



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



**REQUEST FOR TENDER**

**TENDER NO.: 88Z1/2024/2025/G/672**

**FOR**

**Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City  
Council**

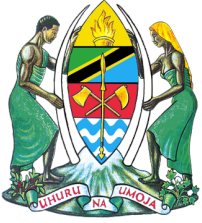
**12/03/2025**

## List of Abbreviations

AO	Accounting Officer
BOT	Bank of Tanzania
Cap	Chapter
CC	Conditions of Contract
FY	Financial Year
GCC	General Conditions of Contract
GPN	General Procurement Notice
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
MAT	Most Advantageous Tender
NCT	National Competitive Tendering
NeST	Tanzania National e-Procurement System
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
STD	Standard Tender Document
SCC	Special Condition of Contract
TDS	Tender Data Sheet
TS	Technical Specifications
TiARB	Tanzania Institute of Arbitration

PART 1 – TENDERING PROCEDURES

**SECTION I: INVITATION FOR TENDERS**



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



**Tender No. 88Z1/2024/2025/G/672**

**FOR**

**Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

12/03/2025

1. This Invitation for Tenders follows the General Procurement Notice for this Project 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 Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council .
3. The DAR ES SALAAM CITY COUNCIL now invites tenders from pre-qualified eligible Tenderers for the supply of Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council .
4. Tendering will be conducted through the National Competitive Tendering method specified in the Public Procurement Regulations.
5. 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 the 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 12:00 PM on 19/03/2025. Tenders will be opened promptly there after 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: INSTRUCTIONS TO TENDERERS (ITT)**

## A. INTRODUCTION

ITT NUMBER	ITT DESCRIPTION	SUB - ITT NUMBER	SUB-ITT DESCRIPTION
1	<b>Scope of Tender and Tendering Method</b>	1.1	<p>The Procuring Entity (PE) indicated in the <b>Tender Data Sheet</b> (TDS) invites tenders for the supply of Goods as specified in the <b>TDS</b> and Section VII - Technical Specification.</p> <p>The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the <b>TDS</b>. The duration of the Contract shall be as specified in the <b>TDS</b>.</p>
		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 <b>ITT 3</b> [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in Section VIII -GeneralCondition of Contract (GCC).
2	<b>Source of Funds</b>	2.1	<p>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>.</p> <p>or</p> <p>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>.</p>
		2.2	Payments will be made directly by the PE (or by 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.	<b>Eligible Tenderers</b>	3.1	The Invitation for Tenders (IFT) is open to all Tenderers except where it is 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>ITT3.5</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 to as JVCA).
		3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the

			event the JVCA 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 JVCA.
		3.3	The appointment of Lead Member in the JVCA 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	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: <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 its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders.</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, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.</li> </ul>
		3.8	A Tenderer may be ineligible if – <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 favors of the Tenderer is</li> </ul>



			<p>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</p> <p>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</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 or ineligible from participating in public procurement for corrupt, coercive, 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; or</p> <p>f) the Tenderer is from ineligible country as specified under Section V [eligible countries] of this 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 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 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	<b>Eligible Goods and Related Services</b>	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 commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, training and initial maintenance.
		4.3	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics

			from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country-of-origin declarations included in the Form of Tender.
		4.6	If so required in the <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	<b>One Tender per Tenderer</b>	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	<b>Cost of Tendering</b>	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	<b>Contents of Tendering Documents</b>	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 [<b>Amendment of Tendering Documents</b>] 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 reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, the said Tendering Documents will take precedence.</p>
		7.3	<p>The PE shall not be responsible for any Tendering Documents and their addenda, if they were not issued by the respective PE directly through 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	<b>Clarification of Tendering Documents</b>	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 the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders].</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.  PE's response shall include a description of the inquiry without identifying its source.</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>

9	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a request for clarification(s) by prospective Tenderers, 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 an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

**C. PREPARATION OF TENDERS**

10	<b>Language of Tender</b>	10.1	<p>The Tender prepared by the 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>.</p> <p>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	<b>Documents and Sample(s) Constituting the Tender</b>	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 <b>ITT14 [Form of Tender], ITT15 [Tender Prices]</b>, and <b>ITT16 [Tender Currencies]</b>;</p> <p><b>b) Sample(s)</b> if requested in the <b>TDS</b>;</p> <p>c) Documentary evidence established in accordance with <b>ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer]</b> 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 <b>ITT13.3(a)</b> 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;</p> <p>e) Documentary evidence established in accordance with <b>ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents]</b> 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><b>f) Tender security or Tender Securing Declaration</b> furnished in accordance with <b>ITT18 [Tender Security or Tender Securing Declaration]</b>;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with <b>ITT20.2 [Format and Signing of Tenders]</b> and</p> <p>h) Any other document, other than the documents under <b>ITT11.1</b></p>
		11.2	<p>(a) Where a sample(s) is required by a PE, the sample shall be:</p> <ul style="list-style-type: none"> <li>(i) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the IFT.</li> <li>(ii) Carriage paid;</li> <li>(iii) Received on, or before, the closing time and date for the submission of tenders and at the address shown in the <b>TDS</b>; and</li> <li>(iv) Evaluated to determine compliance with all characteristics listed in the <b>TDS</b>.</li> </ul> <p>(b) and 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 the specified time; and shall retain the sample(s) of the successful tenderer.</p>

