



**THE UNITED REPUBLIC OF TANZANIA  
DAR ES SALAAM REGIONAL SECRETARIAT  
DAR ES SALAAM CITY COUNCIL**



**REQUEST FOR TENDER**

**TENDER NO.: 88Z1/2024/2025/G/636**

**FOR**

**PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC**

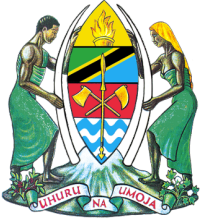
**15/01/2025**

## LIST OF ABBREVIATIONS

AG	Attorney General
Cap	Chapter
CFR	Cost and Freight
DDP	Delivered Duty Paid
EFD	Electronic Financial Devis
FY	Financial Year
GCC	General Conditions of Contract
GCLA	Government Chemist Laboratory Authority
GPSA	Government Procurement Services Agency
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TAEC	Tanzania Atomic Energy Commission
NeST	National Electronics Procurement System of Tanzania
TBS	Tanzania Bureau of Standards
TDS	Tender Data Sheet
TMDA	Tanzania Medicines and Medical Devices Authority
WHO	World Health Organization

## **PART 1 – TENDERING PROCEDURES**

**SECTION I: INVITATION NOTICE**



**THE UNITED REPUBLIC OF TANZANIA  
DAR ES SALAAM REGIONAL SECRETARIAT  
DAR ES SALAAM CITY COUNCIL**



**Tender No. 88Z1/2024/2025/G/636**

**FOR**

**PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC**

15/01/2025

1. This Invitation for Tenders follows the General Procurement Notice for the procurement of Health Sector Goods which appeared in the National e-Procurement System of Tanzania (NeST) dated 26/08/2024.

2.

The Government of Tanzania has set aside funds for the operation of the DAR ES SALAAM CITY COUNCIL during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC.

3. The DAR ES SALAAM CITY COUNCIL now invites tenders from eligible GOVERNMENT\_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign Suppliers of PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC.

4. Tendering will be conducted through the National Competitive Tendering method specified in the Public Procurement Regulations and is open to specified tenderers in paragraph 3 of this IFT.

5. Interested eligible Tenderers may obtain further information from and inspect the tendering document through NeST. A complete set of tendering document(s) in English may be accessed through NeST.

6. Tenderers are required to register on the NeST and pay tender participation fee indicated in the NeST to be able to participate in this tendering process.

7.

All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.

8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 21/01/2025. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.

9. Tenders not received through NeST shall not be evaluated irrespective of the circumstances.

**CITY DIRECTOR  
P.O BOX 20950**

## **SECTION II: INVITATION TO TENDERERS (ITT)**

## A. Introduction

N	ITT	ITT Clause	ITT Clause Description
1.	Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE), as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods Specified in the <b>TDS</b> which may include pharmaceuticals, medical equipment and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging, or nutritional supplements as specified in Section VII - Schedule of Requirements. The successful Tenderer will be expected to supply the goods within the period stated in the <b>TDS</b> from the start date specified in the <b>TDS</b> . The Contract duration shall be as specified in the <b>TDS</b> .
		1.2	Tendering will be conducted through the method of procurement indicated in <b>TDS</b> and is open to all Tenderers who meet the eligibility criteria stated in Instructions to Tender (ITT) 3 [Eligible Tenderers]
		1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the General Conditions of Contract ( <b>GCC</b> ).
2.	Source of Funds	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b> . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the <b>TDS</b> . or The Government of Tanzania through the PE named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the <b>TDS</b> towards the cost of the project, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the <b>TDS</b> .
		2.2	Payments will be made directly by the PE (or by the financing institution specified in the <b>TDS</b> upon request by the PE to so pay) for each order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3.	Eligible Tenderers	3.1	The Invitation for tenders ( <b>IFT</b> ) is open to all tenderers except where specified in the <b>TDS</b> . A Tenderer may be natural persons, companies or firms, or public or semi-public agencies of Tanzania and foreign countries, subject to <b>ITT 3.5</b> 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 (hereinafter referred as <b>JVCA</b> ).
		3.2	In the case of a <b>JVCA</b> , all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The <b>JVCA</b> shall nominate a Lead Member as specified in the <b>TDS</b> , who shall have the authority to conduct all business for and on behalf of any and all the members of the <b>JVCA</b> during the tendering process and, in the event the <b>JVCA</b> is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b> , there is no limit on the number of members in a <b>JVCA</b> .
		3.3	The appointment of a Lead Member in the <b>JVCA</b>

		shall be confirmed by submission of a valid Power of Attorney to the PE
	3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
	3.5	Any Tender from a JVCA 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 PE.
	3.6	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.
	3.7	<p>A Tender shall not have a conflict of interest. All Tenderers found to be in 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:</p> <ul style="list-style-type: none"> <li>a) Are associated or have been associated in the past, directly or indirectly with a firm or any of it's affiliates which have been engaged by the PE to provide consulting services for the preparation of the specifications and other documents to be used for the procurement of the goods to be procured under this Invitation for Tenders.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tender; or</li> <li>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 PE regarding this Tendering process; or</li> <li>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</li> </ul> <p>Participated as a consultant in the preparation of the technical specifications of the goods and services that are the subject of the Tender.</p>
	3.8	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(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;</li> <li>(c) legal proceedings are instituted against such Tenderer involving an order suspending payments</li> </ul>



			<p>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;</p> <p>(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act ineligible 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; and</p> <p>The tenderer is from ineligible country as specified in Section VI of the tendering document.</p>
		3.9	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
		3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements including batch capacity and lead time and their capability and adequacy of resources to carry out the contract effectively.
		3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
		3.12	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 more than ten (10%) percent of the tender price is envisaged
4.	Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.
		4.2	For the purposes of this Clause, the term “goods” includes health commodities, raw materials, machinery, equipment and biomedical 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 Tenders.
		4.6	If so required in the <b>TDS</b> , 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 Tenderer shall submit only one tender, in the same Tendering process, either individually or as a partner in a joint venture.
		5.2	No tenderer 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 tenderer, 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 PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.

## B. Tendering Documents

7.	Content of Tendering Documents	7.1	<p>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 9.2 [Amendment of Tendering Documents] include:</p> <p><b>PART 1: TENDERING PROCEDURES</b>            Section II - Instructions to Tenderers (ITT).            Section III - Tender Data Sheet (TDS).            Section IV– Qualification and Evaluation Criteria.            Section V - Tendering Forms.            Section VI - Eligible Countries.</p> <p><b>PART 2: PROCURING ENTITY’S REQUIREMENTS</b>            Section VII – Schedule of Requirements</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b>            Section VIII - General Conditions of Contract (GCC).            Section IX - Special Conditions of Contract (SCC).            Section X - Contract Forms.</p>
		7.2	<p>The Invitation for Tenders (IFT) (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.</p>
		7.3	<p>The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from NeST.</p>
		7.4	<p>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.</p>
8.	Clarification of Tendering Documents	8.1	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
		8.2	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p>
		8.3	<p>Should the PE deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].</p>
		8.4	<p>PE's response shall include a description of the inquiry without identifying its source.</p>

9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in the response to 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 Tendering documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers
		9.3	In order to allow prospective Tenderers reasonable time to take into account an addendum in preparing their tenders, the PE at its discretion may extend the deadline for submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

### C. Preparation of Tenders

10.	Language of Tender	10.1	<p>The tender prepared by Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the PE, shall be written in the language specified in the <b>TDS</b>. 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 of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p>
11.	Documents and Samples Constituting the Tender	11.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <p>a) Form of Tender and a Price Schedule completed in accordance with ITT 14 [Form of Tender], ITT 16 [Tender Prices and Discounts], and ITT 17 [Tender Currencies];</p> <p>b) Sample(s) as requested in the <b>TDS</b>;</p> <p>c) Documentary evidence established in accordance with ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</p> <p>d) Documentary evidence established in accordance with ITT 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. In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer is incorporated in the country of manufacture of the Good, then:</p> <p>(i) has been licensed by the regulatory authority in the country of manufacture to supply the Goods.</p> <p>(ii) has manufactured and marketed the specific Goods covered by this tendering document, for at least two (2) years, and for similar Goods for at least five (5) years.</p> <p>(iii) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards during the past two years prior to Tender submission.(ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce: Likewise, if tenderer (ii) has been duly authorized by a manufacturer of the Goods that meets the criteria under to supply the Goods in the Purchaser's Country; shall also submit the following additional information: (a). copies of its audited financial statements for the past three fiscal years. (c). list of major supply contracts conducted within the last five years;</p> <p>e) Documentary evidence established in accordance with ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;</p> <p>f) Tender security or Tender securing declaration furnished in accordance with ITT19 [Tender Security or Tender</p>

Securing Declaration];

g) Duly Notarized Power of Attorney (in the format provided in Section V– Tendering Forms) authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.2 [Format and Signing of Tenders] except for Sole Proprietor; and

(h) Any other document, other than the documents under ITT11.1 (a) – (g) above, required to be completed and submitted by Tenderers, as specified in the **TDS**.

11.2 Where a sample(s) is required by a PE, the sample shall be:

(a) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the IFT;

(b) carriage paid;

(c) received on, or before, the closing time and date for the submission of tenders and at the address shown in the **TDS**; and

(d) Evaluated to determine compliance with all characteristics listed in the **TDS**.

