|  |  |
| --- | --- |
|  | ppra_log**THE UNITED REPUBLIC OF TANZANIA****MINISTRY OF FINANCE AND PLANNING****PUBLIC PROCUREMENT REGULATORY AUTHORITY****Template for Preparation of a Tender Document**forSupply and Installation of Plant and Equipment –National and International Competitive TenderingPublic Procurement Regulatory AuthorityKambarage Tower, 9th Floor, PSPF Road,P.O. Box 2865, 41104 Dodoma,TANZANIAFebruary, 2022 |

# **Preface**

Procurement for Supply and Installation of Plant and Equipment by public bodies is carried out in accordance with policies and procedures laid down in the Public Procurement Act, Cap 410.

This Template for Preparation of Tender Document for Supply and Installation of Plant and Equipment has been prepared to guide Procuring Entities (PEs) in the preparation of Tender Document for Supply and Installation of Plant and Equipment through National and International Competitive Tendering procedures.

The template has been prepared in accordance with the provisions of the Standard Tender Document for Procurement of Supply and Installation of Plant and Equipment through National and International Competitive Tendering procedures issued by the Public Procurement Regulatory Authority.

To obtain further information on procurement under public financed projects, contact:

Chief Executive Officer

Public Procurement Regulatory Authority

P.O. Box 2865,

Dodoma.

**Tel.:** +255 26 2963854

**e-mail:** **ceo@ppra.go.tz**

Link to Website: <http://www.ppra.go.tz>

**List of Abbreviations**

ADC Attorney General Chamber

Cap Chapter

ES Environmental and Social

FY Financial Year

GCC General Conditions of Contract

ICT International Competitive Tendering

IFT Invitation for Tenders

ITT Instruction to Tenderers

JV Joint Venture

JVCA Joint Venture, Consortium, or Association

NCT National Competitive Tendering

PE Procuring Entity

PPAA Public Procurement Appeals Authority

PPRA Public Procurement Regulatory Authority

SCC Special Conditions of Contract

SEA Sexual Exploitation and Abuse

SH Sexual Harassment

STD Standard Tender Document

TDS Tender Data Sheet

TANePS Tanzania National e-Procurement System

# **Guidance Notes on the Use of this Template for Preparation of a Tender Document for Supply and Installation of Information Systems**

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist a Procuring Entity (PE) in the preparation of a Tender Document for Procurement of Supply and Installation of Plant and Equipment as defined in the Public Procurement Act and Regulations. The PE should also refer to the Public Procurement Act Cap. 410.

The STD for which this Template has been prepared applies apply either when a prequalification process has taken place before Tendering or when a prequalification process has not taken place before Tendering (provided alternative documents should be selected as applicable).

The Tender Document for Procurement of Supply and Installation of Plant and Equipment to be issued to Tenderers shall consist of three parts with Ten (10) Sections. The Tender Document, when properly completed will provide all the information that a Tenderer needs in order to prepare and submit a tender. This should provide a sound basis on which a PE can fairly, transparently and accurately carry out an evaluation process on the Tenders submitted by the Tenderers.

# The following briefly describes the Sections of the Tender Document of which the PE is expected to issue to Tenderers for a particular Tender Document for Procurement of Supply and Installation of Information Systems.

### PART 1 – TENDERING PROCEDURES

**Section I. Invitation for Tender**

This Section provides relevant information that enables potential tenderers to decide whether or not to participate in the Tender process. The Invitation for Tenders (IFT) shall include, specific details such as the name of the PE, scope of service to be provided and deadline for tender submission. Likewise, information on how the Tendering documents are to be obtained by prospective tenderers and the minimum level of experience required by tenderers to be eligible should be furnished in the IFT. The final document should contain neither blank spaces nor options. The Invitation for tenders will cease to have effect once a prospective tenderer has accessed the tendering document.

**Section II Instructions to Tenderers (ITT)**

This section provides information to help tenderers to prepare responsive tenders. It provides information on constituent of the Tender document, preparation and submission of tenders, opening and evaluation of tenders, the award of contract and on submitting complaints regarding the Tender process. **The Section contains provisions that are to be used without modification.** The Instructions to Tenderers will not be part of the Contract and will cease to have effect once the Contract is signed.

*The section contains provisions that are to be used without modification. PEs are not expected to reproduce this Section, instead Tenderers will be asked to refer to this Section in the Standard Tender Document for Procurement of Supply and Installation of Information Systems.*

**Section III. Tender Data Sheet (TDS)**

This Section includes provisions that are specific to each procurement and that supplement Section II, (Instructions to Tenderers). Amendments, if any, to the **ITT** should be made through the **TDS**. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the **TDS** should be filled out by the PE prior to issuance of the Tendering documents **No entry should be made in the TDS if it is not cross referenced in the ITT.**

**Section IV (a). Qualification and Evaluation Criteria** *(Following Pre-Qualification)*

This Section specifies the criteria to determine the lowest evaluated Tender and to ascertain the continued qualification of the Tenderer to perform the contract.

**Section IV (b). Qualification and Evaluation Criteria** *(alternative Section IV to be used when Prequalification has not taken place before Tendering)*

This Section includes the criteria to determine the lowest evaluated Tender and the qualifications of the Tenderer to perform the contract.

**Section V: Tendering Forms**

This Section includes the forms which are to be completed and submitted by the Tenderer as part of its tender. This section also contains the undertaking to be made by each Tenderer on anti-bribery policy/code of conduct and compliance programme.

**Section VI. Eligible Countries**

This Section contains information regarding eligible countries.

### PART 2 – PROCURING ENTITY’S REQUIREMENTS

**Section VII. Schedule of Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured. The Procuring Entity’s Requirements may also include the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) which are to be satisfied by the Contractor in supplying and installing the procured plant and equipment.

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

**Section VIII. General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied to all contracts. The General Conditions of Contract (GCC) form a complete document expressing all the rights and obligations of the parties during the execution of the contract. **The text of the clauses in this Section shall not be modified.**

*The section contains provisions that are to be used without modification. PEs are not expected to reproduce this Section, instead Tenderers will be asked to refer to this Section in the Standard Tender Document for Procurement of Supply and Installation of Information Systems*

Section IX. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the GCC. All italicized spaces **in the SCC** should be filled out by the PE prior to issuance of the tendering documents. **No entry should be made in the SCC if it is not cross referenced in the GCC.**

**Section X: Contract Forms**

This Section contains forms which, 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 the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

*The section contains forms that are to be used without modification. PEs are not expected to reproduce this Section, instead Tenderers will be asked to refer to this Section in the Standard Tender Document for Procurement of Supply and Installation of Information Systems.*

# **Part 1 – Tendering Procedures**

### SECTION I: INVITATION FOR TENDERS

**[*Insert Name of Procuring Entity (PE)*]**

**[*Insert logo*]**

**Tender No. [***Insert tender No***.]**

**for**

**[*Insert title or brief description of the goods and services*]**

Invitation for Tenders

Date: [*insert date*]

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the Tanzania National Electronic Procurement System (TANePS) dated [*insert dates of publication of GPN*]
2. The Government of the United of Tanzania has set aside funds for the operation of the [*insert the name of the PE]* during the financial year [*insert the year under financing*]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the [*insert the name of the contract*]

or

 The [*insert name of PE*] received/has applied for/intends to apply for a [*loan/credit /grant*] from the [*name of financing institution*] towards the cost of [*insert name of project],* and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for [*insert name of the contract*].

1. The [*Insert the name of the PE*] now invites tenders from eligible *[insert national if exclusive preference is applicable]* contractors registered or capable of being registered in *[Insert Classes of contractors]* for carrying out the [*insert brief description of the goods supplied and installed]*.

*Or if prequalification has been conducted use the version below*.

### The *[insert name of the PE]* now invites tenders from prequalified eligible Tenderers for the supply and installation of [*insert brief description of the goods supplied and installed*]

1. Tendering will be conducted through the [*insert method of procurement*] specified in the Public Procurement Regulations, Government Notice No.446 of 2013 as amended in 2016 and is open to all Tenderers as defined in the Regulations unless otherwise stated in the Tender Data Sheet (**TDS**).
2. Interested eligible Tenders may obtain further information from and inspect the tendering documents through TANePS. A complete set of tendering document in [*insert language of the tender documents*] may be accessed through TANePS.
3. Tenderers are required to register on the TANePS and pay tender participation fee indicated in the TANePS to able to participate in this tendering process.
4. All tenders must be accompanied by a Tender Security [*if Tender Security is required*] in an acceptable form in the amount of [*insert the amount in local currency*] or freely convertible currencies in case of foreign Tenderers.

OR

All Tenders must be accompanied by a Tender securing declaration in the format provided in the tendering documents unless otherwise stated in the **TDS**.