		11.3	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.
		11.4	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.
		11.5	All samples produced from materials belonging to an unsuccessful tenderer which have not been claimed and collected by the tenderer within a period of thirty (30) days from the date of notification of unsuccessful tenderers by the PE shall be the property of the PE and shall be disposed in such a manner as may be directed by the Accounting Officer (AO).
12	<b>Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents</b>	12.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the Contract.
		12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the <b>TDS</b> .
		12.4	The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>TDS</b> following commencement of the use of the goods by the PE.
		12.5	For purposes of the commentary to be furnished pursuant to ITT 12.3(b), the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in the language of the tender. In case any other language than language of the tender is used, the pertinent

			translation into the language of the tender shall be attached to the original version.
13	<b>Documents Establishing Eligibility and Qualification of a Tenderer</b>	13.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, necessary documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
		13.2	Tenderers shall upload documents relating to eligibility during their registration to the system.
		13.3	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].
		13.4	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: 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; 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 Tanzania equipped, and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the CC and/or Technical Specifications on behalf of the Supplier. c) the Tenderer meets each of the qualification criterion specified in Section III [Qualification and Evaluation Criteria].
14	<b>Form of Tender and Price Schedule</b>	14.1	The Tenderer shall fill the Form of Tender and Price schedule as provided and required in the NeST.
15	<b>Tender Prices and Discounts</b>	15.1	The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified in ITT 15.2 to 15.11.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed not to be included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with ITT 15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote discounts and the methodology for their application in the 'Form of Tender' in accordance with ITT 15.9.
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract.
		15.6	Prices indicated on the Price Schedule for goods manufactured from within the United Republic of Tanzania shall be entered in the following manner:

			<p>a) 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:</p> <p>i). on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or</p> <p>ii). on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>b) sales and other taxes which will be payable on the goods if the contract is awarded.</p> <p>c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>TDS</b>.</p> <p>d) the price of other (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.7	<p>Prices indicated on the Price Schedule for goods offered from abroad shall be entered in the following manner</p> <p>a) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Tanzania, as specified in the <b>TDS</b>. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.</p> <p>b) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>TDS</b>.</p> <p>c) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>TDS</b>.</p> <p>d) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination shall be [Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT 15.7 (b) or (c)] if specified in the <b>TDS</b>.</p> <p>e) the price of (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This disaggregation shall be solely for the purpose of facilitation 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: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the <b>TDS</b>.</p> <p>ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and</p> <p>b) For Related Services</p> <p>i)The price of the related services,</p> <p>ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and</p> <p>iii) The total price for the item.</p>
		15.9	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to</p>



			variation on any account, unless otherwise specified in the <b>TDS</b> . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to <b>ITT28</b> [Preliminary Examination of Tenders]. If, however, 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 will not be rejected, but the price adjustment would be treated as zero.
		15.10	If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price discounts for the award of more than one contract shall specify in their Tender the price discounts applicable to each package, or alternatively, to individual contracts within a package.
		15.11	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.
16	<b>Tender Currencies</b>	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings. b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Contract are reasonable and responsive to ITT 16.1.
17	<b>Tender Validity Period</b>	17.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the Tender submission deadline prescribed by the PE, pursuant to <b>ITT22</b> [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the

			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.
		17.3	The Tender Security provided under ITT 18 [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.
		17.4	A Tenderer agreeing to the request will not be required nor permitted to modify its tender but will be required to extend the validity of its Tender Security in compliance with ITT 18 [Tender Security or Tender Securing Declaration] in all respects
		17.5	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.
18	<b>Tender Security or Tender Securing Declaration</b>	18.1	Pursuant to <b>ITT11</b> [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish as part of its tender, a Tender Security 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 <b>V</b> [Tendering Forms].
		18.2	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, pursuant to ITT 18.9.
		18.3	The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>TDS</b> which shall be in any of the following:  a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad 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;  b) a certified banker's cheque.  c) another security if indicated in the <b>TDS</b>
		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section <b>V</b> [Tendering Forms] or another form approved by the PE prior to the Tender submission.
		18.5	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 3.1 [Eligible Tenderers] and ITT 11.2 [Documents and Sample(s) Constituting the Tender]
		18.6	Any Tender not accompanied by a Tender Security or Tender

			Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		18.7	<p>Unsuccessful Tenderers' Tender Security will be released back 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 17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly release the tender security, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(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;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) 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.</p>
		18.8	The successful Tenderer's Tender Security will be released upon the furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
		18.9	<p>In the case of Tender Security, it shall be forfeited if:</p> <p>a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.10	<p>In the case of Tender Securing Declaration, it shall be executed if:</p> <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 ITT17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.11	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 all tenders floated by public bodies during the period of debarment.
19	<b>Alternative Tenders by Tenderers</b>	19.1	<b>Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, ITT19.2 shall prevail.</b>

