>  iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 32.5 (d) requirements—and/or other inputs];</i> and  iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.  <b>or</b>  Reference to the methodology specified in the Technical Specifications or elsewhere in the tendering documents.
40.	<b>32.5 (g)</b>	Performance and productivity of equipment.  <i>[Specify the applicable procedure and the adjustment factor (in the currency used for Tender evaluation, as applicable), as required.]</i>
41.	<b>32.5 (h)</b>	Specific additional criteria to be in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i>
42.	<b>32.6</b>	In case of award to a single Tenderer of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender is <i>[insert the methodology]</i>

43.	33.1	a) Domestic preference to apply. <b>or</b> Domestic preference <b>not applicable</b> .  b) If a margin of preference applies, the application methodology shall be: <i>[specify the methodology in accordance with the ninth schedule of the Public Procurement Regulations, 2013 – Government Notice No. 466]</i>
<b>F. Contract Award</b>		
44.	39.1	Percentage for quantity increase or decrease is <b>15%</b>
45.	42.1	The Performance Security shall be <b>15 percent of the Contract Price</b>
	42.2	The Performance Security shall be in the form of: <b>Bank Guarantee</b>
46.	43.1	The Advance Payment shall be limited <b>N/A</b> .
47.	43.2	Maximum amount of Advance payment shall be <b>15 percent of the Contract Price</b> .
48.	44.1	The Adjudicator proposed by the Procuring Entity is <b>National Construction Council (NCC)</b> .  The hourly fee for this proposed Adjudicator shall be as per <b>NCC guide lines</b> .

#### G. Review of Procurement Decisions

49.	48.1	The address of PPRA for submitting copy of complaints: Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a> Website: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a>
50.	50.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

**SECTION IV: GENERAL CONDITIONS OF CONTRACT**

## General Conditions of Contract

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



- k) "The Project Site" where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause
- n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- q) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.

- 2. **Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. **Governing Language** 3.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language **specified in SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
- 4. **Applicable Law** 4.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in SCC**.
- 5. **Country of Origin** 5.1 The origin of Goods and Services is distinct from the nationality of the Supplier.

- 6. Standards**      6.1      The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 7. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania**      7.1      The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 7.2      The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 7.3      Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 7.4      The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
- 8. Patent and Copy Rights**      8.1      The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.

- 8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
- 9. Performance Security**
- 9.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 9.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 9.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
  - b) A cashier's or certified check.
- 9.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.
- 10. Inspections and Test**
- 10.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 10.4 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

## 11. Packing

- 11.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

## 12. Delivery and Documents

- 12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.

- 12.2 For purposes of the Contract, “EXW” “FOB” “FCA”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 12.3 Documents to be submitted by the Supplier are **specified in SCC.**
- 13. Insurance**
- 13.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**
- 14. Transportation**
- 14.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 14.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 14.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 15. Incidental Services**
- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**
- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

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

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

## 16. Spare Parts

16.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

- 17. Warranty**
- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
- 17.2 This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 18. Payment**
- 18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.

18.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as **specified in the SCC**.

18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

18.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC Clause 18.4

## **19. Prices**

19.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.

## **20. Change Orders**

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.



- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 21. Contract Amendments** 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 22. Assignment** 22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 23. Subcontracts** 23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 23.2 Subcontracts must comply with the provision of GCC Clause 5.
- 24. Delays in the Supplier's Performance** 24.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.
- 25. Liquidated Damages**
- 25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.
- 26. Termination for Default**
- 26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or
  - b) the Supplier fails to perform any other obligation(s) under the Contract;
  - c) the supplier has abandoned or repudiated the contract.
  - d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - e) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
  - f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of

time determined by the Purchaser; and

- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in exacting the Contract.

For the purpose of this clause:

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

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

- 26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**27. Force Majeure**

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

- 27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 28. Termination for Insolvency** 28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 29. Termination for Convenience** 29.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 29.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and / or
  - b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 30. Disputes** 30.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 30.2 If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
- 30.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
- 31. Procedure for Disputes** 31.1 The Adjudicator shall stated in the **SCC** give a decision in writing within 28 days of receipt of a notification of a dispute.