1. All tenders must be properly filled in and submitted through TANePS at or before *[insert time and date]* Tenders will be opened promptly thereafter through TANePS
2. Tenders not received through TANePS shall not be accepted for evaluation irrespective of the circumstances. Opening details will be available to the public through TANePS

**[***Insert the title of the Accounting Officer and address of the PE***]**

###

### SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

Instruction to Tenderers to be used for this Tender shall be the Instructions to Tenderers (ITT) for the Standard Tender Document for Procurement of Supply and Installation of Plant and Equipment prepared by the Public Procurement Regulatory Authority available on PPRA’s Website [www.ppra.go.tz](http://www.ppra.go.tz)

### SECTION III: TENDER DATA SHEET

The following tender-specific data for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Tenderers (**ITT**). Whenever there is a conflict, the provisions herein shall prevail over those in the **ITT**. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers***

| **TDS No.** | **Required information/Data** | **ITT Clause** | **Information/Data to filled by PE** |
| --- | --- | --- | --- |
| **A: INTRODUCTION** |
| **1.**  | Name of the PE and Identification of tender | **ITT 1.1& 2.1** | Name of the Procuring Entity (PE) [*insert name of the PE and identification tender number]* |
| **2.** | Subject of Procurement | **ITT 1.1 & 2.1** | The subject of procurement is: [*describe the goods to be procured and installed and the location where the goods are to be provided*] |
| **3.** | Period of Supply of Goods | **ITT1.1** | [insert*: expected delivery period / duration of which this Contract is intended to be*] |
| **4.** | Commencement Date and contract duration | **ITT1.2** | [*Insert the date immediately or number of days after signing the contract]*[Insert: Contract duration] |
| **5.** | Method of Procurement  | **1.2** | *[Insert the method of procurement]* |
| **6.** | Financial Year | **ITT2.1** | Financial year for the operations of the PE: [*insert: year*] |
| **7.** | Financing Institution | **ITT2.2** | Name of Financing Institution [*insert name if any]* |
| **8.** | Project Description  | **2.1** | *[insert description of the Project]* |
| **9.** | Loan/Credit Number | **ITT 2.1** | Loan/Credit Number is ……………… |
| **10.** | Invitation to tender | **ITT 3.1** | *[Insert the tender invitation date]* |
| **11.** | Members of the JVCA | **ITT3.1& ITT 3.2** | Joint Venture “is “or “not” applicable [*insert “NO” or “YES”*] Maximum number of members in the **JVCA** shall be: [insert a number] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| **12.** | Non-Eligible Countries | **ITT4.1** | Ineligible country(ies) is or are [*List*] |
| **13.** | Manufacturer Authorization | **ITT4.5** | Demonstration of authorization by manufacturer [*required or not required]* |
| **14.** | Site Visit and Pre-Tender Meeting | **ITT7.4** | Place [*insert place*] Venue [*insert venue*] Time [*insert time] and date* for the site visit and Pre-Tender Meeting. |
| **15.** | Transmission of Minutes of Pre-Tender Meeting | **ITT7.5** | The minutes of the pre-tender meeting will be transmitted within [*insert number*] days |
| **C: PREPARATION OF TENDERS** |
| **16.** | Language of the Tender | **ITT11.1** | Language of tender is *(insert language)* |
| **17.** | Additional Information/ Documents to be Submitted with the Tender | **ITT12.1(g)** | In addition to the documents stated in **ITT**12.1(a)-(f), the following documents must be included with the Tender [*insert: list of documents*]**Code of Conduct for Contractor’s Personnel (ES)** The Tenderer shall submit its Code of Conduct that will apply to the Contractor’s Personnel (as defined in **GCC** Sub- Clause 1) employed for the execution of Installation Services (defined in **GCC** Sub- Clause 1) at the Site (or other places in the country where the Site is located),to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Tenderer shall use for this purpose the Code of Conduct form provided in Section V. No substantial modifications shall be made to this form, except that the Tenderer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks**The Tenderer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: ***[Note:*** *insert name of any specific plan and risk/s informed by the relevant environmental and social assessment];**[e.g., Sexual Exploitation, and Abuse (SEA)prevention and response action plan];* |
| **18.** | Other Procurement Specific Documentation Required | **ITT13.3(c)** | *List of any other procurement specific documentation required*  |
| **19.** | Period of provision of Spare Parts | **ITT13.4** | Spare parts required for *[number]* of years of operation. |
| **20.** | Destination for Goods from Abroad | **ITT 16.5(a)** | Named place of destination is:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **21.** | Final Destination of Goods /Service | **ITT 16.5(d)** | Named place of final destination is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **22.** | Fixed Price | **ITT 16.7** | The price shall be *fixed/ not fixed**[Delete the inapplicable option.]* |
| **23.** | Adjustable Price | **ITT 16.9** | The price shall be *adjustable/ not adjustable**[Delete the inapplicable option.]* |
| **24.** | Currencies for Goods to be Supplied within Tanzania | * 1. **ITT 17.1(b)**
 | * 1. *[If the Tenderer is permitted to use foreign currencies for pricing and payment for goods from within the United Republic of Tanzania, state the following:]*

**ITT** 17.1 (b) is not applicable. Instead, the choice of currencies in **ITT** 17.1 (a) shall apply to all goods. |
| **25.** | Currencies for Transportation, Insurance and other Services Incidental to Delivery of Goods | **ITT 17.1(c)** | *[If the Tenderer is permitted to use foreign currencies for pricing and payment of the services referred to in* ***ITT*** *16.1 (c), state the following:]***ITT** 17.1 (c) is not applicable. Instead, the choice of currencies in **ITT** 17.1 (a) shall apply to all services referred to in **ITT** 17.1 (c). |
| **26.** | Source of Exchange Rate | **ITT 17.2** | The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on [*insert date 28 days before tender opening*] |
| **27.** | Tender Validity Period | **ITT 18.1** | The tender validity period shall be [*insert number] days*. |
| **28.** | Form of Tender Security | **ITT 19.1** | The Tender Securing Declaration is applicableOr The amount of Tender Security shall be [insert amount in local currency] or an equivalent amount in a freely-convertible currency.Delete whichever is not applicable. |
| **29.** | Other Forms of Security | **ITT 19.3(c)** | Other forms of security are………. [*insert other forms if required]* |
| **30.** | Alternative Tenders | **ITT 20.1** | Alternative tender to the requirements of the tendering documents [*insert "will' “or "will not*] *as appropriate*]be permitted with respect to [*describe the alternatives to be permitted, or delete, as appropriate*] |
| **31.** | Alternative Completion Time | **ITT 20.5** | Alternative completion time to the requirements of the tendering documents [*insert "will' “or "will not*]' *as appropriate*]be permitted |
| **32.** | Alternative Technical solutions | **ITT 20.6** | Alternative technical solutions to the requirements of the tendering documents [*insert "will' “or "will not*] *as appropriate*]be permitted with respect to [*describe the alternatives to be permitted, or delete, as appropriate* |
| **33.** | Tender Authorization documents | **ITT 21.2** | Authorization document (s)shall be *dully notarized* **Power of Attorney** in form provided in Section V[ Tendering Forms] and/or *list* other acceptable confirmation of authorizations document(s) (if any) |
| **D: SUBMISSION OF TENDERS** |
| **34** | Clarification of tenders | **ITT 28.2** | [Indicate means through which the Tenderer(s) shall respond to request for clarification during evaluation of tenders |
| **E: OPENING AND EVALUATION TENDERS** |
| **35.**  | Clarification of Tenders | ITT 28.2 & 28.3 | Email address for tenderers to communicate with the PE *[insert email address or insert “Not Applicable”*] |
|  | National and Exclusive Preference | **ITT 33.1** | a) Margin of Preference to apply.**or**Margin of Preference not applicable.b) If a Margin of Preference applies, the application methodology shall be as shown in Section IV- Qualification and Evaluation Criteria*[Delete the non-applicable option.]* |
| **36.**  | Post-Qualification | **ITT 35.1** | Post - qualification will *[insert “be undertaken” or “not be undertaken”]* |
| **F: CONTRACT AWARD** |
| **37.**  | Percentage for Increase and Decrease of Quantities | **ITT 39.1** | Percentage for quantity increase or decrease is [*insert percentage*].[***This should not exceed 15%****]* |
| **38.**  | Performance Security | **ITT 19.10 (c), 19.11 (b)& ITT 41.1** | Amount of performance security *[Performance security amount shall normally between ten percent (10%) and fifteen percent (15%) of the contract price.]* |
| **39** | Environmental and Social Performance Security | **ITT 41.2** | *Delete this provision if ES Performance Security is not required]*.The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of [*insert % figure(s) normally 1% to 3%*] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. *[Note: The ES Performance Security shall normally be required where ES risks are high. Both ES Security and Performance Security Shall not exceed 10 Percent]* |
| **40.**  | Advance Payment | **ITT43.1** | The Advance Payment shall be limited to [*insert: percent of the Contract Price*]. |
| **41.**  | Appointment of Members of Dispute Avoidance and Resolution Board | **ITT 44.1** | The proposed Sole Member of DARB for the project is: *[Insert name of the proposed member]**OR* The PE proposes the following to be members of the Dispute Avoidance and Resolution Board1……………….2………………3………………..The proposed Appointing Authority for the appointment of Dispute Avoidance and Resolution Board is (*insert the appointing Authority)* |
| **G. Review of Procurement Decisions** |
| **42.** | Address to Submit Copy of Complaints | **ITT48.1** | The address to submit copies of complaints:The Chief Executive Officer,Public Procurement Regulatory AuthorityPSPF Dodoma Plaza, 9th Floor,Jakaya Kikwete Road,P.O. Box 2865,Dodoma, TANZANIA.Tel: +255 26 2963854E-mail: ceo@ppra.go.tzWeb: [www.ppra.go.tz](http://www.ppra.go.tz) |
| **43** | Address to Submit Appeal to PPAA | **ITT50.2** | The address for Appeal to PPAA:**The Executive Secretary,Public Procurement Appeals Authority,Ministry of Finance and Planning,****1 Madaraka Street,P.O. Box 9310,11468 Dar es Salaam.****Telephone +255 22 2120451 Mobile:+255743505505****Fax + 255 022 2120460****Email:**info@ppaa.go.tz**or**es@ppaa.go.tz**Website** [www.ppaa.go.tz](http://www.ppaa.go.tz) |