		19.2	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
		19.3	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 technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20	<b>Format and Signing of Tender</b>	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 names and positions of each signatory as specified in the <b>TDS</b> .
		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	<b>Submission of Tenders</b>	21.1	All tenders shall be submitted through NeST on date and time indicated in TDS. Tenders submitted through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
		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 ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the <b>TDS</b> not later than the date and time specified in the <b>TDS</b> .
22	<b>Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE through NeST not later than the date and time specified in NeST.
		22.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], 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	<b>Late Tenders</b>	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24	<b>Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender may be withdrawn, after the deadline for submission of tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Security or Tender Securing Declaration, pursuant to the ITT18.9 [Tender Security or Tender Securing Declaration].
		24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity including any extension thereof pursuant to ITT 17.2 [Tender Validity Period], shall result in execution of Tender Security or Tender securing declaration pursuant to ITT18.6 [Tender Security or Tender Securing Declaration].
		24.4	Tenderers may only offer discounts to, or otherwise modify the

			prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
--	--	--	--

## E. OPENING AND EVALUATION OF TENDERS

25	<b>Opening of Tenders</b>	25.1	The opening shall be done 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 in the appropriate section of NeST.
26	<b>Confidentiality</b>	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	<b>Clarification of Tenders</b>	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 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 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	<b>Preliminary Evaluation of Tenders</b>	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 ITT 4 [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. The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself.
		28.2	A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, 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  “ <b>Omission</b> ” 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 ITT11 [Documents and Samples Constituting the Tender], ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT13 [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 correction of the non-conformity.
		28.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: a) failure to sign the Tender form 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 or work schedule clearly 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; j) subcontracting in a substantially different amount or



			manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
		28.9	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: a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; **the system should be able to take on board this instruction based on the scope provided in schedule of requirements** b) failure to quote for an item in the package; **the system should be able to take on board this instruction based on the requirements in the schedule of requirements** 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; d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.
29	<b>Technical Evaluation</b>	29.1	The PE shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents], to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders], it shall reject the Tender.
30	<b>Conversion to Single Currency</b>	30.1	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 in Tanzania Shillings at the selling exchange rate established for similar transactions by the BOT twenty-eight (28) days prior to the date specified for opening of tenders.
31	<b>Commercial Evaluation of Tenders</b>	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		31.2	To evaluate a Tender, the PE shall consider the following: a) evaluation will be done for Items or Lots (contracts); and the Tender Price as quoted in accordance with clause 15; b) price adjustment due to discounts offered in accordance with ITT 15.4 [Tender Prices]; c) converting the amount resulting from applying (a) to (b) above, if relevant, to a single currency in accordance with

			ITT 31 [Conversion to Single Currency]; d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and 28.6 [Preliminary Examination of Tenders] e) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		31.3	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.
		31.4	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 [Qualification and Evaluation Criteria]
		31.5	The PE's evaluation of a Tender shall 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.
		31.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 15 [Tender Price]. 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 TDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 31.2
		31.7	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.
32	<b>National Preference</b>	32.1	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 [Qualification and Evaluation Criteria].
		32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].

33	<b>Determination of Lowest Evaluated Tender</b>	33.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.
		33.2	In the case of National, International and Restricted Competitive Tendering on specified fixed budget project, 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.
34	<b>Post-qualification of Tenderer</b>	34.1	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]
		34.2	<p>Where the tender price of the lowest evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(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 raises concerns as to the ability of the tenderer that presented that tender to perform the contract.</p> <p>(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 abnormally low.</p> <p>(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</p> <p>(d) The PE shall not incur any liability solely by rejecting abnormally tender.</p> <p>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.</p>
		34.3	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].
		34.4	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.
		34.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

		34.6	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.
		34.7	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

35	<b>Criteria of Award</b>	35.1	Subject to ITT 33 [Determination of Lowest Evaluated Tender] and ITT 36 [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: a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers]; b) qualified to perform the contract satisfactorily; and c) successful negotiations have been concluded (if any).
		35.2	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.
36	<b>Negotiations</b>	36.1	Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements or specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of tendering; or (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 ITT 34.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering.
		36.2	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 re-open earlier negotiations.
37	<b>PE's Right to Accept any Tender and to Reject or All Tenders</b>	37.1	Notwithstanding ITT 35 [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 award of the contract without thereby incurring any liability to the affected Tenderer(s).
		37.2	Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through NeST.
		37.3	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.
38	<b>PE's Right to Vary Quantities at the Time of Award</b>	38.1	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 Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39	<b>Intention to Award and</b>	39.1	Prior to awarding of the contract, the PE shall issue a notice