11.3 The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents and are not submitted within specified time; and shall retain the sample(s) of the successful tenderer.

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 PE shall not be returned to a tenderer nor shall a PE 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 PE 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 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the eligibility of the Health Sector Goods and Related Services to be supplied 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 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 PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Related 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 **TDS**.

12.4 (a) Unless the **TDS** stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its Goods by the time of Tendering should submit a copy of the Registration

			<p>Certificates, with its Tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the PE either;</p> <p>(b) A copy of the Registration Certificate of the Goods for use in the United Republic of Tanzania, OR if such Registration Certificate has not yet been obtained;</p> <p>(c) Evidence establishing to the PE's satisfactions that the Tenderer has complied with all the documentary requirements for registration as specified above</p>
		12.5	The PE shall at all times cooperate with the successful Tenderer to facilitate the registration process within the United Republic of Tanzania
		12.6	If the Goods of the successful Tender have not been registered in the United Republic of Tanzania at the time of contract signing, then the contract shall become effective upon such date as the certificate of Registration is obtained.
		12.7	For purposes of the commentary to be furnished pursuant to ITT 12.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the PE in its 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 PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Specifications.
		12.8	The required documents and other accompanying documents must be in the language of the tender specified in ITT 10 [Language of Tender]. In case any other language than language of tender is used, the pertinent translation into that language of tender shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], 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 PE's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible country as defined under ITT 4 [Eligible Goods and Related Services].
		13.3	<p>The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that:</p> <p>a) 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;</p> <p>b) 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 maintenance, repair, and spare parts stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications on behalf of the Supplier; and</p> <p>c) the Tenderer meets each of the qualification criterion specified in Section IV [Qualification and Evaluation Criteria]</p>
		13.4	Tenderers can get information on national standards and registration process from Regulators at the appropriate address specified in the <b>TDS</b> .
14.	Form of Tender and Price	14.1	The Tenderer shall fill the Form of Tender furnished in the

	Schedules		Tendering Documents through the system. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
15.	Alternative Tenders by Tenderers	15.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's specification as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>TDS</b> . If so allowed, ITT 15.2 shall prevail.
		15.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>TDS</b> as will the method for evaluating different schedule for delivery of goods.
		15.3	If so allowed in the <b>TDS</b> , 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 PE, including specifications, breakdown of prices, and other relevant details.
16.	Tender Prices and Discounts	16.1	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.
		16.2	All lots (contracts) and items must be listed and priced separately in the Price Schedules.
		16.3	The tender price to be quoted in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Price Schedules] shall be the total price of the tender, including any discounts offered.
		16.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Price Schedule]
		16.5	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 <b>TDS</b> . A Tender submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITT 28 [Preliminary Examination of Tenders]. However, if in accordance with the <b>TDS</b> , prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		16.6	If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the <b>TDS</b> , prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts 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 the package. Discounts shall be submitted in accordance with ITT 16.4 provided the Tenders for all lots (contracts) are opened at the same time
		16.7	The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the <b>TDS</b> .



	16.8	<p>Prices shall be quoted as specified in each Price Schedule included in Section V, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the PE. This shall not in any way limit the PE's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section VI, Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) for Goods manufactured in the United Republic of Tanzania:</p> <p>(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 on the components and raw material used in the manufacture or assembly of the Goods;</p> <p>(ii) any sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and</p> <p>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the <b>TDS</b>;</p> <p>(b) for Goods manufactured outside the United Republic of Tanzania, to be imported:</p> <p>(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the <b>TDS</b>; and</p> <p>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the <b>TDS</b>;</p> <p>(c) for Goods manufactured outside the United Republic of Tanzania, already imported:</p> <p>(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</p> <p>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the <b>TDS</b>.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
	16.9	<p>In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the <b>TDS</b>. Any Tenderer whose Tender Price exceeds the provided budget, shall be rejected.</p>
17. Tender Currencies	17.1	Prices shall be quoted in the following currencies:

		<p>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 <b>TDS</b>.</p> <p>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</p>
	17.2	<p>Unless otherwise specified in the <b>TDS</b>, local transportation, insurance and other services incidental to delivery of the goods covered under ITT 17.1 and installation services covered under ITT 17.2 shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and in accordance with the provisions of ITT 17.1 (a) and (b) above.</p>
	17.3	<p>The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the authority specified in the <b>TDS</b> prevailing on the date of publication of tender.</p>
	17.4	<p>Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITT 17.1.</p>
18.	Tender Validity Period	<p>18.1 Tenders shall remain valid for the period stipulated in the <b>TDS</b> after the date of Tender submission specified in ITT 22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.</p> <p>18.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the PE 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 through NeST.</p> <p>18.3 The Tender Security provided under ITT 19 [Tender Security or Tender Securing Declaration] 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.</p> <p>18.4 A Tenderer agreeing to the request will not be required or 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 19 [Tender Security or Tender Securing Declaration] in all respects.</p> <p>18.5 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 adjusted by a factor specified in the request for extension.</p>
19.	Tender Security or Tender Securing Declaration	<p>19.1 Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], unless otherwise specified in the <b>TDS</b>, the Tenderer shall furnish as part of its tender, a Tender Security in original form and in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> in the format provided in Section V [Tendering Forms].</p> <p>19.2 The Tender security or Tender securing declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture,</p>

- pursuant to ITT 19.9.
- 19.3 The Tender Security shall be denominated in local currency or in a freely convertible currency, and shall be, at the Tenderer's option, 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 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) An irrevocable letter of credit
- 19.4 The Tender security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in Section V – Tendering Forms or another form approved by the PE prior to the Tender submission
- 19.5 The tender security or Tender- Securing Declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the tender security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 [Eligible Goods and Related Services] and ITT 11.1 [Documents and Sample(s) Constituting the Tender]
- 19.6 Any Tender not accompanied by a Tender security or Tender Securing Declaration in accordance with ITT19.1 or 19.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
- 19.7 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 PE pursuant to ITT 18 [Tender Validity Period]. The PE 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 tender documents;  
(c) the rejection by the PE of all tenders;  
the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted
- 19.8 The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT 39 [Performance Security] and signing the contract pursuant to ITT 40 [Signing of Contract].
- 19.9 In case of Tender Security, it shall be forfeited if:  
a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period];  
b) A successful Tenderer fails to furnish performance security in accordance with ITT 39 [Performance Security] or fails to sign the contract in accordance with ITT 40 [Signing of Contract].
- 19.10 In the case of the Tender Securing Declaration, it shall be executed if;

			<p>a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period];</p> <p>or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with ITT 39 [Performance Security] or fails to sign the contract in accordance with ITT 40 [Signing of Contract]</p>
		19.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in during the period of debarment.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		20.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the names and position of each signatory in accordance to the requirements of the NeST. The authorization document(s) shall be a dully notarized power of attorney in the format provided in section V; Tendering forms.
		20.3	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.	Submission of Tenders	21.1	All tenders shall be submitted through NeST and considered to be true and legal versions duly authorized and duly executed by the tenderer and intended to have binding legal effect.
		21.2	The tender shall bear e-signature or digital signatures, where applicable for identity and authentication purposes and the identity of the tenderer may be verified with a follow-up due diligence process.
		21.3	Tenders submitted through NeST shall be received in full prior to the closing time and the tenderers shall receive an acknowledgment of receipt of their tenders or amendment through the system.
		21.4	Tenderers must ensure the integrity, completeness, and authenticity of their submission; and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
		21.5	In addition, if required in accordance with ITT 11 [ <b>Documents and Sample(s)</b> Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the <b>TDS</b> not later than the deadline for submission of tenders.
22.	Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST, not later than the date and time specified in <b>TDS</b> and NeST.
		22.2	The PE 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 9 [ <b>Amendment of Tender Documents</b> ], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23.	Late Tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT22 [ <b>Deadline for Submission of Tenders</b> ].
24.	Modification, Substitution, and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Tenders. The tenderer shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender withdrawn or 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 execution of Tender Securing Declaration, pursuant to the ITT19.9 [ <b>Tender Security or Tender Securing Declaration</b> ].

### E. Opening and Evaluation of Tenders

25.	Opening of Tenders	25.1	The Tenders shall be opened automatically by the system after the deadline date and time. Readout prices shall be displayed automatically in the NeST portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.
		25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26.	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 notice of intention to award the contract to the successful Tenderer has been issued.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
27.	Clarification of Tenders	27.1	In order to assist in the examination, evaluation, and comparison of Tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its Tender including a breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be communicated through NeST and The Tenderer shall; respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise.
28.	Preliminary Evaluation of Tenders	28.1	Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender: a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderers] and ITT4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents.
		28.2	The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself. A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: - a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply; “ <b>Deviation</b> ” is a departure from the requirements specified in the Tendering Document; “ <b>Reservation</b> ” is the setting of limiting conditions or withholding from complete acceptance of the

requirements specified in the Tendering Document; and

“**Omission**” is the failure to submit part or all of the information or documentation required in the Tendering Document.

28.3 The PE will confirm that the documents and information specified under **ITT 11** [Documents and Samples Constituting the Tender], **ITT 12** [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and **ITT 13** [Documents Establishing Eligibility and Qualification of a Tenderer] 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 PE 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 Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.