|  |
| --- |
| SECTION IV (A). QUALIFICATION AND EVALUATIONCRITERIA (FOLLOWING PRE-QUALIFICATION) |

This Section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with ITT29,**ITT**32, ITT 33 and **ITT** 34, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section V, Tendering Forms.

* + - 1. Margin of Preference

For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:

**a) Group A**: Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:

(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and

(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.

b) **Group B:** All other Tenders offering goods from within the United Republic of Tanzania.

c) **Group C:** Tenders offering goods from overseas which are to be directly imported

All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported goods offered in each Group C Tender, for the purpose of this further comparison only:

a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Tender;

**or**

b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods

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

***2*. Evaluation**

**2.1 Technical Evaluation**

In addition to the criteria listed in **ITT**32.2 (a) – (c) the following factors shall apply:

**2.2 Economic Evaluation**

The following factors and methods will apply:

**(a)** **Time Schedule**:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

**or**

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between \_\_\_\_\_\_\_\_\_\_\_\_ minimum and \_\_\_\_\_\_\_\_\_\_\_\_ maximum. The adjustment rate in the event of completion beyond the minimum period shall be \_\_\_\_\_\_\_ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Tenders offering a completion date beyond the maximum designated period shall be rejected.

**(b) Operating and Maintenance Costs**

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Tenderer in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the tender price for evaluation.

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

(i) number of years for life cycle

(ii) operating costs

(iii) maintenance costs, including the cost of spare parts for the initial period of operation, and

(iv) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**or** Option 2:

Reference to the methodology specified in the Specification or elsewhere in the Tendering Document

The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation*.*

* 1. **Functional Guarantees of the Plant and Installation Services**

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

|  |  |
| --- | --- |
| **Functional Guarantee** | **Minimum (or Maximum, as appropriate) Requirement**  |
| 1. |  |
| 2. |  |
| 3. |  |
| *…* |  |

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*will be added to the tender price If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

**(d) Work, services, facilities, etc., to be provided by the Employer**

Where tenders include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the tendering document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the tender price for evaluation.

**(e) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Tender Price.” Tender prices quoted by tenderers shall remain unaltered.

**2.3** Technical alternatives, if invited in accordance with **ITT**20.5, will be evaluated as follows:

**3. Qualification**

**3.1 Update of Information**

The Tenderer and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.

**3.2 Financial Resources**

Using the relevant Form No FIN3.3 in Section V, Tendering Forms, the Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

and

(ii) the overall cash flow requirements for this contract and its current works commitment.

3.3 Contractor’s Representative and other Key Personnel

The Tenderer must demonstrate that it will have a suitably qualified Contractor’s Representative and other suitably qualified (and in adequate numbers) key personnel, as described in the Specification.

The Tenderer shall provide details of the Contractor’s Representative and other key personnel and such other key personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section V, Tendering Forms.

**3.4 Equipment**

 The Tenderer must demonstrate that it will have access to the key Contractor’s equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section V.

**3.5** **Subcontractors/manufacturers**

Subcontractors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer’s authorization, using the form provided in Section V, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the United Republic of Tanzania. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of **ITT**3 and **ITT**4 and meets the minimum criteria listed above for that item.

|  |
| --- |
| SECTION IV (B). QUALIFICATION AND EVALUATIONCRITERIA (WITHOUT PREQUALIFICATION) |

This Section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with **ITT 32** no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section V, Tendering Forms.

* + - 1. Margin of Preference

For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:

**a) Group A**: Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:

(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and

(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.

b) **Group B:** All other Tenders offering goods from within the United Republic of Tanzania.

c) **Group C:** Tenders offering goods from overseas which are to be directly imported

All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported goods offered in each Group C Tender, for the purpose of this further comparison only:

a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Tender;

**or**

b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods

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

**2. Evaluation**

**2.1 Technical Evaluation**

In addition to the criteria listed in **ITT**32.2 (a) – (c) the following factors shall apply:

**2.2 Economic Evaluation**

The following factors and methods will apply:

**(a)** **Time Schedule**:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

**or**

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between *\_\_\_\_\_\_\_\_\_* minimum and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* maximum. The adjustment rate in the event of completion beyond the minimum period shall be *\_\_\_\_\_\_\_\_\_\_\_\_\_* for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Tenders offering a completion date beyond the maximum designated period shall be rejected.

**(b) Operating and Maintenance Costs**

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Tenderer in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other Employers similarly placed. Such costs shall be added to the tender price for evaluation.

Option 1: The operating and maintenance costs factors for calculation of the life cycle cost are:

(i) number of years for life cycle

(ii) operating costs

(iii) maintenance costs, including the cost of spare parts for the initial period of operation,

(iv) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**Or** Option 2:

Reference to the methodology specified in the Specification or elsewhere in the Tendering Document

The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.

**(c) Functional Guarantees of the facilities**

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

|  |  |
| --- | --- |
| **Functional Guarantee**  | **Minimum (or Maximum, as appropriate) Requirement**  |
| 1. |  |
| 2. |  |
| … |  |

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be added to the tender price. If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

**(d)** **Work, services, facilities, etc., to be provided by the Employer**

Where tenders include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the tendering document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the tender price for evaluation.

**(e)** **Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Tender Price.” Tender prices quoted by tenderers shall remain unaltered.

**2.3 Technical alternatives**

Technical alternatives, if invited in accordance with **ITT**20.5, will be evaluated as follows:

**3. Qualification**

| **Factor** | **3.1 Eligibility** |
| --- | --- |
| Sub-Factor | Criteria | Documentation Required |
| Requirement | Tenderer |
| **Single Entity** | Joint Venture, Consortium or Association |
| **All partners combined** | Each partner | **At least one partner** |
| 3.1.1 Nationality | Nationality in accordance with **ITT**3.6. | Must meet requirement | Existing or intended **JVCA** must meet requirement | Must meet requirement | N / A | Form ELI –1.1 and 1.2, with attachments |
| 3.1.2 Conflict of Interest |  No- conflicts of interests as described in **ITT**3.7. | Must meet requirement | Existing or intended **JVCA** must meet requirement | Must meet requirement | N / A | Form of Tender |
| 3.1.3 Not declared Ineligible | Not having been declared ineligible as described in **ITT**3.8. | Must meet requirement | Existing JVCA must meet requirement | Must meet requirement  | N / A | Form of Tender |
| 3.1.4 Government Owned Entity | Compliance with conditions of **ITT**3.9 | Must meet requirement | Must meet requirement | Must meet requirement | N / A | Form ELI –1.1 and 1.2, with attachments |
| 3.1.5 Anti-bribery Policy | Submission of anti-bribery policy/code of conduct and Compliance Programme | Must meet requirement  | Must meet requirement | Must meet requirement  | N/A | Form-INTEG |

| **Factor** | **3.2 Historical Contract Non-Performance** |
| --- | --- |
| Sub-Factor | Criteria | **Documentation Required** |
| Requirement | Tenderer |
| **Single Entity** | Joint Venture, Consortium or Association |
| **All partners combined** | **Each partner** | **At least one partner** |
| 3.2.1 History of non-performing contracts | Non-performance of a contract did not occur within the last \_\_\_\_\_\_\_\_\_\_ (\_) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the tenderer have been exhausted.  | Must meet requirement by itself or as partner to past or existing **JVCA** | N / A | Must meet requirement by itself or as partner to past or existing **JVCA** | N / A | Form CON - 2 |
| Debarment based on Execution of Tender Securing Declaration by the Authority | Not under debarment based on execution of a Tender Securing Declaration pursuant to **ITT 3.8**. | Must meet requirement  | Must meet requirement | Must meet requirement  | N/A | Tender Submission Form |
| Pending Litigation | Tenderer’s financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer. | Must meet requirement by itself or as partner to past or existing **JVCA** | N / A | Must meet requirement by itself or as partner to past or existing **JVCA** | N / A | Form CON – 2 |
| Litigation History | No consistent history of court/arbitral award decisions against the Tenderer[[1]](#footnote-1)since 1st January *[insert year]* | Must meet requirement by itself or as partner to past or existing **JVCA** | N/A | Must meet requirement by itself or as partner to past or existing **JVCA** | N/A | Form CON – 2 |
| Compliance with Statutory Requirements | No consistent history by the Tenderer[[2]](#footnote-2) of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements since 1st January *[****insert year]*** | Must meet requirement  | N/A | Must meet requirement  | N/A | Form CON- 2 |
| Declaration: Environmental and Social (ES) past performance | Declare any contract that has been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years.[[3]](#footnote-3) | Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Subcontractor/s the Specialized Subcontractor/s must also make the declaration | N/A | Form CON-3 ES Performance Declaration |