	<b>Notification of Award</b>		of intention to award the contract, in the format provided in Section X [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. The condition of such period shall not apply when only one tenderer has responded in competitive tendering or single source, National Shopping or minor value procurement.
		39.2	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 X [Contract Forms- Letter of Acceptance], through NeST, of the award by the PE prior to expiration of the Tender validity period.
		39.3	The notification of award (Letter of Acceptance) will be part of documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
40	<b>Performance Security or Performance Securing Declaration</b>	40.1	Within twenty-eight (28) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		40.2	In the case of Performance Security, it shall be in the form specified in the <b>TDS and SCC</b> , and shall be in any of the following: (a) electronic money transfer, 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) unconditional 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. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
		40.3	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].
		40.4	Failure of the successful Tenderer to comply with the requirement of ITT 40.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
41	<b>Signing of Contract</b>	41.1	Promptly after notification of award, PE shall send the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
		41.2	Within fourteen (14) calendar days after furnishing the

			performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.
		41.3	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 18.7 [Tender Security or Tender Securing Declaration].
42	<b>Advance Payment</b>	42.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the <b>TDS</b> .
		42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) in the form provided in Section X [Contract Forms].
		42.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods.
43	<b>Fraudulent, Corrupt, Coercive or Obstructive Practices</b>	43.1	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: - a) “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; b) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; c) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; d) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act.
		43.2	The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract;
		43.3	A firm will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten (10) years, to be awarded a public 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 contract.
		43.4	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten (10) years to be awarded a public contract in the

			United Republic of Tanzania.
		43.5	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.



## F. REVIEW OF PROCUREMENT DECISIONS

44	<b>Right to Review</b>	44.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
45	<b>Time Limit on Review</b>	45.1	The Tenderer shall submit an application for review within seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
46	<b>Submission of Applications for Review</b>	46.1	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).
		46.2	For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electronically served to the Delegated Accounting Officer and PPRA.
		46.3	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.
		46.4	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
47	<b>Decision by the Accounting Officer (AO) of PE</b>	47.1	The Accounting Officer (AO) of a PE shall, within seven (7) Calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
		47.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority] within seven (7) Calendar 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.
48	<b>Review by the Public Procurement Appeals Authority</b>	48.1	Complaints or disputes which: (a) are not settled within the specified period under ITT 47.1 [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

			<p>pursuant to ITT 39 [Notification of Award], shall be referred to the Public Procurement Appeals Authority (PPAA) within seven (7) Calendar 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 47.1 [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 45.1 [Time Limit on Review]. The address for Appeals to PPAA is as indicated in the <b>TDS</b>:</p>
		48.2	<p>The Appeals Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any</p>
		48.3	<p>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.</p>

## **SECTION III: TENDER DATA SHEET**

## TENDER DATA SHEET

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

### A. Introduction

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
1.	Name of Procuring Entity	1.1 & 2.1	DAR ES SALAAM CITY COUNCIL.
2.	Subject of Procurement	1.1	Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council .
3.	Period for the supply of goods	1.1	7 days.
4.	Commencement date and Contract duration:	1.1	The contract will commence 60 days after contract signing. The Contract duration is 7 days.
5.	Method of procurement	1.2	Tendering will be conducted through National Competitive Tendering.
6.	Financial Year	2.1	2024/2025.
7.	Name of the Project	2.1	Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council .
8.	Financing Institution	2.1 & 2.2	Not Applicable.
9.	Name and Identification number of tender	2.1	Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council . 88Z1/2024/2025/G/672.
10.	Eligible Tenderers	3.1	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 Members	3.2	Not Applicable
12.	Manufacturer's Authorization	4.6	Not Required

## B. Preparation of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
13.	Language of the Tender	10.1	The language of the tender will be English
14.	Samples	11.1(b)	Sample Not Required.
15.	Additional Documents to be Submitted	11.1 (h)	Not Applicable
16.	Submission of Samples	11.2 (a)(iii) & 21.5	Not Applicable.
17.	Characteristics of a Sample	11.2 (a)(iv)	Not Applicable.
18.	Other Procurement Specific Documentation evidencing conformity of the Goods and Related Services	12.3 (c)	POWER OF ATTORNEY.
19.	Spare Parts	12.4	Not Required.
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	<p><b>For goods manufactured from within the United Republic of Tanzania</b></p> <p>The price quoted shall be of Ex-warehouse in The Tanzanian Shilling. Also, the quoted price shall include Value Added Tax.</p> <p>Incidental services: Not Applicable</p>
21.	Price for Goods to be Imported from Abroad	15.7 (a) or 15.7(b) or 17.7(c)	<p><b>For goods to be imported</b></p> <p>The price quoted shall be of FOB and Costs for Port or Place of entry or destination shall be CIF.</p> <p>Incidental Services: Not Applicable</p>
22.	Price for Goods already Imported from Abroad	15.7 (d), (e) (optional) 15.8 (a) (i) & 15.8 (b), (c) (optional)	<p><b>For goods already imported</b></p> <p>The price quoted shall be of Ex-warehouse that includes Excise duties.</p> <p>Incidental Services: Incidental Services for costs of Loading and Off loading.</p>
23.	Fixation of Price	15.9	The prices shall be FIXED.
24.	Fixed Tender Budget		The available budget is TZS APPLICABLE.
25.	Tender validity Period	17.1	

			120 days.
26.	Form of Tender Security, Amount and Currency of Tender Security	18.1 & 18.3	Tender Securing Declaration
27.	Alternative Tenders	19.1	Not Applicable
28.	Alternative Completion Time	19.2	Not Applicable
29.	Technical Alternatives	19.3	Not Applicable
30.	Tender authorization documents	20.2	POWER OF ATTORNEY

### C. Submission of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
31.	Submission of Tenders	21.1	Tender Submission Date: 19/03/2025. Tender Submission Time: 12:00 PM hrs local time.