28.6 Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

28.7 If a Tender is not substantially responsive, to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

28.8 Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:

- a) failure to sign the Form of Tender and price schedules by the authorized person or persons;
- b) failure to satisfy eligibility requirements;
- c) failure to submit a tender security as specified in the tendering documents;
- d) failure to satisfy the tender validity period;
- e) inability to meet the critical delivery schedule specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply;
- f) failure to comply with minimum experience criteria as specified in the tendering documents;
- g) conditional tenders such as conditions in a tender which limit the tenderer’s responsibility to accept an award;
- h) inability to accept the price adjustment formulae of the tendering documents;
- i) stipulating price adjustment when fixed price tenders were invited;

			<p>j) subcontracting in a substantially different amount or manner than that permitted; and</p> <p>k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.</p>
		28.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <p>a) failure to tender for the required scope of tender as instructed in the tendering documents and where failure to do so has been indicated as unacceptable;</p> <p>b) failure to quote for a major item in the package;</p> <p>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; and</p> <p>d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.</p>
29.	Conversion to Single Currency	29.1	<p>To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:</p> <p>a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania twenty eight (28) days prior to the date specified for opening of tenders.</p> <p>OR</p> <p>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.</p>
		29.2	<p>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 <b>TDS</b>.</p>
30.	Commercial Evaluation of Tenders	30.1	<p>The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].</p>
		30.2	<p>To evaluate a Tender, the PE shall consider the following:</p> <p>a) evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with clause 14 [<i>Form of Tender and Price Schedules</i>];</p> <p>b) price adjustment due to discounts offered in accordance with ITT 16.4 [Tender Prices and Discounts];</p> <p>c) converting the amount resulting from applying (a) if relevant, to a single currency in accordance with ITT 29 [<i>Conversion to Single Currency</i>];</p> <p>d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and</p>



			28.6 [Preliminary Examination of Tenders]
			e) the additional evaluation factors are specified in Section IV [ <i>Qualification and Evaluation Criteria</i> ].
		30.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation
		30.4	If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [ <i>Qualification and Evaluation Criteria</i> ].
		30.5	The PE'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.
		30.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT16 [Tender Prices and Discounts]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in the <b>TDS</b> from amongst those set out in Section IV [ <i>Qualification and Evaluation Criteria</i> ]. The criteria and methodologies to be used shall be as specified in ITT 30.2 (e).
		30.7	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.
31.	National Preference	31.1	If the <b>TDS</b> so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [ <i>Qualification and Evaluation Criteria</i> ].
		31.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [ <i>Qualification and Evaluation Criteria</i> ].
32.	Determination of the Lowest Evaluated Tender	32.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest

				evaluated Tender.
			32.2	In determining the lowered evaluated tenderer, the PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 [Documents and Samples Constituting the Tender] as applicable, and Section IV, Qualification and Evaluation Criteria.
			32.3	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer]. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer
			32.4	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the PE shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily
			32.5	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected
33.	Post-qualification of Tenderer		33.1	After determining the lowest-evaluated tender, if pre-qualification was not undertaken, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in Section IV [Qualification and Evaluation Criteria]
			33.2	Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: (a) The PE may reject a tender if the PE 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 raise concerns with the PE as to the ability of the tenderer that presented that tender to perform the contract; (b) Before rejecting an abnormally low tender the PE 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 abnormal; (c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; and (d) The PE shall incur liability solely by rejecting

an abnormally low tender.

An abnormally low tender means, in the light of the PE'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.

33.3 The PE 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 Section IV [Qualification and Evaluation Criteria].

33.4 The determination will take into account the Tenderer's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Section IV – Qualification and Evaluation Criteria, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.

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

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

33.7 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 PE 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

34.	Criteria for Award	34.1	<p>Subject to ITT 32 [Determination of Lowest Evaluated Tender] and ITT 35 [Negotiations] the PE 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:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers];</li> <li>b) qualified to perform the Contract satisfactorily; and</li> <li>c) successful negotiations have been concluded, if any.</li> </ul>
		34.2	<p>If this Contract is being let on lots 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.</p>
35.	Negotiations	35.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> <li>a) a minor alteration to the technical details of the statement of requirements or specifications;</li> <li>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents;</li> <li>c) a minor amendment to the <b>SCC</b>;</li> <li>d) finalizing payment arrangements;</li> <li>e) delivery arrangements;</li> <li>f) clarifying details that were not apparent or could not be finalized at the time of tendering; or</li> <li>g) reduction of Tender Price to match the available PEs Estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance with ITT33.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.</li> </ul>
		35.2	<p>Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.</p>
36.	PE's Right to Accept any Tender and to Reject any or All Tenders	36.1	<p>Notwithstanding ITT34 [Criteria for Award], the PE 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(s).</p>
		36.2	<p>Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through NeST.</p>
		36.3	<p>The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender(s) but the PE is not obliged to justify those grounds.</p>

37.	PE's Right to Vary Quantities at the Time of Award	37.1	The PE 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 TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
38.	Notification of Award	38.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through NeST to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
		38.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by Letter of Acceptance in the format provided in Section IX [Contract Forms- Letter of Acceptance] through NeST, of the award by the PE prior to expiration of the Tender validity period.
		38.3	The notification of award will be part of the document forming the Contract, subject to the Tenderer furnishing the Performance Securing Declaration or Performance Security in accordance with ITT 39 [Performance Security/Performance Securing Declaration] and signing of the contract in accordance with ITT 40 [Signing of Contract].
39.	Performance Security/Performance Securing Declaration	39.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security as specified in the TDS. Performance security shall be in the amount and in the form stipulated in the TDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		39.2	In the case of Performance Security, it shall be in the form specified in the TDS and SCC, and 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 issued by any reputable surety or insurance company.
		39.3	Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
		39.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms: Performance Securing Declaration].
		39.4	Failure of the successful Tenderer to comply with the requirement of ITT 39.1 shall constitute sufficient grounds for cancellation of the award and

40.	Signing of Contract	40.1	forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
		40.1	Promptly after notification of award, PE shall send the successful Tenderer a draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
		40.2	Within fourteen (14) working days after furnishing the Performance Securing Declaration or Performance Security, the successful Tenderer and the PE shall sign the contract.
		40.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 19.7 [Tender Security or Tender Securing Declaration].
41.	Advance Payment	41.1	The PE will provide an Advance Payment on the Contract Price as stipulated in Conditions of Contract, subject to a maximum amount as stated in the TDS.
		41.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X [Contract Forms].
		41.3	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.
42.	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	42.1	<p>The PEs and Tenderers are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: -</p> <p>a) <b>“corrupt practice”</b> 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;</p> <p>b) <b>“coercive practice”</b> 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;</p> <p>c) <b>“collusive practices”</b> means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a fraudulent practice;</p> <p>d) <b>“fraudulent practice”</b> 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;</p>

e) “**obstructive practice**” means acts intended to materially impede access to required information in exercising a duty under the Act.

42.2 The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive and obstructive practices in competing for the contract.

42.3 A Tenderer will be declared by the Public Procurement Regulatory Authority (PPRA) to be 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.

42.4 PPRA 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.

42.5 Any communications between the Tenderer and the PE 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

43.	Right to Review	43.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of a breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedures set out hereunder.
44.	Time Limit on Review	44.1	The Tenderer shall submit an application for review within seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
45.	Submission of Applications for Review	45.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electronically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
		45.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
		45.3	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.
		45.4	The Accounting Officer (AO) shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
46.	Decision by the Accounting Officer (AO)	46.1	The Accounting Officer (AO) shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision that 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.
		46.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT 45.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 47.1 [Review by the Public Procurement Appeals Authority] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
47.	Review by the Public Procurement Appeals Authority	47.1	Complaints or disputes which: a) are not settled within the specified period under ITT 46.1 [Decision by the Accounting Officer of PE]; b) are not amicably settled by the accounting officer;



or  
c) arise after the procurement contract has entered into force pursuant to ITT 38 [Notification of Award],

shall be referred to the Public Procurement Appeals Authority (PPAA) at the address specified in the **TDS** within seven (7) working days from the date when the tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 46.1 [Decision by the Accounting Officer of a PE] or when the tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 44.1 [Time Limit on Review].