| **Factor** | **3.3 Financial**  |
| --- | --- |
| Sub-Factor | Criteria | Documentation Required |
| Requirement | Tenderer |
| **Single Entity** | Joint Venture, Consortium or Association |
| **All partners combined** | Each partner | **At least one partner** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 3.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the tenderer’s country, other financial statements acceptable to the Employer, for the last \_\_\_\_ [ ] years to demonstrate the current soundness of the tenderers financial position and its prospective long term profitability.(criterion 1)(criterion 2)\_\_\_\_\_\_\_\_\_\_\_\_\_ | Must meet requirement | N / A | Must meet requirement | N / A | Form FIN – 3.1 with attachments |
| 3.3.2 Average Annual Turnover | Minimum average annual turnover of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, calculated as total certified payments received for contracts in progress or completed, within the last\_\_\_\_\_\_( ) years | Must meet requirement | Must meet requirement | Must meet \_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Must meet \_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Form FIN –3.2 |
| 3.3.3 Financial Resources | The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement:…………………………………………………………………………………and (ii) the overall cash flow requirements for this contract and its current commitments. | Must meet requirement | Must meet requirement | Must meet \_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Must meet \_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_%) of the requirement | Form FIN –3.3 |
| 3.3.4 Current Commitments | The Tenderer shall also demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. | Must Meet Requirement | Must Meet the requirement | N/A | N/A | Form FIN-CCC |

| **Factor** | **3.4 Experience** |
| --- | --- |
| **Sub-Factor** | Criteria | Documentation Required |
| **Requirement** | Tenderer |
| Single Entity | **Joint Venture, Consortium or Association** |
| **All partners combined** | **Each partner** | **At least one partner** |
| 3.4.1 General Experience | Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last\_\_\_\_\_\_\_\_ [\_\_\_\_] years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.  | Must meet requirement | N / A | Must meet requirement | N / A | Form EXP-2.4.1 |
| **3.4.2 (a) Specific Experience** | (a) Participation as contractor, management contractor, or subcontractor, in at least \_\_\_\_\_\_\_\_\_ (\_\_\_) contracts within the last \_\_\_\_\_\_\_\_( ) years , each with a value of at least \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_), that have been successfully and substantially completed and that are similar to the proposed Plant and Installation Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VIII, Employer’s Requirements. | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic  | Form EXP 2.4.2(a) |
| 3.4.2(b) Specific Experience | (b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: 1. …..
 | Must meet requirements | Must meet requirements | N / A | Must meet requirements | Form EXP-2.4.2(b) |
| 3.4.3 Specific Experience in Managing ES aspects | For the contracts in 2.4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January *[insert year]* and Application submission deadline, experience in managing ES risks and impacts in the following aspects: *[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]* | Must meet requirements  | Must meet requirements  | Must meet the following requirements: [*list key requirements to be met by each member otherwise state: ”N/A”]* | Must meet the following requirements: *[list key requirements to be met by one member otherwise state: ”N/A”]* | Form EXP – 2.4.2 (c) |

3.5 Contractor’s Representative and other Key Personnel

The Tenderer must demonstrate that it will have a suitably qualified Contractor’s Representative and other suitably qualified (and in adequate numbers) key personnel, as described in the Specification.

The Tenderer shall provide details of the Contractor’s Representative and other key personnel and such other key personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section V, Tendering Forms.

.

**3.6 Equipment**

The Tenderer must demonstrate that it will have access to the key Contractor’s equipment listed hereafter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section V.

**3.7** **Subcontractors**

Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in rejection of the subcontractor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer’s authorization, using the form provided in Section V, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the United Republic of Tanzania. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of **ITT**3 and 4 and meets the minimum criteria listed above for that item.

|  |
| --- |
| SECTION V. TENDERING FORMSBelow is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Tender. |
| **Form Name** | **Description** | **Check if Included with the Submission** |
| **Yes** | **NO** |
|  | Form of Tender |  |  |
|  | Schedules of Rates and Prices |  |  |
| Schedule No. 1.  | Plant and Mandatory Spare Parts Supplied from Abroad |  |  |
| Schedule No. 2.  | Plant and Mandatory Spare Parts Supplied from Within the URT |  |  |
| Schedule No. 3.  | Design Services |  |  |
| Schedule No. 4.  | Installation and Other Services |  |  |
| Schedule No. 5.  | Grand Summary |  |  |
| Schedule No. 6.  | Recommended Spare Parts |  |  |
|  | Price Adjustment[[4]](#footnote-4) |  |  |
|  | Technical Submission |  |  |
|  | Site Organization |  |  |
|  | Method Statement |  |  |
|  | Mobilization Schedule |  |  |
|  | Construction Schedule |  |  |
|  | ES Management Strategies and Implementation Plans [[5]](#footnote-5) |  |  |
|  | Code of Conduct for Contractor’s Personnel (ES) Form |  |  |
| Form EQU | Contractor’s Equipment |  |  |
| Form FUNC | Functional Guarantees |  |  |
| Form PER -1 |

|  |
| --- |
| Personnel |

 |  |  |
| Form PER-2 | Resume of Proposed Personnel  |  |  |
|  | Proposed Subcontractors for Major Items of Plant and Installation Services |  |  |
|  | Others - Time Schedule (To be used when alternative time for completion is invited. |  |  |
| Form ELI 1.1 | Tenderer Information Sheet |  |  |
| Form ELI 1.2 | JVCA members Information Sheet |  |  |
| Form CON – 2- | Historical Contract Non-Performance, Pending Litigation and Litigation History, And Conformance to Statutory Requirements |  |  |
| Form CCC | Current Contract Commitments / Works in Progress |  |  |
| Form FIN – 3.1 | Financial Situation: Historical Financial Performance |  |  |
| Form FIN – 3.2 | Average Annual Turnover |  |  |
| Form FIN 3.3 | Financial Resources |  |  |
| Form EXP 2.4.1 | General Experience |  |  |
| Form EXP–2.4.2(a) | Specific Experience |  |  |
| Form EXP–2.4.2(b) | Specific Experience in Key Activities |  |  |
| Form EXP–2.4.2(c) | Specific Experience in Managing ES aspects |  |  |
|  | STANDARD POWER OF ATTORNEY |  |  |
|  | Form of Tender Security (Bank Guarantee) |  |  |
|  | Form of Tender Security (Tender Bond) |  |  |
|  | Form of Tender Securing Declaration |  |  |
|  | Manufacturer’s Authorization |  |  |
| Form INTEG  | Undertaking by Tenderer on Anti – Bribery Policy/ Code of Conduct and Compliance Programme |  |  |

### Form of Tender

 Date:

 TENDER NO. No:

*[Name of Contract]*

To: [*Name and address of Employer]*

Ladies and/or Gentlemen,

Having examined the Tendering documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to design, manufacture, test, deliver, install, pre-commission and commission the Facilities under the above-named Contract in full conformity with the said Tendering documents for the sum of: *[amount of foreign currency in words]*, *[amount in figures]*, **and***[amount of local currency in words]*, *[amount in figures]* or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this Tender.

We undertake, if our Tender is accepted, to commence the supply and installation of Facilities and to achieve Completion within the respective times stated in the Tendering documents.

If our Tender is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Tendering documents.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We accept the appointment of *[name proposed in Tender Data Sheet]* as the Sole Member of Dispute Avoidance and Resolution Board[[6]](#footnote-6).

**Or**

We do not accept the appointment of *[name proposed in Tender Data Sheet]* as the Sole Member of Dispute Avoidance and Resolution Board, and we propose instead that *[name]* be appointed as Sole Member of Dispute Avoidance and Resolution Board, whose résumé is attached.