## D. Contract Award

<b>Ser. No.</b>	<b>Required Information/Data</b>	<b>ITT Clause</b>	<b>Information/Data to be Filled in by the PE</b>
32.	Percentage to increase/ decrease at Time of Award	38	The percentage for quantity increase or decrease is 10 Percent.
33.	Performance Security/Performance Securing Declaration	40.1	Performance Security shall be applicable. The Performance Security shall be in the form of: Performance Security - Bank Guarantee.
34.	Form and Amount of Performance Security	40.2	The Performance Security shall be 10 percent of the agreed contract price.
35.	Advance Payment	42.1	Not Applicable



## E. Review of Procurement Decisions

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
36.	PPAA Address	48.1	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>

## **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	2022-07-01
Litigation History End Year	2024-06-30

##### 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)	60
------------------------	----

#### 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)	120
-------------------------------	-----

##### 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.

##### Tender Securing Declaration (SCORE: N/A)

The tenderer should submit a tender securing declaration as per instructions.

#### 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	200000000
Turnover Start Date	2022-07-01
Turnover End Date	2024-06-30

##### 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)	500000000
---	-----------

## 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	2022-07-01
Current Commitment End Year	2024-06-30

#### 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	SUPPLY OF CAR TRUCKS
Specific Experience Start Year	2022-07-01
Specific Experience End Year	2024-06-30
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	200000000

#### 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	2022-07-01
General experience end date	2024-06-30
Number of contract	3
Contract value in the specified currency	200000000

#### 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).

## 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
-----------------	---

## 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.

## **ELIGIBLE COUNTRIES**

**Tender No. 88Z1/2024/2025/G/672 and Title : Procurement of Hydraulric Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) 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
- (b) 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 VI: SCHEDULE OF REQUIREMENTS**



**1. List of Goods and Related Services**

**Tender No:** 88Z1/2024/2025/G/672

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO. 88Z1/2024/2025/G/672**

**Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

**GFS Code: 31122125 - Heavy Equipment**

<b>S/N</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>
1	Hydraulic Excavator 35 Tons	Unit	1

## 2. Delivery and Completion Schedule

**Tender No:** 88Z1/2024/2025/G/672

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO. 88Z1/2024/2025/G/672**

### **Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

**GFS Code: 31122125 - Heavy Equipment**

<b>S/N</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Site</b>	<b>Delivery Period (Days)</b>
1	Hydraulic Excavator 35 Tons	1	Pugu Dump site -Dar es salaam City Council	30

### 3. Technical Specifications

LOT NO. 88Z1/2024/2025/G/672

## Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council

GFS Code: 31122125 - Heavy Equipment

### Hydraulic Excavator 35 Tons

Technical Requirements	Description
1.0 GENERAL	The Hydraulic Excavator Shall be brand new, not less than 48 Months from date of manufacture and incorporating technological development
2.1 Truck Widht	2800-4000mm
2.2 Truck Length	4000-5000mm
2.3 Ground Clearance	Not less than 400mm
2.4 Cab Height	3000 -3800mm
2.5 Truck Gauge	2000 -2600mm
2.6 Digging Depth	6000 -7200mm
2.7 Cutting Height	9000 -10300mm
2.8 Loading Height	6000- 7000mm
2.9 Minimum Loading Height	Not less than 2000mm
2.10 Bucket Capacity	1.60 - 2.0m <sup>3</sup> (Cubic Meter)
2.11 Operating Weight	Not less than 30000Kg
2.12 Shipping Height	Not more than 3500mm
2.13 Shippng Length (with Bucket)	Not more than 12000mm
3.0 ENGINE	Diesel Engine, 4-strokes, Turbo charged, with displacement not less than 8.0L, Water cooled developing not less than 320 HP (240KW), Automatic engine speed control
4.0 ELECTRICAL	Heavy duty batteries, All electric circuits shall be protected by re-settable circuit breakers or fuses, Alternator; Brushless, Alarm/ Warning horn
5.0 DRIVE	Planetary powers shift transmission with two speed travel. Variable shift control to be provided to match various machine applications.
6.0 UBDER CARRIAGE	To include but not limited to grease lubricanted track GLT2, Resin seal, Idler and center section track guiding
7.0 BRAKE SYSTEM	Meet criterion ISO 10265:2008. Automatic swing brake
8.0 SERVICE REFILL CAPACITIES	i. Fuel tank not less than 600L with a lockable cap ii. Hydraulic oil tank not less than 300L. iii Cooling system not less than 35L iv Engine oil not less than 20L
9.0 HYDRAULICS	Hydraulic system with variable displacement pumps for a minimum of flow not less than 200L/min. Auxilliary valve sectio shall be