47.2 The Appeals Authority shall, within forty five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.

47.3 The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.

**SECTION III: TENDER DATA SHEET (TDS)**

**A. Introduction**

<b>S/N</b>	<b>Required Information/Data</b>	<b>ITT Clause</b>	<b>ITT Clause Description</b>
<b>A. Introduction</b>			
1.	Name of Procuring Entity	1.1	DAR ES SALAAM CITY COUNCIL
2.	Subject of Procurement	1.1	PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC
3.	Period of Supply of Goods	1.1	90 Days
4.	Commencement date and contract duration;	1.1	Commencement Date: 90 Days. Contract Duration: 7 Days.
5.	Method of Procurement	1.2	National Competitive Tendering
6.	Financial Year	2.1	2024/2025
7.	Nature of the Supplies	2.1	PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC
8.	Financing Institution	2.1 & 2.2	Not Applicable.
9.	Name and Identification Number of the Contract	2.1	Tender Number: 88Z1/2024/2025/G/636 Tender Description: PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC
10.	Eligible Tenderers	2.1	GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign
11.	Number of JVCA	3.2	Not Applicable.
12.	Manufacturer's Authorization	4.6	NOT_APPLICABLE

## B. Preparation of Tenderers

13	Language of the Tender	10.1	English
14	Samples requirements	11. 1(b)	The sample is not required
15	Additional Documents to be Submitted with the tender	11.1(h)	Not Applicable.
16	Sample Characteristic	11.2(c) & 11.2(d)	Not Applicable
17	Other Procurement Specific Documentation evidencing conformity of the Goods and Related Services	12.3 (c)	Other procurement-specific documents required from Tenderers in ITT Clause 12.3(c) are as follows: Additional Tender Documents are not required.
18	Registration of Goods in Tanzania	11.1(d) & 12.4(a)	TMDA
19	Address of Regulators responsible for National Standards and Registration	13.4	<p><b>Director General (DG)</b>  <b>Tanzania Medicines and Medical Devices Authority (TMDA)</b>  P.O. Box 1253, Dodoma or P.O. Box 77150, Dar es Salaam, Tanzania  Telephone: +255 22 2450512 / 2450751 / 2452108  Fax: +255 22 2450793  <a href="mailto:info@tmda.go.tz">Email Address: info@tmda.go.tz</a> Website: <a href="https://www.tmda.go.tz">https://www.tmda.go.tz</a></p> <p><b>Director General (DG)</b>  <b>Tanzania Bureau of Standards (TBS)</b>  P O Box 9524,  Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam.  Telephone: +255 22 2450206 Toll Free Number: 0800110827 Fax: + 255 22 2450959  Email Address: <a href="mailto:info@tbs.go.tz">info@tbs.go.tz</a> / Website:<a href="https://www.tbs.go.tz/">https://www.tbs.go.tz/</a></p> <p><b>Chief Government Chemist</b>  <b>Government Chemist Laboratory Authority,</b>  Physical Address: 5 Barack Obama drive,  Postal Address: P.O. Box 164,  Dar es Salaam. Tanzania.  Tel: +255 22 2113383/4; Fax: +255 222113320,  Email: <a href="mailto:gcla@gcla.go.tz">gcla@gcla.go.tz</a> Website: <a href="https://gcla.go.tz/">https://gcla.go.tz/</a></p> <p><b>The Director General</b>  <b>Tanzania Atomic Energy Commission (TAEC),</b>  P.O. Box 743, Block J, Plot No. 216, Njiro Arusha,  Telephone: +255 272 970050 / 51 / 52 / 53  Mobile: +255 754 361221 (DG)  Fax: +255 272 970054  E-mail : <a href="mailto:dg@taec.go.tz">dg@taec.go.tz</a> Website:<a href="https://www.taec.go.tz">https://www.taec.go.tz</a></p>
20	Alternative Tenders	15.1 & 15.3	Not Applicable.
21	Alternative Schedule	15.2	Alternative Delivery Schedule not allowed.
22	Price Adjustment	16.5	NOT_APPLICABLE
23	Tender Prices and Discount	16.6	Not Applicable
24	Incoterms	16.7	Incoterms 2020
25	Final Destination	16.8 (a) (iii), (b) (i) & (ii) and c(v)	Chanika Hc

26	Fixed Budget	16.9	Not Applicable.
27	Tender Currencies	17.1(a) & 17.2	The Tanzanian Shilling
28	Exchange Rate	17.3	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania on the tender invitation date.
29	Tender Validity Period	18.1	90
30	Tender Security or Tender Securing Declaration	19.1	Tender Securing Declaration

### C. Submission of Tenderers

31	Address for Submission of Samples	21.5	DAR ES SALAAM CITY COUNCIL P.O BOX 20950
32	Deadline for submission of tender	22.1	Tender Submission Date: 21/01/2025 Tender Submission Time: 2:00 PM Hrs Local Time

**D. Opening and Evaluation of Tenderers**

34.	Conversion to Single Currency	29.2	The Tenderer's exchange rates shall be those established by the Bank of Tanzania prevailing on the tender publication date. Currency for Tender Conversion: The Tanzanian Shilling.
35.	Other Evaluation Factors	30.6	All evaluation criteria are found in the Section of Qualification and Evaluation Criteria.
36.	National Preference	31.1	TANZANIA

**E. Award of Contract**

37.	Percentage to increase/decrease at Time of Award	37.1	0 percent.
38.	Advance Payment	41.1	The Advance Payment shall be limited to 0 percent of the agreed contract price.

### F. Review of Procurement Decisions

40	PPAA"s Address	47.1	Executive Secretary Public Procurement Appeal Authority (PPAA), Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone: +255262962411 Mobile: +255743505505 Website; <a href="https://www.ppa.go.tz">https://www.ppa.go.tz</a>
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**PHARMACEUTICALS**  
**(Additional Clauses)**  
**C. Preparation of Tenders**

<b>TDS Clause Number</b>	<b>Required Information/Data</b>	<b>ITT Number</b>	<b>Amendments of, and Supplement to, Clauses in the Instruction to Tenderers</b>
1.	Other Procurement Documentation	Specific 12.3 (c)	[Sample clauses] The Goods offered should meet the specified pharmacopoeial standards as stated in the Technical Specification. If the Goods delivered are not included in one of the specified pharmacopeias (e.g., the case of a new drug), the Tenderer will provide testing protocols and alternative reference standards.
2.	Additional Qualification Criteria	11.1(d)	Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted: has a Good Distribution Practice (GDP) Certificate where appropriate. The Tenderer will submit the following additional information: list of pharmaceuticals being manufactured by the Tenderer with product registration/license number and date. A certificate of Pharmaceutical Product as recommended by the WHO for each item offered.

**B. Preparation of Tenders**

TDS Clause Number	Required Information/Data	ITT Number	Amendments of, and Supplement to, Clauses in the Instruction to Tenderers
1.	Other Specific Procurement Documentation	12.3 (c)	<p><i>[Sample Clauses]</i></p> <p>2. <i>The Goods to be supplied under the Contract must be licensed both in the country of manufacture and in the United Republic of Tanzania by the time of Contract signing by a recognized NCA. An NCA is an organization that performs all six critical functions for control of biological products as defined by the World Health Organization, namely: licensing based on a published set of requirements; surveillance of vaccine field performance; system of lot release for vaccines; use of laboratory when need; regular inspections for good manufacturing practice and evaluation of clinical performance. The license from the country of manufacture must state that the Tenderer is licensed to manufacture the Goods by the NCA in the manufacturing country. Documentary evidence in the form of a certified copy of the license and a copy of the vaccine license/registration that the offered vaccine has been licensed by the NCAs of the manufacturer's country shall accompany the Tender and a copy of the license issued by an NCA in the United Republic of Tanzania must be submitted by Contract signing. If there is no NCA with specific biologics expertise in the United Republic of Tanzania, the Tenderer shall furnish evidence that the Goods meet the qualification criteria in the Technical Specifications.</i></p> <p>3. <i>If the Goods offered do not meet the specified pharmacopoeial standards as stated in the Technical Specification, the Tenderer will provide testing protocols and alternative reference standards.</i></p>
2.	Additional Qualification Criteria	11.1(d)	<p><i>Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted:</i></p> <p><i>(a) is certified by a competent authority in the country of manufacture according to resolution WHA 28 65 (2) of the World Health Organization's Certificate Scheme on the Quality of Pharmaceutical Products Moving in International Commerce.</i></p> <p>The Tenderer will submit the following additional information: -</p> <p><i>(b) list of vaccines being manufactured by the Tenderer with product registration / license number and date.</i></p>

## **SECTION IV: QUALIFICATION AND EVALUATION CRITERIA**

## QUALIFICATION AND EVALUATION CRITERIA

### Commercial Evaluation

#### 1. Eligibility

##### Litigation History (SCORE: N/A)

Tenderers are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2023-01-31
Litigation History End Year	2024-12-31

##### Completion Period (SCORE: N/A)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	90
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#### 2. Standard Tender Forms

##### Tender Validity Period (SCORE: N/A)

Suppliers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	90
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##### Notarized Special Power of Attorney (SCORE: N/A)

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

#### 3. Financial Situation and Performance

##### Average Annual Turnover (SCORE: N/A)

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	3000000
Turnover Start Date	2023-01-31
Turnover End Date	2024-12-31

##### Access to Financial Resources (Sources of Fund) (SCORE: N/A)

Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

Average fund amount from all sources (any freely convertible currency proposed by bidder)	3000000
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## Technical Evaluation

### 1. Experience

#### Current Contract Commitment (SCORE: N/A)

Tenderer must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2023-01-31
Current Commitment End Year	2024-12-31

#### Specific Experience (SCORE: N/A)

Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size, complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). In the case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Specific Experience	SUPPLING OF LOBORATORY SUPPLIES
Specific Experience Start Year	2023-01-31
Specific Experience End Year	2024-12-31
Number of Specific Experience Contracts	2
Value of each specific experience contract in the specified tender currency	1000000

#### General Experience (SCORE: N/A)

Tenderer should provide details of their previous and on-going contracts to evidence their general experience in supply of goods.