We hereby confirm [*insert the name of the Appointing Authority*], to be the Appointing Authority, to appoint the Sole Member of Dispute Avoidance and Resolution Board in case of any arisen disputes in accordance with ITT 44.1

OR

We hereby propose the following three persons, whose curriculum vitae are attached, as potential DARB members[[7]](#footnote-7):

|  |  |
| --- | --- |
| Name | Address |
| * + - 1. ……......
 |  |
| * + - 1. ………..
 |  |
| * + - 1. ………
 |  |

We agree to abide by this Tender, for a period of *[number]* days from the date fixed for submission of Tenders as stipulated in the Tendering documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that, as tenderer(s) we do not have conflict of interest with reference to **ITT** clause 3.7

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below

|  |  |  |
| --- | --- | --- |
|  Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|  |  |  |
|  |  |  |
| (if none, state “none”). |

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

Dated this day of , 19

*[signature]*

In the capacity of

*[position]*

Duly authorized to sign this Tender for and on behalf of

 *[name of Tenderer]*

Attachments: [*In accordance with* ***ITT*** *12.1, plus any additional attachment either specified by the Employer in the* ***TDS*** *or included by the Tenderer. In this regard, the Employer may include in the Tendering document, as an Attachment to the Tender Form, a list of “Tendering Data,” including the most important data to be provided by the Tenderer (e.g., Time for Completion, Functional Guarantees, etc.).]*

Schedules of Rates and Prices

Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Code1 | Qty. | Unit Price2 | Total Price2 |
|  |  |  |  |  | *CIP* |  |
|  |  |  | *(1)* | *(2)* | *(3)* | *(1) x (3)* |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| TOTAL (to Schedule No. 5. Grand Summary) |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |  |
| 1Tenderers shall enter a code representing the country of origin of all imported plant and equipment.2 Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies. |

Country of Origin Declaration Form

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Description | Code | Country |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the URT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty. | EXW Unit Price1 | Sales and other taxes payable per line item if Contract is awarded (in accordance with **ITT** 16.5 (b) (ii)\* | EXW Total Price1 |
|  |  | *(1)* | *(2)* | *(3)*  |  *(1) x (2)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  TOTAL (to Schedule No. 5. Grand Summary) |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |
| 1 Specify currency in accordance with specifications in Tender Data Sheet under **ITT** 17.1. |  |

Schedule No. 3. Design Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit Price1 | Total Price1 |
|  |  |  | Local Currency Portion | Foreign Currency Portion |  |
|  |  | *(1)* | *(2)* | *(optional)* | *(1) x (2)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| TOTAL (to Schedule No. 5. Grand Summary) |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |  |
| 1 Specify currency in accordance with specifications in Tender Data Sheet under **ITT** 17.1  |

Schedule No. 4. Installation and Other Services

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit Price1 | Total Price1 |
|  |  |  | Foreign Currency Portion | Local Currency Portion | Foreign | Local |
|  |  | *(1)* | *(2)* | *(3)* | *(1) x (2)* | *(1) x (3)* |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| TOTAL (to Schedule No. 5. Grand Summary) |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |  |
| 1 Specify currency in accordance with specifications in Tender Data Sheet under **ITT** 17.1  |

Schedule No. 5. Grand Summary

|  |  |  |
| --- | --- | --- |
| Item | Description | Total Price1 |
|  |  | Foreign | Local |
|  |  |  |  |
|  | Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad |  |  |
|  | Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within URT |  |  |
|  | Total Schedule No. 3. Design Services |  |  |
|  | Total Schedule No. 4. Installation and Other Services |  |  |
|  |  |  |  |
| TOTAL (to Form of Tender) |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |  |
| 1Specify currency in accordance with specifications in Tender Data Sheet under **ITT** 17.1 and use as many columns for Foreign Currency requirement as there are foreign currencies |

Schedule No. 6. Recommended Spare Parts

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit Price | Total Price |
|  |  |  | CIF or CIP(Foreign parts) | EXW (Local parts) |  |
|  |  | *(1)* | *(2)* | *(3)* | *(1) x (2) or (3)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Tenderer |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Tenderer |   |
|  |  |  |  |  |  |  |

Price Adjustment

|  |
| --- |
| Where the Contract Period (excluding the **Defects Liability Period** Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. In such cases the Tendering documents shall include in this form a formula of the following general type, pursuant to **SCC** Sub-Clause 11.2.Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this form that the prices are to remain firm and fixed for the duration of the Contract. |

***Sample Price Adjustment Formula***

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:





in which:

*P*1 = adjustment amount payable to the Contractor

*P*0 = Contract price (base price)

*a* = percentage of fixed element in Contract price (*a* = %)

*b* = percentage of labor component in Contract price (*b*= %)

*c* = percentage of material and equipment component in Contract price (*c*= %)

*L*0, *L*1 = labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

*M*0, *M*1= material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

N.B. a+b+c= 100%.

**Conditions Applicable to Price Adjustment**

The Tenderer shall indicate the source of labor and materials indices and the base date indices in its tender.

Item Source of Indices Used Base Date Indices

The base date shall be the date thirty (30) days prior to the Tender closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

(a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

(b) If the currency in which the Contract price, *P*0, is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

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

|  |
| --- |
| Technical Submission |

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. ES Management Strategies and Implementation Plans
6. Code of Conduct for Contractor’s Personnel (ES)
7. Plant
8. Contractor’s Equipment
9. Personnel
10. Proposed Subcontractors for Major Items of Plant and Installation Services
11. Others

Site Organization

*The Tenderer shall include hereunder an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.*

*The chart shall be sufficiently detailed to enable an assessment of the number of supervisory staff and foremen available on site to the extent that CVs requested under Personnel, such candidate shall be identifiable on the attached organization diagram.*

Method Statement

*The Tenderer is expected hereunder to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme*

Mobilization Schedule

In accordance with the General Conditions of Contract Sub-Clause 4.1.6, the Contractor shall not carry out mobilization to Site unless the Project Manager gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel, submitted as part of the Tender and agreed as part of the Contract

Construction Schedule

*Construction schedule shall include the following key milestones:*

* *No-objection to the Contractor MSIPs, which collectively form the C-ESMP, in accordance with the General Conditions of Contract Sub-Clause 4.1.6.*
* *Constitution of the DARB*

ES Management Strategies and Implementation Plans (ES-MSIP)

The Tenderer shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required in the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Tenderer shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer’s Requirements in Section VIII.

Code of Conduct for Contractor’s Personnel (ES) Form

**Note to the Tenderer**:

**The minimum content of the Code of Conduct form as set out by the Procuring Entity shall not be substantially modified**. However, the Tenderer may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Tenderer shall initial and submit the Code of Conduct form as part of its Tender

***Note to the Procuring Entity****:*

***The following minimum requirements shall not be modified****. The Procuring Entity may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

*The types of issues identified could include risks associated with: labor influx, spread of communicable diseases,* *and* Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) *etc.*

***Delete this Box prior to issuance of the tendering documents.***

**CODE OF CONDUCT FOR CONTRACTOR’S AND SUBCONTRACTOR’s PERSONNEL**

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Procuring Entity*] for [*enter description of the Facilities*]. The Plant for the Facilities will be installed at [*enter the Site]*. Our contract requires us to implement measures to address environmental and social risks, related to the Installation Services i.e. services ancillary to the supply of the Plant for the Facilities, such as inland transportation, site preparation works/ associated civil works, installation, testing, precommissioning, commissioning, operations and maintenance etc. as the case may require.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Installation Services.

All personnel that we utilize in the execution of the Contract, including staff, labor and other employees of us and of each Subcontractor, and any other personnel assisting us in the execution of the Contract, are referred to as Contractor’s personnel.

This Code of Conduct identifies the behavior that we require from the Contractor’s Person employed for the execution of Installation Services at the Site.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor’s Personnel employed for the execution of Installation Services at the Site shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s and Subcontractor’s personnel and any other person;
3. maintain a safe working environment including by:
	1. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
	2. wearing required personal protective equipment;
	3. using appropriate measures relating to chemical, physical and biological substances and agents; and
	4. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor’s Personnel or the project’s Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling* *sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by the Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’s PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor’s Personnel: [insert name] Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Contractor:

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

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 1:** Behaviors constituting SEA and behaviors constituting SH

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

1. **Examples of sexual exploitation and abuse** include, but are not limited to:
* A Contractor’s Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
* A Contractor’s Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* A Contractor’s Personnel rapes, or otherwise sexually assaults a member of the community.
* A Contractor’s Personnel denies a person access to the Site unless he/she performs a sexual favor.
* A Contractor’s Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
1. **Examples of sexual harassment in a work context**
* A Contractor’s Personnel comment on the appearance of another Installation Services Personnel (either positive or negative) and sexual desirability.
* When a Contractor’s Personnel complains about comments made by another Contractor’s Personnel on his/her appearance, the other Contractor’s Personnel comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of a Contractor’s Personnel or Employer’s Personnel by another Contractor’s Personnel.
* A Contractor’s Personnel tells another Contractor’s Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself

Contractor’s Equipment

Form EQU

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor’s equipment listed in Section IV, Qualification and Evaluation Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

|  |
| --- |
| Item of equipment |
| Equipment information | Name of manufacturer | Model and power rating |
|  | Capacity | Year of manufacture |
| Current status | Current location |
|  | Details of current commitments |
|  |  |
| Source | Indicate source of the equipment o Owned o Rented o Leased o Specially manufactured |

Omit the following information for equipment owned by the Tenderer.

|  |  |
| --- | --- |
| Owner | Name of owner |
|  | Address of owner |
|  |  |
|  | Telephone | Contact name and title |
|  | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project |
|  |  |
|  |  |

Form FUNC

The Tenderer shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Procuring Entity in para. 1.2 (c) of Section IV. Qualification and Evaluation Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

|  |  |
| --- | --- |
| **Required Functional Guarantee**  | **Value of Functional Guarantee of the Proposed Plant and Equipment** |
| 1. |  |
| 2. |  |
| 3. |  |
| … |  |

|  |
| --- |
| Personnel |

**Form PER -1**

**Contractor’s Representative and other Key Personnel Schedule**

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section VIII. The data on their experience should be supplied using the Form below for each candidate.