- 31.2 The Adjudicator shall be paid by the hour at the rate specified in the **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 31.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
- 32. Replacement of Adjudicator**
- 32.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within 14 days of receipt of such request.
- 33. Limitation of Liability**
- 33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,
- a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

- 34. Notices**
- 34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 35. Taxes and Duties**
- 35.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
- 35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 35.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION 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. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<b>Definitions (GCC Clause 1)</b>
1.	1.1	The Purchaser is: <b>Morogoro Municipal Council, P.O.BOX 166, MOROGORO</b>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(k)	The Project is: <b>Supply of Two brand new ten (10) tones Tipper Trucks</b>
		<b>Governing Language (GCC Clause 3)</b>
4.	3.1	The Governing Language shall be: <b>English</b>
		<b>Applicable Law (GCC Clause 4)</b>
5.	4.1	The Applicable Law shall be: <b>Laws of Tanzania.</b>
		<b>Country of Origin (GCC Clause 5)</b>
6.	5.1	Country of Origin is .....
		<b>Performance Security (GCC Clause 9)</b>
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>Fifteen (15) percent of the Contract price</b>
8.	9.4	After delivery and acceptance of the Goods, the performance security shall <b>be reduced to two (2) percent</b> of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.
		<b>Inspections and Tests (GCC Clause 10)</b>
9.	10.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment



		of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
	<b>Packing (GCC Clause 11)</b>	
10.	11.2	The following SCC shall supplement GCC Clause 11.2:  The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.
	<b>Delivery and Documents (GCC Clause 12)</b>	
11.	12.1	<b>For Goods supplied from abroad:</b>  Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:  <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul>

		<p>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
12.	12.3	<p><b>For Goods from within the United Republic of Tanzania:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer’s or Supplier’s warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and</li> <li>(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</li> </ul> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	<b>Insurance (GCC Clause 13)</b>	
13.	13.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
	<b>Incidental Services (GCC Clause 15)</b>	
14.	15.1	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 15 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>

	<b>Spare Parts (GCC Clause 16)</b>	
15.	16.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	<b>Warranty (GCC Clause 17)</b>	
16.	17.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be ____ hours of operation or twelve (12) months from date of acceptance of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p><b>or</b></p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	17.4 & 17.5	<p>The period for correction of defects in the warranty period is: <b>TWELVE MONTHS OR 365 DAYS</b></p>
	<b>Payment (GCC Clause 18)</b>	
18.	18.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) <b>Advance Payment:</b> 15 percent of the Contract Price shall</p>

		<p>be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Shipment: 10</b> percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) <b>On Acceptance: 75</b> percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in: <u>Tzshs</u> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment: 15</b> percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery: 10</b> Percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p> <p>(iii) <b>On Acceptance:</b> The remaining <b>75</b> percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
19.	18.3	Rate to be used for paying the Supplier's interest on the late payment

		made by Procuring Entity shall be [N/A].
	<b>Prices (GCC Clause 19)</b>	
20.	19.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A
	<b>Liquidated Damages (GCC Clause 25)</b>	
21.	25.1	Applicable rate: 0.1 to 0.2 percent per day of undelivered Materials /good's value Maximum deduction: is equal to the performance security.
	<b>Procedure for Disputes (GCC Clause 31)</b>	
22.	31.1	The Adjudicator shall be appointed by the <b>National Construction Council (NCC)</b>
23.	31.2	Rate of the Adjudicator fees: shall be as per NCC guide lines
24.	31.3	Arbitration institution shall be National Construction Council (NCC)  Place for carrying out arbitration <b>DAR ES SALAAM, TANZANIA IN OFFICE OF NATIONAL CONSTRUCTION COUNCIL (NCC)</b>
25..	32.1	Appointing Authority for the Adjudicator <b>National Construction Council (NCC)</b>
	<b>Notices (GCC Clause 34)</b>	
26.	34.1	Procuring Entity's address for notice purposes: Morogoro Municipal Council, P.O.BOX 166, MOROGORO TANZANIA Tel: +255 (0) 23 261 4727 Fax. +255 (0) 23 261 4727  —Supplier's address for notice purposes:

**SECTION VI: SCHEDULE OF REQUIREMENTS**

## Schedule of Requirements

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

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

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

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule (shipment) in weeks</b>
1	Brand New Ten (10) Tones Tipper Trucks	2	Approximately 15 weeks

**SECTION VII: TECHNICAL SPECIFICATIONS**



**TECHNICAL SPECIFICATIONS**  
**FOR**  
**SUPPLY OF TWO BRAND NEW TEN (10) TONES TIPPER TRUCKS**

**1.0 INTRODUCTION**

These Specifications are set out as requirements to be met by the supplier when supplying the Tipper Truck to the Morogoro Municipal Council. The Tipper Trucks shall be brand new of current standard meeting the following specifications.

**2.0 TESTS AND TRIALS**

(a) Inspections and acceptance tests shall be carried out at the Workshop of the supplier by the following technical team:-

- Government Mechanical Engineer who will be the lead inspection officer
- Morogoro Municipal Engineer
- Mechanical Engineer/Technician from Morogoro Municipal Council
- Manufacturer's representative.
- Municipal Procurement officer

(b) The Supplier will bear the cost of visit for inspection of these technical team members.