General experience start date	2021-01-31
General experience end date	2024-12-31
Number of contract	2
Contract value in the specified currency	3000000

#### General Experience in Key Activities (SCORE: N/A)

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration and with the minimum experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

Employer's Name and Contact	ELIHURUMA S MABELYA P O BOX 20950 DAR ES SALAAM
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Project Description	Procuring Of Laboratory Supplies And Reagent
Project Amount	79,098,833
Project Start Date	2025-01-24
Project End Date	2025-04-30
Key Activities	Procuring Of Laboratory Supplies And Reagent
Roles in Contract	To supply laboratory supplies and Reagent
Key Personnel	LAB TECH

## 2. Technical Specifications

### Conformance to Technical Specifications and Standards (SCORE: N/A)

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

## 3. Delivery Schedule

### Delivery Period (SCORE: N/A)

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

Delivery Period	7
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## Financial Evaluation

### 1. Price Schedule

#### Priced schedule (SCORE: N/A)

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

## Section IV: Qualification and Evaluation Criteria

This Section contains all the criteria that the PE shall use to evaluate a Tender and qualify the Tenderers. No other factors, methods or criteria shall be used.

**[The PE shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]**

### 1. Margin of Preference (ITT 31)

If the Tendering Data Sheet so specifies, the PE will grant a margin of preference to goods manufactured in the PE's country for the purpose of tender comparison, in accordance with the procedures outlined in subsequent paragraphs.

Tenders will be classified in one of three groups, as follows:

- (a) **Group A:** Tenders offering goods manufactured in the United Republic of Tanzania, for which (i) labor, raw materials, and components from within the PE's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.
- (b) **Group B:** All other tenders offering Goods manufactured in the United Republic of Tanzania.
- (c) **Group C:** Tenders offering Goods manufactured outside the United Republic of Tanzania that have been already imported or that will be imported.

To facilitate this classification by the PE, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tendering Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the PE's reclassification of the tender into its appropriate tender group.

The PE 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 Form of Tenders and Price Schedules.

All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tender from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated tender is a tender from Group C, all tenders from Group C shall be further compared with the lowest evaluated tender from Group A after adding to the evaluated price of goods offered in each tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts. If the tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C shall be selected.

### Most Advantageous Tender

The PE shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tendering document, and
- (b) the lowest evaluated cost.

### 2. Evaluation (ITT 30)

#### 2.1. Evaluation Criteria (ITT 30.6)

The PE's evaluation of a tender may take into account, in addition to the Tender Price quoted in accordance with ITT Clause 16.8, one or more of the following factors as specified in ITT 30.2(f) and in TDS referring to ITT 30.6, using the following criteria and methodologies.

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

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII,*

*Schedule of Requirements. No credit will be given to deliveries before the earliest date, and tenders offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in TDS 36, will be added, for evaluation purposes only, to the tender price of tenders offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.*

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

(i) *Tenderers shall state their tender price for the payment schedule outlined in the SCC. Tenders shall 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 PE may consider the alternative payment schedule and the reduced tender price offered by the Tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(ii) *The SCC stipulates the payment schedule specified by the PE. If a tender deviates from the schedule and if such deviation is considered acceptable to the PE, 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 the SCC, at the rate per annum specified in TDS 36.*

(c) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 36]*

## **2.2. Multiple Contracts (ITT 30.4)**

The PE shall award multiple contracts to the Tenderer that offers the lowest evaluated combination of tenders (one contract per tender) and meets the post-qualification criteria (this Section IV, Sub-Section ITT 33.1 Post-Qualification Requirements)

The PE shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITT 16.6

Tender evaluation of such tenders will be carried out as per the following procedures. The average price of an item quoted by substantially responsive Tenderers will be added to the tender price of those who did not quote for that item and the equivalent total cost of the tender so determined will be used for tender comparison, evaluation, and award

(b) take into account:

(i) the lowest-evaluated tender for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Tenderer in its tender”.



## **Section VI: Eligible Countries**

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

1. as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

## **PART 2 – PROCURING ENTITY’S REQUIREMENTS**

### **Section VII: 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.

To determine the correct date of delivery hereafter specified, the PE has taken into account the additional time that will be needed for international or national transit to the Project Site or to another commonplace.

**List of Commodities**

**Tender Description: PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC**

**Tender No: 88Z1/2024/2025/G/636**

**LOT NO. 88Z1/2024/2025/G/636**

**PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC**

**GFS Code: 22004107 - Laboratory Supplies**

<b>S/N</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>
1	CALIBRANT FLUID	SET	1
2	ALP	Kit	1
3	REFRIGIRATOR	EACH	5
4	MULTISERACALIBRATOR 5MLS	EACH	2
5	AFP	Kit	1
6	T4	Kit	1
7	ESROGEN (E2)CAL	Kit	3
8	FSH CAL	Kit	3
9	CC MULT SERA CONTROL P 5MLS	EACH	2
10	SICKLE CELL RAPID TEST	25KIT	4
11	REPRODUCTIVE MULT CONTROL (N)	Kit	1
12	HDL	Kit	2
13	TESTOSTERONE (TESTO)	Kit	2
14	sample cup	100PC	2
15	ALAT	Kit	4
16	M-53LEO -11(400ml)-lyse mindray bc5380	Bottle	6
17	B-HCG	Kit	1
18	URICACID	Kit	3
19	LH	Kit	2
20	REPROUCTIVE MULTI CONTROL (H)	Kit	1
21	B55-CONTROL(MINDRAY)BC5380(H,L,N)	Sets	1
22	PROGESTERONE (PRO)	Kit	2
23	LDL	Kit	2
24	BGE CONTROL LEVEL 1	Kit	1
25	LIPID CALIBRTOR 3MLS	EACH	2

26	AFP CAL	Kit	2
27	TROPONIN-CAL	Kit	1
28	TUMOR MAKER MULT CONTROL (N	Kit	1
29	BGE CONTROL LEVEL 2	Kit	1
30	M-53LEO-1(ILT)-LYSE MINDRAY BC380	Bottle	7
31	BIL D	Kit	2
32	PROGESTERONE(PRO)CAL	Kit	3
33	BGE CONTROL LEVEL	Kit	1
34	ASAT	Kit	4
35	TUMOR MAKER MULTI CONTROL (H)	Kit	2
36	t-PSA CAL	Kit	2
37	TP	Kit	1
38	M-53D DILUENT 50D(20L)-	Galon	20
39	FSH	Kit	2
40	LH CAL	Kit	2
41	WALL THERMOMETER	EACH	30
42	TSH	Kit	1
43	CENTRIFUGE	EACH	3
44	DISTILER MACHINE	EACH	1
45	T3	Kit	1
46	M-53H LYSE(1LT)MINDRY BC5380	Bottle	6
47	B-HCG CAL	Kit	2
48	CC MULT SERA CONTROL N 5MLS	EACH	2
49	TESTOSTRONE(TESTO)CAL	Kit	2
50	Chem reaction cuvette	BOX	3
51	wash buffer 10ltrs	Galon	5
52	UREA	Kit	3
53	TSH CAL	Kit	3
54	TEST CARTLLLLAGE BOOD GASE	Kit	1
55	PROLACTIN	Kit	2
56	IMMUNOASSAY REACTION CUVETTES	pcs	2000
57	BIL T	Kit	2
58	Troponin-1	Kit	1

59	TG	Kit	2
60	ALB	Kit	2
61	SUBSTRATE (PC/4(BOX)	Box	2
62	ESTROGEN(E2)	Kit	2
63	T4 CAL	Kit	3
64	t-PSA	Kit	1
65	INCUBATOR MACHINE	EACH	1
66	THYROID MULTI CONTROL (N)	Kit	1
67	TC	Kit	2
68	CREA	Kit	3
69	T3 CAL	Kit	2
70	PROLACTIN CAL	Kit	2
71	detergent	Bottle	2
72	THYROID MULTI CONTROL (H)	Kit	2

**List of Specifications**

**Tender Description:** PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC

**Tender No:** 88Z1/2024/2025/G/636

**LOT NO. 88Z1/2024/2025/G/636  
PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA HC**

**GFS Code: 22004107 - Laboratory Supplies**

**CALIBRANT FLUID**

<b>Technical Requirements</b>	<b>Description</b>
Calibrant Fluid	1

**ALP**

<b>Technical Requirements</b>	<b>Description</b>
ALP	1

**REFRIGIRATOR**

<b>Technical Requirements</b>	<b>Description</b>
Refrigerator	5

**MULTISERACALIBRATOR 5MLS**

<b>Technical Requirements</b>	<b>Description</b>
Multsera calibrator 5mls	2

**AFP**

<b>Technical Requirements</b>	<b>Description</b>
Afp	1

**T4**

<b>Technical Requirements</b>	<b>Description</b>
T4	1

**ESROGEN (E2)CAL**

<b>Technical Requirements</b>	<b>Description</b>
Estrogen (E2)cal	3

**FSH CAL**

<b>Technical Requirements</b>	<b>Description</b>
Fsh Cal	3

**CC MULT SERA CONTROL P 5MLS**

Technical Requirements	Description
Cc Mult Control P 5mls	2

### SICKLE CELL RAPID TEST

Technical Requirements	Description
Sickle Cell Rapid Test	4

### REPRODUCTIVE MULT CONTROL (N)

Technical Requirements	Description
Reproductive Multi Control (N)	1

### HDL

Technical Requirements	Description
Hdl	2

### TESTOSTERONE (TESTO)

Technical Requirements	Description
Testosterone (Testo)	2

### sample cup

Technical Requirements	Description
Sample Cup	2

### ALAT

Technical Requirements	Description
Alat	4

### M-53LEO -11(400ml)-lyse mindray bc5380

Technical Requirements	Description
M-53leo-11(400ml)-lyse mindray Bc5380	6

### B-HCG

Technical Requirements	Description
B-hcg	1

### URICACID

Technical Requirements	Description
Uricacid	3

### LH

Technical Requirements	Description
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Lh	2
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**REPROUCTIVE MULTI CONTROL (H)**