	<p>standard. Pilot operated controls for the boom, stic, bucket, swing and travel.</p> <p>Externally hydraulic oil cooler. Hydraulic reservoir sight gauge level indicator</p>
10. DRIVING PLACE	<p>Airconditioner Cab. Total view, easy access and lateral type levers, seat with adjustable dumping displacement and height control, adjustable armrest, interior lighting, neutral lever (lock out) for all controls</p>
11.0 OTHER FEATURES	<p>Seat belt, Flashing beacon and work lights, Reverse beepers, roads light and interlocking seat belt. AM/FM radio with auxiliary in [port for MP3/USB, Antenna and 2 speakers, One cab window that can also be an emergrncy exit. Windshield wiper with washer. FOGS (Falling object -guiding structure), both on Guard</p>

#### **4. Drawings**

**Tender Number:** 88Z1/2024/2025/G/672

**LOT NO.** 88Z1/2024/2025/G/672

**Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

#### **31122125 Heavy Equipment**

Attachment is not Applicable for this item.

**5. Inspections and Tests**

**Tender Number:** 88Z1/2024/2025/G/672

**LOT NO.** 88Z1/2024/2025/G/672

**Procurement of Hydraulic Excavator Machine 35 Tons for Damp site Operations at Dar es salaam City Council**

**GFS Code:** 31122125 - Heavy Equipment

**Hydraulic Excavator 35 Tons**

This item does not require inspections

**PART 3 - CONDITION OF CONTRACT AND CONTRACT FORMS**

**SECTION VIII: GENERAL CONDITIONS OF CONTRACT**



## GENERAL CONDITIONS OF CONTRACT

GCC Description	GCC Sub- Clause	GCC Sub Clause Description
1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> <p>b) "<b>The Contract</b>" means the agreement entered into between the Purchaser (PE) 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>c) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b></p> <p>d) "<b>Completion</b>" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract as specified in the <b>SCC</b></p> <p>e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract</p> <p>f) <b>Days</b> are calendar days</p> <p>g) "<b>Defective Goods</b>" are goods that are below standards, requirements or specifications stated by the Contract.</p> <p>h) "<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>i) "<b>Effective Contract date</b>" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>j) "<b>Eligible Country</b>" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>k) "<b>End User</b>" means the organization(s) where the goods will be used, as <b>named in the SCC</b>.</p> <p>l) "<b>Force Majeure</b>" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>m) "<b>GCC</b>" means the General Conditions of Contract contained in this section.</p>

		<p>n) The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b></p> <p>o) "<b>The Purchaser</b>" means the Procuring Entity purchasing the Goods and related service as named in the <b>SCC</b></p> <p>p) "<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>q) "<b>The Project Name</b>" means the name of the project stated in <b>SCC</b>.</p> <p>r) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>s) "<b>SCC</b>" means the Special Conditions of Contract.</p> <p>t) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>u) The "<b>Supplier</b>" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>v) The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Purchaser, as included in the contract.</p> <p>w) "<b>Base Date</b>" means the date 30 days prior to the latest date for submission of the Tender.</p> <p>x) The <b>Project Manager</b> is the person (or any other competent person appointed by the Purchaser 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	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	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.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Letter of Acceptance</li> <li>(3) Special Conditions of Contract,</li> <li>(4) General Conditions of Contract,</li> <li>(5) Specifications</li> <li>(6) Drawings if any</li> <li>(7) Completed Schedules (including Price Schedules), and</li> <li>(8) Any other document listed in the <b>SCC</b> as forming part of the Contract. (Such as Minutes of Negotiations if any shown as Appendices: Appendix 1 - Appendix nth)</li> </ul>
3. Conditions 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 SCC 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 waved 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 as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in <b>SCC</b> . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.

5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania.
6. Country of Origin	6.1	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 as 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. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration 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 SCC.
	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. Nevertheless, before discharge of the same, the performance security will be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in

		accordance with GCC 18.2, 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 the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11. Inspections and Test	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. The Purchaser's additional requirement for test is as indicated in <b>SCC</b> .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
	11.4	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the United Republic of Tanzania shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this 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 <b>SCC</b> , 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. Upon shipment, the Supplier

		<p>shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including the contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.</p> <p>(a) <b>For goods from Abroad</b> the Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading;</li> <li>(iii) One original plus four copies of the packing list identifying the contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of the country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate; or</li> <li>(viii) Any other additional shipping details of goods from abroad and/or other documents <b>specified in SCC</b> to be furnished by the Supplier</li> </ul> <p>The above documents shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	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 as specified in the SCC.
	13.3	Documents to be submitted by the Supplier <b>for goods delivered from Tanzania</b> includes Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report. Any other if specified in SCC.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured. The minimum proposed insurance shall be equal to 110 percent or in any number above that specified in <b>SCC</b> based on CIF or CIP value of the Goods from warehouse to warehouse on all risks in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery of goods. Unless otherwise stated in the <b>SCC</b> list of other insurance (if applicable) are specified by the Procuring Entity.
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 Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
		b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	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	The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts to assure ex-stock supply of consumable spares for the Goods to be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit for goods manufactured or distributed by the supplier as specified in <b>SCC</b> .
		a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b) In the event of termination of production of the spare parts:
		i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
	.	
18. Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the