**Contractor’ Representative and Key Personnel**

|  |  |
| --- | --- |
| 1. **1.**
 | **Title of position:** Contractor’s Representative |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g., attach high level Gantt chart*] |
| 1. **2.**
 | **Title of position: [Environmental Specialist]** |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| 1. **3.**
 | **Title of position: [Health and Safety Specialist]** |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| 1. **4.**
 | **Title of position: [Social Specialist]** |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g., attach high level Gantt chart*] |
|  | **Title of position: Sexual Exploitation, Abuse and Harassment Expert***[Where Project SEA risks are assessed to be substantial or high, key personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]* |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g., attach high level Gantt chart*] |
| 1. **5.**
 | **Title of position: [insert title]** |
|  | **Name of candidate** |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g., attach high level Gantt chart*] |
| **7.** | **Title of position: [insert title]**  |

Form PER-2

Resume of Proposed Personnel

|  |
| --- |
| **Name of Tenderer** |

|  |
| --- |
| **Position** |
| **Personnel information** | **Name**  | **Date of birth** |
|  | **Professional qualifications** |
| **Present employment** | **Name of employer** |
|  | **Address of employer** |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  | **Fax** | **E-mail** |
|  | **Job title** | **Years with present employer** |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Proposed Subcontractors for Major Items of Plant and Installation Services

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Tenderers are free to propose more than one for each item

|  |  |  |
| --- | --- | --- |
| **Major Items of Plant and Installation Services** | **Proposed Subcontractors/Manufacturers** | **Nationality** |
|  |  |  |
|  |  |  |
|  |  |  |

Others - Time Schedule

(to be used by Tenderer when alternative Time for **Completion is invited in ITT20.5)**

**Form ELI 1.1**

Tenderer Information Sheet

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invitation for Tender No.: \_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Tenderer’s Legal Name  |
| 2. In case of **JVCA**, legal name of each party: |
| 3. Tenderer’s actual or intended Country of Registration: |
| 4. Tenderer’s Year of Registration:  |
| 5. Tenderer’s Legal Address in Country of Registration: |
| 6. Tenderer’s Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of:**ITT** Sub-Clauses 3.1 and 3.2.* In case of **JVCA**, letter of intent to form **JVCA** including a draft agreement, or **JVCA** agreement, in accordance with **ITT** Sub-Clauses 3.3 and 3.4
* In case of government owned entity from the United Republic of Tanzania, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with **ITT** Sub-Clause 3.9.
 |

Please note that a written authorization needs to be attached to this sheet as required by **ITT** 21.2

**Form ELI 1.2**

TENDERER’S JVCA MEMBERS INFORMATION FORM

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No.:\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Tenderer’s Legal Name:  |
| 2. **JVCA**’s Party legal name: |
| 3. **JVCA**’s Party Country of Registration: |
| 4. **JVCA**’s Party Year of Registration: |
| 5. **JVCA**’s Party Legal Address in Country of Registration: |
| 6. **JVCA**’s Party Authorized Representative InformationName:Address:Telephone/Fax numbers:Email Address: |
| 7. Attached are copies of original documents of:. Attached are copies of original documents as required by **ITT** Sub-Clauses 3.1 and 3.2.* In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with **ITT** Sub-Clause 3.9.
 |

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History, and Conformance to Statutory Requirements

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| Non-Performed Contracts in accordance with Section IV, Qualification and Evaluation Criteria |
|  Contract non-performance did not occur since 1st January *[insert year]* specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.1. Contract(s) not performed since 1st January *[insert year]* specified in Section IV, Qualification and Evaluation Criteria, requirement 2.1 |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and TZS equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section IV, Qualification and Evaluation Criteria |
|  No pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.3. |
|  Pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.3 as indicated below. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), TZS Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_Address of Employer: \_\_\_\_\_\_\_\_\_\_Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Party who initiated the dispute: \_\_\_\_Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:  |  |
| Litigation History in accordance with Section IV, Qualification and Evaluation Criteria |
|  No Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2. 4. Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.4 as indicated below. |
| **Year of award** | **Outcome as percentage of Net Worth**  | **Contract Identification** | **Total Contract Amount (currency), TZS Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]Name of Employer: *[insert full name]*Address of Employer: *[insert street/city/country]*Matter in dispute: *[indicate main issues in dispute]*Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* |
| 🞎 Proof of Payment of Taxes since 1st January *[insert year]* specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.4🞎Proof of Payment of Social Security Contributions since 1st January *[insert year]* specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.4.🞎 No Consistent History of abuse of Employment Laws since 1st January *[insert year]* specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.2.4. |
| Payment of Taxes | *[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.* |
| Social Security Contributions | *[Provide a certified copy of Social Security Contributions for the specified Period]* |
| History of Employment Related Cases | 1. *Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration*

*[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]* |

**Form CCC**

Current Contract Commitments / Works in Progress

Tenderers and each partner to a **JVCA** should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of contract** | **Employer, contact address/tel/fax** | **Value of outstanding work (current TZS equivalent)** | **Estimated completion date** | **Average monthly invoicing over last six months(TZS/month)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| etc. |  |  |  |  |

**Form FIN – 3.1**

Financial Situation

Historical Financial Performance

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

To be completed by the Tenderer and, if **JVCA**, by each partner

|  |  |
| --- | --- |
| **Financial information in TZS equivalent** | **Historic information for previous \_\_\_\_\_\_ (\_\_) years** (TZS equivalent in 000s) |
|  | Year 1 | Year 2 | Year 3 | Year … | Year n | Avg. | Avg. Ratio |
| Information from Balance Sheet |
| Total Assets (TA) |  |  |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |  |
| Information from Income Statement |
| Total Revenue (TR) |  |  |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |  |
|  |
|  |
|  |
|  |

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

Must reflect the financial situation of the Tenderer or partner to a JVCA, and not sister or parent companies

Historic financial statements must be audited by a certified accountant

Historic financial statements must be complete, including all notes to the financial statements

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 3.2**

Average Annual Turnover

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |
| --- |
| **Annual turnover data**  |
| Year | Amount and Currency | TZS equivalent |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \*Average Annual Turnover |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section IV, Evaluation Criteria, Sub-Factor 2.3.2.

**Form FIN 3.3**

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section IV, Qualification and Evaluation Criteria

|  |  |
| --- | --- |
| **Source of financing** | **Amount (TZS equivalent)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

**Form EXP 2.4.1**

Experience - General Experience

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Starting Month / Year** | **Ending Month / Year** |  **Years\***  | **Contract Identification**  | **Role of Tenderer** |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ |  | Contract name:Brief Description of the contract performed by the Tenderer:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_ |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 2.4.2(a)**

Specific Experience

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract Number: \_\_\_ of \_\_\_ required.** | **Information** |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Award date Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Role in Contract | Contractor  | Management Contractor | Subcontractor |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TZS\_\_\_\_\_\_\_\_\_\_ |
| If partner in a **JVCA** or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | TZS\_\_\_\_\_\_\_ |
| Employer’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Telephone/fax number:E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 2.4.2(a) (cont.)**

**Specific Experience (cont.)**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Similar Contract No. \_\_[insert specific number] of [total number of contracts] \_\_\_ required** | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section IV: |  |
| Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical Production Rate | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 2.4.2(b)**

Specific Experience in Key Activities

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No..: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  | **Information** |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Award date Completion date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Role in Contract | Contractor  | Management Contractor | Subcontractor |
| Total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TZS\_\_\_\_\_\_\_\_ |
| If partner in a **JVCA** or subcontractor, specify participation of total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | TZS\_\_\_\_\_\_\_\_ |
| Employer’s Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Telephone/fax number:E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form EXP – 2.4.2 (b)(cont.)**

**Specific Experience in Key Activities (cont.)**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

**JVCA** Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  | **Information** |
| --- | --- |
| Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section IV: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Form EXP –2.4.2(c)**

**Specific Experience in Managing ES aspects**

Tenderer’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JVCA** Member Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

* + - 1. Key Requirement no 1 in accordance with 2. 4.2 (c):\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Contract Identification |  |
| Award date |  |
| Completion date |  |
| Role in Contract | Prime Contractor | Member in **JVCA** | Management Contractor | Subcontractor  |
| Total Contract Amount |  | TZS |
| Details of relevant experience |  |

* + - 1. Key Requirement no 2 in accordance with 2.4.2 (c):*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Special Power of Attorney[[8]](#footnote-8)**

**KNOW ALL MEN BY THESE PRESENTS THAT I** the undersigned [*insert name of the Donor*]

being [insert designation] of[*insert name of the company*]of[*insert company address*] having its registered office at [*insert physical address of company*];

**WHEREAS** in course of business it is necessary to bid for tenders and enter into contracts;

**NOW THEREFORE KNOW ALL MEN THAT** **I** [*insert name of the Donor*]by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*],do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be  our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number*] that is to say;

To act on my behalf or for the company and do any other thing or things incidental for [*insert tender Number*] of *[insert description of procurement]* for the [*insert name of the procuring entity*];

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

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

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

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

**SIGNED AND DELIVERED** by the said

[*insert name of Donor*] Identified to me

by***[insert name]***

The latter being known to me personally this *[insert date, month and year****]***

**DONOR**

**BEFORE ME:**

Name:……………………………..