Technical Requirements	Description
Reproductive Multi Control (H)	1

**B55-CONTROL(MINDRAY)BC5380(H,L,N)**

Technical Requirements	Description
B55-Control (mindray)bc5380(h,l,n)	1

**PROGESTERONE (PRO)**

Technical Requirements	Description
Progesterone (Pro)	2

**LDL**

Technical Requirements	Description
Ldl	2

**BGE CONTROL LEVEL 1**

Technical Requirements	Description
Bge Control Level 1	1

**LIPID CALIBRTOR 3MLS**

Technical Requirements	Description
Lipid Calibrtor 3mls	2

**AFP CAL**

Technical Requirements	Description
Afp Cal	2

**TROPONIN-CAL**

Technical Requirements	Description
Troponin-cal	1

**TUMOR MAKER MULT CONTROL (N)**

Technical Requirements	Description
Tumor Make Mult Control (N)	1

**BGE CONTROL LEVEL 2**

Technical Requirements	Description
Bge Control Level 2	1

**M-53LEO-1(ILT)-LYSE MINDRAY BC380**

Technical Requirements	Description
M-53leo-1(ilt)-lyse Mindray Bc380	7

**BIL D**

Technical Requirements	Description
Bil D	2

**PROGESTERONE(PRO)CAL**

Technical Requirements	Description
Progesterone(pro)cal	3

**BGE CONTROL LEVEL**

Technical Requirements	Description
Bge Control Level	1

**ASAT**

Technical Requirements	Description
Asat	4

**TUMOR MAKER MULTI CONTROL (H)**

Technical Requirements	Description
Tumor Make Multi Control (H)	2

**t-PSA CAL**

Technical Requirements	Description
T-psa Cal	2

**TP**

Technical Requirements	Description
Tp	1

**M-53D DILUENT 50D(20L)-**

Technical Requirements	Description
M-53d Diluent 50d (20l)-	20

**FSH**

Technical Requirements	Description
Fsh	2

**LH CAL**

Technical Requirements	Description
Lh Cal	2

### WALL THERMOMETER

Technical Requirements	Description
Wall Thermometer	30

### TSH

Technical Requirements	Description
Tsh	1

### CENTRIFUGE

Technical Requirements	Description
Centrifuge	3

### DISTILER MACHINE

Technical Requirements	Description
Distiler Machine	1

### T3

Technical Requirements	Description
T3	1

### M-53H LYSE(1LT)MINDRY BC5380

Technical Requirements	Description
M-53h Lyse (1lt) mindry Bc5380	6

### B-HCG CAL

Technical Requirements	Description
B-hcg Cal	2

### CC MULT SERA CONTROL N 5MLS

Technical Requirements	Description
Cc Mult Sera Control N 5mls	2

### TESTOSTRONE(TESTO)CAL

Technical Requirements	Description
testosterone(testo)cal	2

### Chem reaction cuvette

Technical Requirements	Description
Chem Reaction Cuvette	3

**wash buffer 10ltrs**

Technical Requirements	Description
Wash Buffer 10ltrs	5

**UREA**

Technical Requirements	Description
Urea	7

**TSH CAL**

Technical Requirements	Description
Tsh Cal	3

**TEST CARTLLAGE BOOD GASE**

Technical Requirements	Description
Test Cartilage Blood Gase	1

**PROLACTIN**

Technical Requirements	Description
Prolactin	2

**IMMUNOASSAY REACTION CUVETTES**

Technical Requirements	Description
Immunoassay Reaction Cuvettes	2000

**BIL T**

Technical Requirements	Description
Bil T	2

**Troponin-1**

Technical Requirements	Description
Troponin-1	1

**TG**

Technical Requirements	Description
Tg	2

**ALB**

Technical Requirements	Description
Alb	2

**SUBSTRATE (PC/4(BOX))**

Technical Requirements	Description
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Substrate (Pc/4(box)	2
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### **ESTROGEN(E2)**

<b>Technical Requirements</b>	<b>Description</b>
Estrogen (e2)	2

### **T4 CAL**

<b>Technical Requirements</b>	<b>Description</b>
T4 Cal	3

### **t-PSA**

<b>Technical Requirements</b>	<b>Description</b>
T-psa	1

### **INCUBATOR MACHINE**

<b>Technical Requirements</b>	<b>Description</b>
Incubator Machine	1

### **THYROID MULTI CONTROL (N)**

<b>Technical Requirements</b>	<b>Description</b>
Thyroid Multi Control (N)	1

### **TC**

<b>Technical Requirements</b>	<b>Description</b>
Tc	2

### **CREA**

<b>Technical Requirements</b>	<b>Description</b>
Crea	3

### **T3 CAL**

<b>Technical Requirements</b>	<b>Description</b>
T3 Cal	2

### **PROLACTIN CAL**

<b>Technical Requirements</b>	<b>Description</b>
Prolactin Cal	2

### **detergent**

<b>Technical Requirements</b>	<b>Description</b>
Detergent	2

**THYROID MULTI CONTROL (H)**

<b>Technical Requirements</b>	<b>Description</b>
Thyroid Multi Control (H)	2

**Delivery Schedule**

**Tender Description:** PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA  
HC

**Tender No:** 88Z1/2024/2025/G/636

Specific item(s) delivery schedule will be specified on the issuance of the call-off order.

## Inspection and Tests

**Tender Description:** PROCURING OF LABORATORY SUPPLIES AND REAGENT AT CHANIKA  
HC

**Tender No:** 88Z1/2024/2025/G/636

Inspection and Tests for specific item(s) will be known on the issuance of the call-off order.



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

**SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)**

## GENERAL CONDITIONS OF CONTRACT

S/N	GCC Clause	GCC Clause Number	GCC Clause Description
1.	Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) "<b>The Arbitrator</b>" is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> <p>b) "<b>Completion</b>" means the fulfilment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</p> <p>c) "<b>Day</b>" means calendar day.</p> <p>d) "<b>Delivery</b>" 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.</p> <p>e) "<b>Effective Date</b>" means the date on which this Contract becomes effective.</p> <p>f) "<b>Eligible Country</b>" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>g) "<b>End User</b>" means the organization(s) where the goods will be used, as named in the <b>SCC</b>.</p> <p>h) "<b>Force Majeure</b>" 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.</p> <p>i) "<b>GCC</b>" means the General Conditions of Contract contained in this section.</p> <p>j) "<b>SCC</b>" means the Special Conditions of Contract.</p> <p>k) "<b>Origin</b>" 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.</p> <p>l) "<b>Registration Certificate</b>" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.</p> <p>m) "<b>The Contract</b>" 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.</p> <p>n) "<b>The Contract Price</b>" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>o) "<b>The Goods</b>" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>p) "<b>The Final Destination</b>" where applicable,</p>

			<p>means the place or places named in the <b>SCC</b>.</p> <p>q) "<b>The Purchaser</b>" means the organization purchasing the Goods, as named in the <b>SCC</b>.</p> <p>r) "<b>The Related Services</b>" 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.</p> <p>s) "<b>The Services</b>" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>t) "<b>The Supplier</b>" means the individual or firm supplying the Goods and Services under this Contract. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>u) "<b>Project Manager</b>" is the person (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.</p>
2.	Application and Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined
		2.2	If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement; b) Letter of Acceptance; c) Negotiation Minutes; d) Form of Tender and Priced Schedule; e) Special Conditions of Contract; f) General Conditions of Contract; g) Specifications; h) Any other Contract Documents listed in the <b>SCC</b> as forming part of the Contract.
3.	Condition Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the <b>SCC</b> .
		3.2	If the Condition precedent stipulated on GCC 3.1

			is not met by the date specified in the <b>SCC</b> this contract shall not come into effect;
		3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract shall be written in the language specified in the <b>SCC</b> . Subject to this clause, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
5.	Applicable Law	5.1	The Contract shall be interpreted in accordance with the laws of Tanzania.
6.	Country of Origin	6.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the <b>SCC</b> .
		6.2	For purposes of this Clause, " <b>origin</b> " 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 product results that is substantially different in basic characteristics or in purpose or utility from its components.
		6.3	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the