		United Republic of Tanzania.
	18.2	<p>This warranty shall remain valid for a period specified in the <b>SCC</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees.</p> <p>The rate of these liquidated damages shall be specified in <b>SCC</b> of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
	18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
19. Payment	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Payment for Goods supplied from abroad:</b></p> <p>Payment of the foreign currency portion shall be made for:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 upon submission of a claim and a bank guarantee for an equivalent amount valid until the Goods are delivered and, in the form, acceptable to the Purchaser.</p> <p>(ii) On Shipment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 for the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank of its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 based on receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>



		Payment of local currency portion shall be made within period stated in GCC19.3 based on 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 as specified in SCC.
	19.1	<p><b>(b) Payment of Goods from Within Tanzania</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 against bank guarantee for the equivalent amount in the form provided for Advance Payment Guarantee or any other form acceptable to the Purchaser.</p> <p>(ii) On Delivery: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
	19.2	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 fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Purchaser, within twenty-eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	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.
	20.2	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 SCC or in the Purchaser's request for Tender validity extension, as the case may be.
	20.3	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 the formula shown by GCC 20.4.
	20.4	<p><b>Price Adjustment Formula</b></p> <p>If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:</p>

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:

$$P1 = P0 [a + bL_1/L_0 + cM_1/M_0] - P0$$

Whereby  $a+b+c = 1$

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 generally in the range of five (5) to fifteen (15) percent.

$b$  = estimated percentage of labor component in the contract price.

$c$  = estimated percentage of the material component in the Contract Price.

$L_0, L_1$  = \*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

$M_0, M_1$  = \*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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:

$a$  = [insert value of coefficient]

$b$  = [insert value of coefficient]

$c$  = [insert value of coefficient]

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment shall be the the mid-point of the period of manufacture.

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(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.

(b) If the currency in which the Contract Price  $P_0$  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. The correction factor shall be  $Z_0/Z_1$ , where

$Z_0$  = 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 Base Date; and

$Z_1$  = 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.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b) The method of shipment or packing;
		c) The place of delivery; and/or
		d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.  Any claims by the Supplier for adjustment under this clause must be asserted within thirty(30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	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.
25. Delays in the Supplier's Performance	25.1	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.
	25.2	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.
	25.3	Except as provided under GCC 28 [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 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28 [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

		<p>the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the</p>
		Purchaser may consider termination of the Contract pursuant to this Clause.
27. Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or
		b) the Supplier fails to perform any other obligation(s) under the Contract;
		c) The supplier has abandoned or repudiated the contract.
		d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment;
		f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
		g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	27.3	For the purpose of this clause:
"corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;		
"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;		
"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;		
	"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;	
27.4	In the event the Purchaser terminates the Contract in whole or in part, pursuant	

		to GCC Clause 27.1, 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.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a prompt Notice to the other Party giving full particulars of the event and circumstance of Force Majeure 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 or in electronic forms that provide record of the content of communication, 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.
29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	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. Any unsolved dispute may be referred by either party to arbitration
	31.2	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. 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.
	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
33. Notices	33.1	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. Details of the Supplier Address will be available in the Contract Finalization Information Section in the Contract Agreement.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION IX: SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(a)	TIArb.
2.	Commencement Period	1.1(c)	60 days after signing the contract.
3.	Completion period	1.1(d)	60 days.
4.	Intended Delivery Date	1.1(n)	11/06/2025.
5.	Name of Purchaser	1.1(k &o)	DAR ES SALAAM CITY COUNCIL P.O BOX 20950
6.	Project Name	1.1(q)	Procurement Of Hydraulric Excavator Machine 35 Tons For Damp Site Operations At Dar Es Salaam City Council.
7.	End User Name End User Address	1.1(k)	DAR ES SALAAM CITY COUNCIL P.O.BOX 20950.
8.	Other Documents Forming the Contract	2.3	Additional documents forming part of the contract: DELIVERY NOTE AND TAX INVOICE.
9.	Conditions Precedent	3.1	TIMELY DELIVERY
10.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent shall be 60 days from the date of signing the contract.
11.	Applicable Laws	5.1	THE LAWS OF TANZANIA.
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security - Bank Guarantee shall be applicable. The amount of Performance Security shall be 10 percent.
13.	Reduction of Amount of Performance Security	10.3	The performance security will be discharged: 10 percent of the Contract Amount.
14.	Required Inspections and Tests	11.1	Not Applicable
15.	Additional Packing Requirements of Goods	12.2	Not Applicable.
16.	Delivery Documents of Goods from Abroad	13.1	(a) For Goods supplied from abroad: Additional Shipping requirements are Not Applicable
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): Incoterms 2020.
18.	Delivery Documents of Goods from Tanzania	13.3	For Goods from within the United Republic of Tanzania: Additional Delivery Documents are: Not Applicable
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 Percent of Contract Amount.