(c) The test will cover every item of the equipment as specified in specifications and in accordance with the equipment manufacturer's specifications.

(d) The Supplier shall supply fuel and any other materials necessary to conduct satisfactory acceptance tests.

(e) The Final acceptance of Tipper Trucks shall be subject to its being in accordance with the specification, and to the satisfaction of the Inspection officer.

**3.0 DEFECTS**

The supplier shall supply and deliver to the original place of delivery, without cost to the purchaser for any component, which may become defective within 12 months after acceptance, provided the component is not item which have normally been consumed within that period and provided the defect is not due to negligence on the part of an officer of the council. Where repeated defects indicate a weakness in design or materials, the council may require the supplier to make the necessary modification and defray the cost of supply and installation.

**4.0 COMMISSIONING AND TRAINING**

The Commissioning will take place after the Inspection and acceptance tests. The supplier shall provide a Senior Mechanical engineer who will commission the vehicle into service and train a maximum of three Municipal personnel on the correct use of the vehicle and equipment. A further visit to be made by said engineer during the warranty period.

## **5.0 GUARANTEE**

The Contract to purchase the vehicle will require a guarantee, from the successful tenderer. This guarantee will require the successful tenderer to repair or replace free of charge any defective material or workmanship within 12 months from the date of commissioning of the equipment. This guarantee will be inclusive of any material used, labour and transportation involved and any expenses incurred in the repair or replacement. The Tender offer is to state specifically in what respect this guarantee will be complied with for the vehicle purchased.

## **6.0 HAND BOOKS AND DRAWINGS**

Two copies of each of the following hand books/manuals shall be supplied with Skip loaders.

- a) A hand book containing all information necessary for the effective maintenance and operating the Skip Loader including general description of the vehicle, wiring, piping and control diagram.
- b) A hand book/workshop manual covering prime mover and its accessories
- c) A hand book/workshop manual covering the chassis and transmission.
- d) Spare parts book(s) containing details including manufacturer's names, type and part numbers of all unit items. Exploded illustrations of each assembly should also be included.
- e) All hand books shall be of current editions including any amendments applicable up to date of delivery and shall contain reduced drawings or exploded diagrams for full parts identification and maintenance of the vehicle.
- f) Sketches and drawings submitted by the tenderers will be retained by the purchaser (Morogoro Municipal Council) and shall become the property of the purchaser.

## **7.0 SPARES**

The tenderer shall submit a detailed list complete with prices of spare parts which are considered necessary by the purchaser as fast moving parts. The cost of the fast moving parts should not exceed 5% of the total cost of the vehicle.

**DETAILED SPECIFICATIONS FOR TEN (10) TONS TIPPER TRUCKS**

Item No.	Technical Specification	Statement of Compliance
<b>1.0</b>	<b>GENERAL</b> Brand new, maximum 12 months from date of Manufacture	
<b>2.0</b>	<b>MAIN DIMENSIONS</b> 2.1 Minimum gross Weight-18,000 Kg 2.2 Minimum payload-10,000 Kg 2.3. Minimum ground clearance 225 M 2.4. Minimum turning radius 7 M	
<b>3.0</b>	<b>ENGINE</b> Diesel, 4 strokes, Water cooled, Developing not less than 180 HP	
<b>4.0</b>	<b>TRANSMISSION</b> Two wheel drive, Six speeds Manual	
<b>5.0</b>	<b>SUSPENSION</b> Leaf spring front and rear with telescopic shock absorber	
<b>6.0</b>	<b>STEERING</b> Right hand drive, power assisted	
<b>7.0</b>	<b>BRAKE SYSTEM</b> Hydraulically operated, power assisted or compressed air operated, parking brake mechanically operated on propeller shaft or rear wheels.	
<b>8.0</b>	<b>BODY</b> Rust protected steel cabin, forward control, heat insulated driver compartment, hydraulically operated steel tipping body and automatic rear gate opening release mechanism during tipping.	
<b>9.0</b>	<b>FUEL TANK CAPACITY</b> Not less than 100 Litres	
<b>10</b>	<b>TYRES</b> 10.00x20, Rear dual, 10PR	
<b>11</b>	<b>ACCESSORIES</b> To include, but not limited to fire extinguisher, electronically turned radio, AM/FM with USB Port and CD Player, Spare Tyre, Jack, Wheel spanner, Tyre Inflation hoses with inflation gauge and hose adapter on air reservoir, set of tools for minor repairs and operator's manual in English.	