Address:…………………………..

Qualification:………………………

**Signature:**

**COMMISSIONER FOR OATHS**

**Acknowledgement**

I [*insert name of Donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

**SIGNED AND DELIVERED** by the said

[*insert name of Donee*] Identified to me

by ***[insert name]***

The latter being known to me personally

this *[insert date, month and year*],

**DONEE**

**BEFORE ME**

Name:………………………….

Address:……………………….

Qualification:…………………..

Signature:

# **COMMISSIONER FOR OATHS**

Form of Tender Security (Bank Guarantee)

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[TENDER NO. number]* (“the TENDER NO.”).

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

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

1. has withdrawn its Tender prior to the Tender validity expiry date specified by the Tenderer in the Form of Tender, or any extended date provided by the Tenderer; or
2. Does not accept the correction of errors in accordance with the **ITT**
3. having been notified of the acceptance of its Tender by the Employer prior to the expiry date of the Tender validity or any extension thereto provided by the Tenderer, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the **ITT**.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiry date of the Tender validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

Form of Tender Security (Tender Bond)

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *\_\_\_\_\_\_\_\_\_\_\_\_\_* as Principal (hereinafter called “the Principal”), and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,***authorized to transact business in** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* as Obligee (hereinafter called “the Employer”) in the sum of *\_\_\_\_\_\_\_\_\_\_\_\_* (*\_\_\_\_\_\_\_\_\_\_*), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Employer dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the construction of *\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. withdraws its Tender prior to the Tender validity expiry date set forth in the Form of Tender, or any extended date provided by the Tenderer; or
2. refuses to accept the correction of its Tender by the Employer pursuant to **ITT**
3. having been notified of the acceptance of its Tender by the Employer prior to the expiry date of the Tender validity or any extension thereto provided by the Tenderer; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity set forth in the Form of Tender or any extension thereto provided by the Tenderer..

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*(Signature) (Signature)*

*(Printed name and title) (Printed name and title)*

Form of Tender Securing Declaration

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

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

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

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

To: *[insert* ***complete name of Purchaser****]*

We, the undersigned, declare that:

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

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

(a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

(b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the **ITT**.

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

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

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

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

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

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

Manufacturer’s Authorization

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Tender No..: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

To: *[name of the Employer]*

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

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

We hereby extend our full guarantee and warranty as per Clause 30of the **GCC** for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature for and on behalf of Manufacturer]*

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

**FORM INTEG- UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

Each Tenderer must submit a statement, as part of the tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

**MEMORANDUM (Format 1)**

**(*Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)***

This company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of company]* places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached[[9]](#footnote-9).

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

**MEMORANDUM (Format 2)**

**(*Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)***

This company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of company]* has issued, for the purposes of this tender, a Compliance Program copy attached[[10]](#footnote-10) -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

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

### SECTION VI: ELIGIBLE COUNTRIES

**Procurement Reference Number:**

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 VII. SCHEDULE OF REQUIREMENTS |

Scope of Supply of Plant and Installation Services by the Contractor

*The PE should in this section give a precise description what is the scope of the supply of plant and equipment by the contractor, important milestones like sectional completion. In addition, if applicable it should give subcontracting requirements for portions of supply and installation. PE should also give the background to the assignment and estimated quantities of for supply and associated works/services*

*However detailed the scope of the supply of plant and equipment by the contractor, it is important that it is written in a clear and unambiguous way to avoid misinterpretation and potential* [*disputes*](https://www.designingbuildings.co.uk/wiki/Disputes) *further down the line. It should not duplicate* [*information*](https://www.designingbuildings.co.uk/wiki/Information) *set out elsewhere in the* [*contract documentation*](https://www.designingbuildings.co.uk/wiki/Contract_documentation)*(such as* [*specifications*](https://www.designingbuildings.co.uk/wiki/Specifications) *or* [*drawings*](https://www.designingbuildings.co.uk/wiki/Drawings)*) as this can create confusing discrepancies.*

|  |
| --- |
| Specification |

*Supply and install contract to be procured through international competition, the Employer’s Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and performance of the Facilities. Only if this is done will the objectives of economy, efficiency, fairness and transparency in procurement be realized, responsiveness of tenders be ensured and the subsequent task of Tender evaluation facilitated.*

*In a design, supply and install approach, the design is to be done by the Contractor. No detailed technical specification as is normal practice is developed at the pre-Tender stage. However, the Employer does and must know what it wants and must communicate its needs to the Tenderers. Hence, this section on Employer’s Requirements replaces the usual Technical Specifications of a more traditional approach.*

*While this section of the tendering document should endeavor to define the Employer’s Requirements as precisely as possible, care must be taken to avoid over specifying details to the extent that the flexibility and potential benefits associated with a design, supply and install contract are seriously eroded or threatened.*

*Care must be taken when drafting the Employer’s Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Borrower’s Country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms “or equivalent”.*

*For a design, supply and install contract no detail drawings would generally be available at the pre-Tendering process stage. It would, however, be useful to include such conceptual drawings as are appropriate to supplement or help explain the general concept of the Employer’s needs.*

*The Employer should specify any Environmental, Social, health, and safety requirements as appropriate.*

*Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank’s Procurement Regulations for Borrowers and Sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Tenderers’ innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, Tenderers may be invited to offer Plant that exceeds the specified minimum sustainable procurement requirements.*

Environmental and Social (ES) requirements

*[The Employer’s team preparing the ES requirements should include suitably qualified Environmental and Social specialist/s.* *The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Special Conditions of Contract if any) and other parts of the specifications.]*

**Suggested content for an Environmental and Social Policy (Statement)**

*The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.*

*The policy should, as far .as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the General Conditions of Contract*

*As a minimum, the policy is set out to the commitments to:*

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
5. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
6. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
7. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

**Minimum Content of ES requirements**

*In preparing detailed specifications for ES requirements, the specialists should refer to and consider:*

* *project reports e.g. ESIA/ESMP*
* *consent/permit conditions*
* *required standards including Guidelines*
* *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (eg NEMC and OSHA Guidelines)*
* *relevant international standards e.g. TDFA Guidlines*
* *relevant sector standards*
* *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
* *SEA prevention and management.*

*The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working.The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.*

**Payment for ES Requirements**

*The Employer’s ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Tenderer’s rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.*

Contractor’s Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

Contractor’s Representative and Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.*

*Where a Project SEA risks are assessed to be substantial or high, the Employer shall include Sexual Exploitation, Abuse and Harassment expert (s]*

**Contractor’s Representative andKey Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| *1* | Contractor’s Representative |  |  |
| *2.* | *[Construction Manager]* |  |  |
| *3.* | *[…specify other key personnel as appropriate]* |  |  |
| *4* | *[Environmental]*  | *[e.g. degree in relevant environmental subject]*  | *[e.g. [years] working on road contracts in similar work environments]* |
| *5.* | *[Health and Safety]* |  |  |
| *6.* | *[Social]*  |  |  |
| *7.* | *Sexual Exploitation, Abuse and Harassment**[Where a Project SEA risks are assessed to be substantial or high, key personnel shall include an expert/s with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]* |  | *[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]* |
| *8.* | *[modify as appropriate]* |  |  |

|  |
| --- |
| Drawings |

*Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

*Drawings should be properly numbered and named to make them easier to understand by the Tenderers.*

|  |
| --- |
| Supplementary Information |

# **PART 3 –**

# **Conditions of Contract and Contract Forms**

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

The General Conditions of Contract to be used for this Tender shall be the General Conditions of Contract for the Standard Tender Document for Procurement of Supply and Installation of Plant and Equipment prepared by the Public Procurement Regulatory Authority available on PPRA’s Website [www.ppra.go.tz](http://www.ppra.go.tz)