			Supplier's performance under the Contract if so required by the Purchaser.
		8.4	The Supplier shall permit the Government 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 Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.
9.	Certification of Goods in Accordance with Laws of the United Republic of Tanzania	9.1	If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the <b>SCC</b> . The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
		9.2	Unless otherwise specified in the <b>SCC</b> , the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
		9.3	If thirty (30) days, or such longer period specified in the <b>SCC</b> , elapse from the date of Contract signing and the Contract has not become effective pursuant to GCC 9.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
10.	Performance Securities	10.1	The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC</b> .
		10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security 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 <b>SCC</b> .
		10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
		10.5	In the case of Performance Securing Declaration,

			it shall remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11.	Inspections and Tests	11.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b> .
		11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b> . Subject to GCC11.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser
		11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC11.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
		11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods. (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier. (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination
		11.5	Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by GCC11.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and

			authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party
		11.6	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications' codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
		11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
		11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC 11.4.
		11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC 11.7, shall release the Supplier from any warranties or other obligations under the Contract.
12.	Packing	12.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
13.	Delivery and Documents	13.1	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 the <b>SCC</b> .
		13.2	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.
		13.3	Documents to be submitted by the Supplier are specified in the <b>SCC</b> .
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC</b> .
		14.2	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
15.	Transportation	15.1	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.
		15.2	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.
		15.3	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 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.
		15.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s)

			specified in the Contract.
16.	Incidental Services	16.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1	<p>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:</p> <p>(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</p> <p>(b) In the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
18.	Warranty	18.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
		18.2	The Purchaser shall have the right to make claims under the above warranty for the period specified in the SCC after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
		18.3	In the event of a dispute by the Supplier, a counter- analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will

			be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
		18.4	If, after being notified that the defect has been confirmed pursuant to GCC 18.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
		18.5	In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
19.	Patent and Copy Rights	19.1	<p>The Supplier shall, subject to the Purchaser's compliance with GCC18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
		19.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC18.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or

			claim and any negotiations for the settlement of any such proceedings or claim.
		19.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
		19.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		19.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
20.	Limitation of Liability	20.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 18,</p> <p>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</p> <p>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.</p>
21.	Change of Laws and Regulations	21.1	Unless otherwise specified in the Contract, if after the date of 28 days prior to the deadline date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such

			additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 23 [Prices].
22.	Payment	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the <b>SCC</b> .
		22.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfilment of other obligations stipulated in the Contract.
		22.3	Payments shall be made promptly by the Purchaser, in the mode of payment specified in the <b>SCC</b> , but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
		22.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the <b>SCC</b> subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		22.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to GCC 21.4.
23.	Prices	23.1	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.
		23.2	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 tender, with the exception of any price adjustments authorized in the <b>SCC</b> or in the Purchaser's request for tender validity extension, as the case may be.
		23.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components shall be done in accordance with GCC 23.4.
		23.4	If in accordance with GCC 23.2 and 23.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula: $P1 = P0 [a + bL1/L0 + cM1/M0] - P0$ where $a + b + c = 1$ in which: P1 = adjustment amount payable to the Supplier. P0 = Contract Price(base price). a = fixed element representing profits and overheads included in the Contract Price and

			<p>generally in the range of five (5) to fifteen (15) percent.</p> <p>b = estimated percentage of labour component in the Contract Price.</p> <p>c = estimated percentage of material component in the Contract Price.</p> <p>L0, L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.</p> <p>M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.</p> <p>The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:</p> <p>a =[insert value of coefficient]</p> <p>b= [insert value of coefficient]</p> <p>c= [insert value of coefficient]</p> <p>Base date = thirty (30) days prior to the deadline for submission of the bids.</p> <p>Date of adjustment =mid-point of the period of manufacture).</p> <p>The above price adjustment formula shall be invoked by either party subject to the following further conditions:</p> <p>(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.</p> <p>(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price.</p> <p>The correction factor shall be: <math>Z0/Z1</math>, where:</p> <p>Z0 =the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and</p> <p>Z1= the number of units of currency of origin of the indices which equal to one unit of the currency of the Contract Price on the Date for Adjustment.</p> <p>(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.</p>
24.	Change Orders, Quantities and Change Orders	24.1	The estimated quantities required are shown in the schedule of requirements. Although every endeavor has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.
		24.2	The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract and any one or more

			<p>of the following:</p> <p>a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>b) The method of shipment or packing;</p> <p>c) The place of delivery; and / or</p> <p>d) The Services to be provided by the Supplier.</p>
		24.3	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract 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.
		24.4	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
25.	Extensions of Time	25.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC13 [Delivery and Documents], the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
		25.2	Except in case of Force Majeure, as provided under GCC31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 29 [Liquidated Damages], unless an extension of time is agreed upon, pursuant to GCC 25.1.
26.	Assignment	26.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
27.	Subcontracting	27.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
28.	Delays in the Supplier's Performance	28.1	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.
		28.2	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 or in electronic forms that provide record of the content of communication 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.
		28.3	Except as provided under GCC 31 [Force Majeure], 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 29 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
29.	Liquidated Damages	29.1	Subject to GCC 31 [Force Majeure], 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 the 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 the SCC. Once the maximum is reached, the Purchaser may consider termination of 30 [Termination for Default].
30.	Termination for Default	30.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>a) if 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 28 [Delays in the Supplier's Performance]; or</p> <p>b) if the Goods do not meet the Technical Specifications stated in the Contract; or</p> <p>c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or</p> <p>d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p><b>"corrupt practice"</b> 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.</p> <p><b>"coercive practice"</b> 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.</p>



		30.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 30.1, 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.
31.	Force Majeure	31.1	Notwithstanding the provisions of GCC 28 [Delays in Supplier Performance], GCC 29 [Liquidated Damages] and GCC 30 [Termination for Default], 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.
		31.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication 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.
32.	Termination for Insolvency	32.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
33.	Termination for Convenience	33.1	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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
		33.2	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 prices. 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.
34.	Settlement of Disputes	34.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.

		34.2	<p>If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.</p>
		34.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the <b>SCC</b> .
		34.4	<p>Notwithstanding any reference to arbitration herein;</p> <p>a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b) The Purchaser shall pay the Supplier any monies due the Supplier.</p>
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address as indicated in the <b>SCC</b> . Details of the supplier' address will be available in the Contract Finalization Information Section in the Contract Agreement.
		35.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.
		36.3	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.
37.	Suspension of Financing	37.1	<p>In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Contractor are being made:</p> <p>a) The Purchaser is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.</p> <p>b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 22.3 [Payment], the Contractor may immediately issue a 14</p>

			days termination notice.
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**SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)**

## Special Conditions of Contract (SCC)

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

SCC Number	Information/ Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(a)	TIArb
2.	End User	1.1 (g)	CHANIKA HEALTH CENTER P O BOX 20950
3.	Final Destination	1.1 (p)	CHANIKA HC
4.	Name of Purchaser	1.1 (q)	DAR ES SALAAM CITY COUNCIL P.O BOX 20950
5.	Other Documents Forming the Contract	2.3 (h)	No additional documents forming part of the contract are required.
6.	Conditions Precedent Date for Meeting Condition Precedent	3.1 & 3.2	20/01/2025.
7.	Governing Language	4.1	ENGLISH
8.	Country of Origin	6.1	Not Applicable
9.	Certification of Goods	9.1	TMDA
10.	Effective date of Contract	9.2	90 days after signing the contract.
11.	Time Period	9.3	7 days
12.	Performance Security/Performance Securing Declaration	10.1	Performance Securing Declaration
13.	Discharge of Performance Security	10.3	0.
14.	Inspection and Tests	11.1 & 11.2	