20.	Incidental Services	16.1	Additional Incidental services to be provided are: For goods manufactured in Tanzania are Not Applicable  For goods to be Imported are Not Applicable
21.	Spare Parts	17.1	Not Required.
22.	Warranty Period	18.2	12 months from date of acceptance of the Goods
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: 45 days.
24.	Payment of Goods from Abroad	19.1	<b>Payment for Goods supplied from abroad:</b> (i) <b>Advance Payment:</b> 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 Procuring Entity. (ii) <b>On Shipment</b> 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 Clause 13.1. (iii) <b>On Acceptance:</b> 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 Procuring Entity. Payment of local currency portion shall be made in 100 percent within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
25.	Payment of Goods from Within Tanzania	19.1	<b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b> Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) <b>Advance Payment:</b> 0 percent of the contract price, shall be made within thirty (30) days from the day of signing the contract, submission of a claim, and advance payment security for the equivalent amount in the form provided for in the tendering documents or another form acceptable by the Procuring Entity, valid until the goods are delivered, received and accepted. (ii) <b>On Delivery:</b> 0 percent of the Contract Price shall be paid within twenty-eight (28) days from the day of receipt of goods, submission of claim and upon fulfillment of the documents specified in GCC 13.3. (iii) <b>On Acceptance:</b> The remaining 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 Procuring Entity.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be 0 percent.
27.	Currencies of Payment	19.4 & 19.5	The Tanzanian Shilling.

28.	Price Adjustment	20.2	Not Applicable
29.	Liquidated Damages	26.1	The Liquidated Damage shall be 0.1 percent. The maximum deduction is equal to the performance security.
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	The arbitration Institution will be TIArb and the place for arbitration is DAR ES SALAAM, TANZANIA.
31.	Addresses for Issuing Notices: Purchaser	33.1	The DAR ES SALAAM CITY COUNCIL of P.O BOX 20950.

## **CONTRACT FORMS**

This Section contains forms that, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after the contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract

LETTER HEAD

***NOTICE OF INTENTION TO AWARD A CONTRACT***

Ref: [REFERENCE NUMBER]/[FOLIO] [NOTICE OF INTENTION DATE]

[SUPPLIER'S NAME AND ADDRESS]

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT FOR TENDER NUMBER [TENDER NUMBER] FOR [TENDER DESCRIPTION]**

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of the Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s [NAME OF LOWEST EVALUATED TENDERER] for a contract price of [CONTRACT AMOUNT] for a completion period/delivery period of [COMPLETION OR DELIVERY DURATION].

Your tender was not considered for the award of the contract due to [REASONS FOR NON-RESPONSIVENESS]

Be informed that, you have five (5) calendar days from the date of this letter, within which to submit for administrative review any complaints you may have regarding this award decision and/or circumstances surrounding the responsiveness of your tender. The complaints must be in writing, clearly identifying the tender in question, detailing the ground(s) of the complaint, and should be submitted to [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 OF SIGNATORY]  
[TITLE OF ACCOUNTING OFFICER]  
[PE NAME]

LETTER HEAD

*LETTER OF ACCEPTANCE*

[NOTIFICATION DATE]

[SUPPLIER'S NAME AND ADDRESS]

**RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [TENDER NUMBER] FOR [TENDER DESCRIPTION]**

This is to notify you that, your tender dated [TENDER DATE] for the execution of contract number [CONTRACT NUMBER] for [CONTRACT DESCRIPTION] for the accepted contract amount of [CONTRACT AMOUNT], as modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the [PERFORMANCE SECURITY TYPE] within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in the Tendering Document under Section with Contract Forms.

[AUTHORIZED SIGNATURE]

[NAME OF SIGNATORY]

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

**Attachment: Draft Contract**

Cc: PPRA

CAG

Office of Attorney General

GAMD

IAG

TRA

Adjudicator's Appointing Authority (*where applicable*).

**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) Form of Tender
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications
  - (g) Completed Schedules (including Price Schedules), and
  - (h) [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:

<p><b>THE PURCHASER</b></p> <p>Name: ..... (Authorized Representative)</p> <p>Designation: .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p>WITNESS</p>	<p><b>THE SUPPLIER</b></p> <p>Name: .....</p> <p>(Authorized Representative):</p> <p>Designation: .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p>WITNESS</p> <p>Name: .....</p>
--	--

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 Supplier 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.

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)



Performance Security Form  
Bank Guarantee

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

To: [name of Purchaser]

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

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

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

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

Signature and seal of the Guarantors

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

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

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

Performance Security  
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 Oblige (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

## Advance Payment Security

[name of Purchaser]

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends CC 19 to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

[address]

---

[date]