## SECTION IX: SPECIAL CONDITIONS OF CONTRACT

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

*[Instructions for completing the* ***SCC*** *are provided, as needed, in the notes in italics mentioned for the relevant Special Conditions. Where sample provisions are furnished, they are only illustrative of the provisions that the Employer should draft specifically for each procurement. Several provisions and related information shall be either completed or modified in accordance with the information provided by the Tenderer whose Tender has been accepted by the Employer or agreed between that Tenderer and the Employer.]*

| **SCC No.** | **Conditions** |  **GCC****Sub-Clause** | **Data** |
| --- | --- | --- | --- |
| 1. | **Employer’s name and address** | 1.1(g) | *Insert Employer’s Name and Address* |
| 2 | **Project Manager’s name and address** | 1.1(h) | *Insert Project Manager’s Name and Address* |
| 3. | **Contractors Name and Address** | 1.1(i) | The Contractor is: [*Insert name, address, and telephone, cable and facsimile numbers of the contractor]* |
| 4. | **Contractors Representative** | 1.1(k) | The Contractor’s Representative is: [*Insert name, address, and telephone, cable and facsimile numbers of the Contractor’s representative]**.]* |
| 5. | **Country of Origin** | 1.1 (s) | Country of Origin: all countries and territories as indicated in the section of the Tendering Documents, Eligibility for the Provision of Goods, Works and Services. |
| 6. | **Time for Completion** | 1.1.(v)&25.1 | Time for Completion: *[Insert the time]****Sample Provision***Time for Completion for all Facilities: [*The time shall be specified in days, weeks or months, as appropriate, and shall be written in words and figures.]*, **or**Time for Completion for parts of the Facilities:**Description Time for Completion***[Each part of the Facilities subject to a specific Time for Completion shall be listed and briefly described with its respective Time for Completion specified in days, weeks or months, as appropriate, in words and figures.]* |
| 8. | **Conditions Precedent**  | 3.1& 3.2 | Conditions Precedent to Contract Effectiveness *(List down if any Otherwise State ‘’Not Applicable’’)**[Insert date when the Conditions precedent are to be fulfilled]* |
| 9. | **Employer’s Address for Notices** | 4.1 | Employer’s address for notice purposes: *[Insert the address of the Employer]* |
| 10. | **Contractor’s Address for Notices** | 4.1 | Contractor’s address for notice purposes: *[Insert address, telephone, cable and facsimile numbers of the contractor]* |
| 11. | **Governing Law and Language** | 2.1&5.1 | The Contract shall be interpreted in accordance with the laws of the United Republic of TanzaniaThe language of the contract shall be English, *if not insert any other language* |
| 12. | **Spare Parts** | 6.3 | The Contractor agrees to supply spare parts for a period of ………...years:*[A reasonable number of years should be specified in words and figures.****Sample Addition to GCC 6.3***The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested. |
| 13. | **Time for Commencement**  | 7.1 | The Contractor shall commence work on the Facilities from the Effective Date for determining Time for Completion as specified in the Contract Agreement |
| 14. | **Time for Completion** | 1.1 (v) &7.2 | The Completion of the Facilities shall be attained within \_\_\_\_\_\_ *[insert number of weeks or months in words and figures].**[Parts and times for respective Completions shall be specified where applicable.]* |
| 15. | **Price Adjustment** | 10.2&35.1 | The Contract Price shall be adjusted in accordance with the provisions of the corresponding Appendix (Price Adjustment) to the Contract Agreement *[to be inserted* ***only*** *if Contract Price is subject to adjustment]*. |
| 16. | **Advance Payment Security** | 12.2 | % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable*[Insert number and timing of installments if applicable]* |
| 17. | **Amount of Performance Security** | 12.3.1 | The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate time for Completion is provided, shall be: [*The amount should be between ten and fifteen percent (10% to 15%) in any case.]* |
| 18. | Environmental and Social Performance Security | 12.3.2 | An Environmental and Social (ES) Performance Security [‘*shall’ or ‘shall not’*] be provided to the Employer.] Environmental and Social (ES) Performance Security Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*. *[****delete if not applicable****].**[A* ***Bank Guarantee*** *shall be unconditional (on demand) - see Section X, Contract Forms. The E Performance Security will normally be in the amount(s) of between 1% to 3% of the Accepted Contract Amount].* |
| 19. | **Form of Performance Security** | 12.3.4 | The performance security shall be in the form of the *[****insert either*** *Conditional Guarantee* ***or*** *Unconditional Guarantee]* attached hereto in the section on Sample Forms and Procedures.*(The following provision should be used when the Facilities have warranty obligations beyond the Defect Liability Period, pursuant to the provisions* ***in the SCC*** *under* ***GCC*** *15.)* |
| 20. | **Reduction of Value of Performance Security** | 12.3.5 | The performance security shall not be reduced on the date of the Operational AcceptanceOrThe performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty to cover the Contractor’s extended warranty in accordance with the provision **in the SCC**, pursuant to **GCC** 29.10.*[To be inserted* ***only*** *when an extended warranty is requested.]* |
| 21. | **Form of the Program** | 17.2 | The form of the programme of performance of the Contract shall be: *[Programme of performance shall usually be in the form of the critical path method (CPM), the PERT network, or other internationally used programs.]* |
| 22. |  **Working Hours** | **21.1.5** | *[insert* locally recognized days of rest outside *normal working hours (if any)]* |
| 23. | **Funeral Arrangements**  | **21.1.8** | *[indicate a person other than the contractor /supplier responsible for funeral arrangements or state ‘’Not Applicable’’* |
| 24. | **Completion of Guarantee Test** | 24.2.2 | The Guarantee Test of the Facilities shall be successfully completed within \_\_\_\_\_\_ *[insert days or weeks, written in words and figures]* from the date of Completion. *[Parts and separate times for the respective Guarantee Tests shall be specified where applicable.]* |
| 26. | **Liquidated Damages** | 25.2 | Applicable rate for liquidated damages: 0.1 to 0.15 percent per day.Maximum deduction for liquidated damages is equal to the Performance Security quoted. |
| 27. | **Bonus for Early Completion** | 25.3 | Applicable *(amount or rate)* for the bonus for early Completion:Maximum bonus: *[Where bonus is applicable, insert appropriate amount or rate as a percentage of the Contract Price, or part thereof, in words and figures, per week of early Completion of the Facilities or part thereof, in accordance with the Time for Completion specified* ***in the SCC****, with a corresponding reference in* ***GCC*** *1. The amount of the bonus and the minimum should be related to the benefit the Employer will gain in operating the Facilities, or part thereof, earlier than anticipated.]**(For a contract without a bonus, the following provision should be used.)*No bonus will be given for earlier Completion of the Facilities or part thereof. |
| 28. | **Alternative Defect Liability Period** | 26.2 | Insert alternative Defect Liability Period (if any) |
| 29. | **Period of Extension of Warranty** | 26.10 | *[The Employer should not extend the Defect Liability Period beyond the period prescribed in* ***GCC*** *29.2, except where it is commercial practice for that type of Facilities, and in which case the relevant period shall be specified* ***in the SCC*** *under* ***GCC*** *29.10.]*The critical components covered under the extended warranty are *[the components should either be mentioned herein or a reference should be made to the related paragraph in the Technical Specifications]*, and the period shall be *[insert number of years, which shall not exceed five (5) years](to be inserted* ***only*** *when an extended warranty is requested)*. |
| 32. | **Date by which the DARB shall be appointed** | 44.1 | 28 days after the Commencement date *otherwise insert another period* |
| 33 | **The DARB shall be comprised of** | 44.2 | *Either:* One sole Member *or:* Three Members |
| 32. | List of proposed members of DARB | 44.3 | *For DARB comprised of one sole member, list the name of potential sole member and attach his/her CV to the Tendering Document**OR**In case of Three Members DARB give the following information*DARB Members Proposed by Employer *[Attach CVs to the Tendering Document and the Contract]**1……………………….**2…………………………**3……………………………*DARB Members Proposed by Contractor [*Attach CVs to the Contract*] *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 30. | Appointment (if not agreed) to be made by | 45.1 | *[Insert name of the appointing entity or official]* |
| 31. | Rules of arbitration | 48.1 | *[Insert rules of arbitration ]*  |

###

### SECTION X: CONTRACT FORMS

This Section contains forms which, 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 contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

The Contract Forms to be used for this Tender shall be the Contract Forms- Section X of the Standard Tender Document for Procurement of Supply and Installation of Plant and Equipment prepared by the Public Procurement Regulatory Authority available on PPRA’s Website [www.ppra.go.tz](http://www.ppra.go.tz)

1. The Tenderer shall provide accurate information on the related Form of Tender about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Tenderer or any member of a joint venture may result in failure of the Tender. [↑](#footnote-ref-1)
2. The Tenderer shall provide accurate information about failure to meet tax and social security Contributions, and no failure to comply with environmental and health and safety requirements over the specified period. A consistent history of failure to meet these statutory obligations may result in disqualifying the Tenderer. [↑](#footnote-ref-2)
3. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-3)
4. Tenderer required to indicate source of labour and material indices and the base date indices in its tender – Applicable if price adjustment is allowed for the tender in question [↑](#footnote-ref-4)
5. Applicable if ES aspects are specified. [↑](#footnote-ref-5)
6. This option to be used if in the **TDS** a sole member of DARB is applicable [↑](#footnote-ref-6)
7. To be used when three members DARB is applicable. [↑](#footnote-ref-7)
8. ***Note:*** *Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format* [↑](#footnote-ref-8)
9. Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme [↑](#footnote-ref-9)
10. Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme [↑](#footnote-ref-10)