**LOT NO. 88Z1/2024/2025/G/636**  
**PROCURING OF LABORATORY SUPPLIES AND REAGENT**  
**AT CHANIKA HC**

**GFS Code: 22004107 - Laboratory Supplies**

**CALIBRANT FLUID**  
This item does not require inspections

**ALP**  
This item does not require inspections

**REFRIGIRATOR**

This item does not require inspections

**MULTISERACALIBRATOR 5MLS**

This item does not require inspections

**AFP**

This item does not require inspections

**T4**

This item does not require inspections

**ESROGEN (E2)CAL**

This item does not require inspections

**FSH CAL**

This item does not require inspections

**CC MULT SERA CONTROL P 5MLS**

This item does not require inspections

**SICKLE CELL RAPID TEST**

This item does not require inspections

**REPRODUCTIVE MULT CONTROL (N)**

This item does not require inspections

**HDL**

This item does not require inspections

**TESTOSTERONE (TESTO)**

This item does not require inspections

**sample cup**

This item does not require inspections

**ALAT**

This item does not require inspections

**M-53LEO -11(400ml)-lyse mindray bc5380**

This item does not require inspections

**B-HCG**

This item does not require inspections

**URICACID**

This item does not require inspections

**LH**

This item does not require inspections

**REPROUCTIVE MULTI CONTROL (H)**

This item does not require inspections

**B55-CONTROL(MINDRAY)BC5380(H,L,N)**

This item does not require inspections

**PROGESTERONE (PRO)**

This item does not require inspections

**LDL**

This item does not require inspections

**BGE CONTROL LEVEL 1**

This item does not require inspections

**LIPID CALIBRTOR 3MLS**

This item does not require inspections

**AFP CAL**

This item does not require inspections

**TROPONIN-CAL**

This item does not require inspections

**TUMOR MAKER MULT CONTROL (N**

This item does not require inspections

**BGE CONTROL LEVEL 2**

This item does not require inspections

**M-53LEO-1(ILT)-LYSE MINDRAY BC380**

This item does not require inspections

**BIL D**

This item does not require inspections

**PROGESTERONE(PRO)CAL**

This item does not require inspections

**BGE CONTROL LEVEL**

This item does not require inspections

**ASAT**

This item does not require inspections

**TUMOR MAKER MULTI CONTROL (H)**

This item does not require inspections

**t-PSA CAL**

This item does not require inspections

**TP**

This item does not require inspections

**M-53D DILUENT 50D(20L)-**

This item does not require inspections

**FSH**

This item does not require inspections

**LH CAL**

This item does not require inspections

**WALL THERMOMETER**

This item does not require inspections

**TSH**

This item does not require inspections

**CENTRIFUGE**

This item does not require inspections

**DISTILER MACHINE**

This item does not require inspections

**T3**

This item does not require inspections

**M-53H LYSE(1LT)MINDRY BC5380**

This item does not require inspections

**B-HCG CAL**

This item does not require inspections

**CC MULT SERA CONTROL N 5MLS**

This item does not require inspections

**TESTOSTRONE(TESTO)CAL**

This item does not require inspections

**Chem reaction cuvette**

This item does not require inspections

**wash buffer 10ltrs**

This item does not require inspections

**UREA**

This item does not require inspections

**TSH CAL**

This item does not require inspections

**TEST CARTLLAGE BOOD GASE**

This item does not require inspections

**PROLACTIN**

This item does not require inspections

**IMMUNOASSAY REACTION CUVETTES**

This item does not require inspections

**BIL T**



This item does not require inspections

**Troponin-1**

This item does not require inspections

**TG**

This item does not require inspections

**ALB**

This item does not require inspections

**SUBSTRATE (PC/4(BOX))**

This item does not require inspections

**ESTROGEN(E2)**

This item does not require inspections

**T4 CAL**

This item does not require inspections

**t-PSA**

This item does not require inspections

**INCUBATOR MACHINE**

This item does not require inspections

**THYROID MULTI CONTROL (N)**

This item does not require inspections

**TC**

This item does not require inspections

**CREA**

This item does not require inspections

**T3 CAL**

This item does not require inspections

**PROLACTIN CAL**

This item does not require inspections

**detergent**

This item does not require inspections

**THYROID MULTI CONTROL (H)**

This item does not require inspections

**NOT APPLICABLE**

- |     |                        |             |  |
|-----|------------------------|-------------|--|
| 15. | Packing Requirements   | 12.2        | Not Applicable.  |
| 16. | Delivery and Documents | 13.1 & 13.3 | Sample provision (CIF/CIP terms)<br>For Goods supplied form abroad:<br>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of |

transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- i) three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal.
- ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct number of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- iii) four copies of the packing list identifying contents of each package;
- iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); For goods shipped by sea the following documents to be submitted immediately by email and original documents to be submitted at least 14 days prior to ship arrival.
- viii) Certificate of analysis/ conformity for medical supplies and equipment to be included as the delivery document
- ix) EFD receipt to be included for VAT registered suppliers (local)
- x) Endorsed Import permit to be included in the delivery documents for imported goods.
- xi) any other procurement-specific documents required for delivery / payment purposes.

For Goods from within the United Republic of Tanzania.

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;
- ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser for customs purposes] and delivery through to final destination as stated in the Contract.
- iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary,
- iv) four copies of the packing list identifying contents of each package;
- v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
- vi) one original of the Supplier's Certificate of Origin covering all items supplied'
- vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)
- viii) other procurement-specific documents required for delivery / payment purposes - Not Applicable

17.	Insurance	14.1
18.	Incidental Services	16.1
19.	Spare Parts	17.1
20.	Warranty of	18.1

TZS 1,000,000  
 Not Applicable.  
 Not applicable.  
 Not applicable.

21.	Goods Period for the Replacement of Defective Goods	18.4	3 days.
22.	Payment to be made to the Supplier.	22.1, 22.3& 22.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered, and in the form, provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: 0 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 13.1.</p> <p>(iii) On Acceptance: 100 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 Purchaser.</p> <p>Payment of local currency portion shall be made in 100 within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0 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 Purchaser.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>On Acceptance: 100 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 Purchaser.</p>
23.	Currency of Payment	22.5	The Tanzanian Shilling
24.	Prices Adjustments	23.2	NOT_APPLICABLE
25.	Liquidated Damages and Maximu duction of liquidated damages	29.1	In the case where the Performance Securing Declaration has been used, the rate of liquidated damages shall be between 0.10 to 0.20 percent of the cost of undelivered goods for every day of delay to a maximum of 10% of the contract sum.
26.	Settlement of Disputes	34.3	TIArb DODOMA.
27.	Notices to PE	35.1	DAR ES SALAAM CITY COUNCIL P.O BOX 20950

### Special Conditions of Contract

#### PHARMACEUTICALS

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of pharmaceuticals.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Delivery and Documents	13.1 & 13.3	For Goods supplied from abroad: (ii) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied. (iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.

Special Conditions of Contract

**VACCINES**

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of vaccines.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Delivery and Documents	13.1 & 13.3	<b><i>For Goods supplied from abroad:</i></b>
			(ii) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
			(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
			(iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.
			<b><i>For Goods from within the United Republic of Tanzania:</i></b>
			One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
2.	Warranty of Goods	18.1	<p>The Purchaser reserves the right to request evidence of bio-availability and/ or bio-equivalence data and / or evidence of the basis for expiration dating and other stability data concerning the goods to verify shelf life claimed for the Goods.</p> <p>If an adverse event following immunization (AEFI) occurs in the United Republic of Tanzania and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the United Republic of Tanzania, take steps to advise the supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used.</p>

**Special Conditions of Contract  
CONDOMS**

The following SCC shall supplement the GCC in the procurement of condoms. Whenever here is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parent theses.

S/N	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Inspection and Tests	11.1 & 11.2	(a) The Supplier shall test batches of Goods ready for shipment in accordance with the WHO specification. The size of the sample for testing will be calculated by reference to ISO 2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of such tests.
2.	Delivery and Documents	13.1 & 13.3	For Goods supplied from abroad: (ix) original copy of quality control tests for each consignment as stated in SCC 9 above. (x) original copy of the certificate of inspection furnished to Supplier by nominated inspection agency and six copies. [where separate inspection is required] For Goods from within the United Republic of Tanzania: i) Certificate of in-house analysis.

## **Section X: Contract Forms**

This Section contains forms that, once completed, will form part of the Contract. The forms for Performance Security/Performance Securing Declaration and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award. The section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

## Notice of Intention to Award a Contract

[Letterhead paper of the PE]

Ref No: [insert ref. no.]..... Date: .....

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

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER** [insert number of contracts] **FOR** [insert description]

Reference is made to the above subject matter. The submitted tenders were evaluated according to the criteria stated in the tender document. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*

Your tender was not considered for award of the contract due to the following reasons<sup>1</sup>

- 1) .....
- 2) .....
- 3) .....

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review,. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to *(insert the title of Accounting Officer)* through NeST.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE: .....

<sup>1</sup>Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.



**Letter of Acceptance**

*[Letterhead paper of the PE]*

*[date]*

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

**RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO.***[insert tender number]* **FOR**  
*[insert tender description]*

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

You are requested to furnish the Performance Securing Declaration or Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Tendering Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

Copy:, PPRA, , CAG, Office of the Attorney General, GAMD, IAG, TRA and Adjudicator’s Appointing Authority,

Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference.

**Form of Agreement**

**THIS AGREEMENT** (hereinafter called the “Contract” ) is made this [*day of the month*] day of [*insert a month*], [*insert a year*], between [*name and address of Purchaser*] (hereinafter called “the Purchaser”) of the one part and [*name and address of Supplier*] (hereinafter called “the Supplier”) of the other part:

[*Note: In the text below, text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one Entity, the above should be partially amended to read as follows:*]

“[*insert the name of Employer*] (hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [*insert of name of entity*] and [*insert name of entity*] and [*etc.*] (hereinafter called the “Service Provider”) each of which shall be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract.

**WHEREAS** the Purchaser invited Tenders for certain goods and ancillary services, viz., [*insert 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 [*insert 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
  - (a) Form of Agreement,
  - (b) Letter of Acceptance
  - (c) Minutes of Negotiations (if any)
  - (d) Form of Tender
  - (e) Special Conditions of Contract,
  - (f) General Conditions of Contract,
  - (g) Specifications
  - (h) Completed Schedules (including Price Schedules), and
  - (i) [Other relevant document(s): [*List any*]]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  - b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:**

**THE PURCHASER**

**THE SUPPLIER**

Name: .....

Name: .....

(Authorized Representative) (Authorized Representative)

Designation: .....

Designation: .....

**Signature:** .....

**Signature:** .....

**Date:** .....

**Date:**.....

**WITNESS**

**WITNESS**

**Name:** .....

**Name:** .....

**Designation:** .....

**Designation:** .....

## PERFORMANCE SECURING DECLARATION

Date: *[insert date (as day, month and year)]*  
Contract No.: *[insert Contract number]*

To: *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Contractor of its obligations under the Contract, I/We shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/We will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract in accordance with the Term and Conditions therein.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.

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

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

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

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

Corporate Seal (where appropriate)

Used as an alternative performance security for Contracts whose value falling under Regional Exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance

## Performance Security Form (Bank Guarantee)

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

Date: [insert: date ]

IFT; [insert: name or number of IFT]

Contract:[insert: name or number of Contract]

To: [insert name and address of Purchaser]

Dear Sir or Madam:

**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

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[name of bank or financial institution]

---

[address]

---

[date]

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

# Performance Bond

*[Guarantor letterhead]*

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Supplier has entered into a written Agreement with the Purchaser dated the day of , 20 , for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW, THEREFORE**, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or tenders from qualified Tenderers for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20 .

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

## Bank Guarantee Form for Advance Payment

Date: *[insert date]*  
IFT: *[insert name and number of IFT]*  
Contract: *[insert name and number of Contract]*

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

Dear Sir or Madam

In accordance with the payment provision included in the Special Conditions of Contract (SCC), which amends GCC 23 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]*

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*[address]*

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*[date]*