**SECTION VIII: FORMS OF TENDER**

## 1. Form of Tender

Date:

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tendering Documents for the sum of *[total Tender Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 17.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania’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 have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract:-

<u>Name and address of agent</u> <u>Or recipient</u>	<u>Amount and currency</u>	<u>Purpose of Commission</u> <u>or gratuities</u>
..... (if none state “none”)	.....	.....

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tendering Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_



2. Price Schedules for Goods and Related Services Offered from Abroad

Name of Tenderer ..... IFT Number ..... Page ..... of .....

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price <sup>2</sup> CIF port of entry (specify port) or CIP named place (specify border point or place of destination) <sup>3</sup>	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services <sup>3</sup>	Total Price per line item (Col. 7 + 8)
<b>Total</b>								

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

Signature of Tenderer: \_\_\_\_\_

Duly authorized to sign the Tender for and on behalf of .....

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

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

**Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported**

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 15.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Procuring Entity's country to convey the goods to their final destination, as specified in BDS in accordance with ITT 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6(c)(iv) )	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Procuring Entity's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>



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

Signature of Tenderer: \_\_\_\_\_

Duly authorized to sign the Tender for and on behalf of .....

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

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

Price Schedule for Domestic Goods Manufactured within the United Republic of Tanzania

Name of Tenderer ..... IFT Number ..... Page ..... of .....

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price <sup>1</sup> EXW per item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services <sup>3</sup>	Cost of local labor, raw material, and components from United Republic of Tanzania % of Col. 5 <sup>2</sup>	Sales and other taxes payable if Contract is awarded (in accordance with ITT 15.6 (a) (i))	Total Price per line item (Col. 6 + 7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>[insert number of the item]</i>
								<b>Total</b>	

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

Signature of Tenderer: \_\_\_\_\_

Duly authorized to sign the Tender for and on behalf of .....

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

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

**List of Related Services and Completion Schedule**

*[ This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

### 3. Form of Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

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

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

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

Position	Name	Years of experience	Years of experience

		(general)	in proposed position
(a)			
(b)			

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

Sections of the Services	Value of Subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

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

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

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

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

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.
- 1.12 Statement of compliance with the requirements of Clause 3.4 of the Instructions to Bidders.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

**2. Joint Ventures**

- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Contract among all partners of the joint venture (and which is legally binding on all partners), which shows that
  - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

- 3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of Clause 12.1 of the Instructions to Bidders, if applicable.

We, the undersigned declare that

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

*Or [delete statement which does not apply]*

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

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

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

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

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

### 3. Letter of Acceptance

[*letterhead paper of the Procuring Entity*]

[*date*]

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

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

We confirm that [*insert name proposed by Procuring Entity in the Tender Data Sheet*],

**or**

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

**or**

We do not accept that [*name proposed by Tenderer*] be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to [*insert the name of the Appointing Authority*], we are hereby requesting [*name*], the appointing Authority, to appoint the Adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract



**4. Form of Contract**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between [*name and address of Procuring Entity*] of Tanzania (hereinafter called “the Procuring Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Form of Tender and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Entity 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 their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Witness to the signatures of the Procuring Entity: .....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Witness to the signatures of the Supplier: .....

**SECTION IX: FORMS OF SECURITIES**

**1. Tender Security Form**

To: [name of the Procuring Entity]

Whereas [name of the Tenderer] (hereinafter called “the Tenderer”) has submitted its Tender dated [date of submission of Tender] for the supply of [name and/or description of the goods] (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of Procuring Entity] (hereinafter called “the Purchase”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the Tender
  - ((a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
  - (b) Disagreement to arithmetical correction made to the tender price; or
  - (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring 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 tendering documents.
- 2. We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty eight (28) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: ..... in the capacity of .....signed

[signature of the Bank ].....

**Dated on ..... day of ..... 20 .....**

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

## 2. Tender Securing Declaration

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

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

Tender No.: *[insert **number of tendering process**]*

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

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

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring 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 tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

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

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

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

**3. Performance Security Form**

To: *[name of Purchaser]*

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

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

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

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

This guarantee is valid until the *:[insert date]*

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

#### 4. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 18 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 5. Manufacturer's Authorization Form

To: *[name of the Procurement Entity]*

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

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

We hereby extend our full guarantee and warranty as per Clause 17 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of Manufacturer]*

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

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



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

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

- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

MEMORANDUM (Format 1)

***(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013***

This company \_\_\_\_\_ (*name of company*) places importance on competitive tendering 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 tender, 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 Tenderer: \_\_\_\_\_

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

MEMORANDUM (Format 2)

***(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice 446 of 2013)***

This company \_\_\_\_\_ (*name of company*) has issued, for the purposes of this tender, 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 Tenderer: \_\_\_\_\_