



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF FINANCE AND PLANNING**  
**PUBLIC PROCUREMENT REGULATORY AUTHORITY**



# **Standard Tendering Document**

## **for**

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*Procurement of Non-Consultancy Services*

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## Preface

Procurement for non-consultancy services by public and semi-public bodies is carried out in accordance with policies and procedures laid down in the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

This Standard Tendering Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of the Attorney General (OAG) and other professional bodies, primarily for use by Procuring Entities (PEs) in the procurement of non-consultancy services through National, International Competitive Tendering (NCT & ICT) and other procedures as appropriate.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in procurement of non-consultancy services that are financed in whole or in part by public funds in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

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

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## List of Abbreviations

Cap	Chapter
FY	Financial Year
GCC	General Conditions of Contract
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet
TANePS	Tanzania National e-Procurement System

## **Guidance Notes on the Use of this Standard Tender Document**

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist a Procuring Entity (PE) in the preparation of Tendering Documents for procurement of non-consultancy services using this Standard Tendering Document – Procurement of Non-consultancy Services primarily under National and International Competitive methods and other procedures as appropriate. The PE should also refer to the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

This STD applies when a prequalification process has or has not taken place. This document shall be used when a PE wishes to select a service provider for procurement of non-consultancy services. This STD can be used with non-competitive or competitive procurement methods in which the PE's budget is not disclosed to Tenderers as well as in situations when PE's budget is disclosed to Tenderers under national, international and restricted competitive tendering on fixed budget procurement method.

The revised STD for Procurement of Non-Consultancy Services differs with the structure of the old document in the sense that, the revised document has a dedicated section (Section IV) for the Qualification and Evaluation criteria which is no longer included in the Tender Data Sheet. The forms have also been separated into Tendering Forms (Section V) and Contract Forms (Section X) to avoid confusion as to whom (the PE or the Supplier) should complete which forms.

The STD is based upon internationally acceptable model formats, which have been adapted to suit the particular procurement needs within Tanzania. The STD is divided into three parts and has ten (10) sections, of which Section II-Instruction to Tenders and Section VIII-General Conditions of Contract - must not be altered or modified under any circumstances.

The way in which a PE addresses its specific needs is through the information provided under Section III – Tender Data Sheet and Section IX-Special Conditions of Contract as well as in the detailed requirements of the procurement in Section VII- Technical Specifications and Activity schedule.

When properly completed, this STD 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.

Parts and Sections of the STD and how a PE should use them when preparing a particular tender document for Procurement of Non-Consultancy Services are described hereunder;

## **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 tendering 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.

### **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 italicised 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. Qualification and Evaluation Criteria**

This Section specifies the criteria to be used in the evaluation of tenders 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 for the tender submission, Price Schedules, and Tender Security 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 program.

## **Section VI. Eligible Countries**

This Section contains information regarding eligible countries.

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

### **Section VII - Activity Schedule**

This Section includes the List of Non-Consultancy Services and Completion Schedules that describe the Services to be procured

## **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.**

### **Section IX. Special Conditions of Contract (SCC)**

This Section contains information specific to each contract that modify or supplement Section VIII – General Conditions of Contract. All italicised 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 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.

## **PART 1 – TENDERING PROCEDURES**

## SECTION I: INVITATION FOR TENDERS

**[Insert Name of Procuring Entity]**

**[Insert logo]**

**Tender No. ....**

**for**

**[Insert title or brief description of the service]**

**Invitation for Tenders**

**Date: .....**

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in Tanzania National Electronic Procurement System (TANePS) dated *[insert dates of notice]*.
2. The Government of Tanzania has set aside funds for the operation of the *[insert the name of 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]* has received/has applied for/intends to apply for a *[loan/credit /grant]* from the *[name of financing institution]* towards the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for *[insert name of the contract]*.

3. The *[Insert the name of the PE]* now invites tenders from eligible *[Insert "National" if exclusive preference is applicable]* for provision of *[insert brief description of the services to be procured]*.

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

The *[insert name of the PE]* now invites tenders from prequalified eligible Tenderers for provision of *[insert brief description of the services to be procured]*.

4. Tendering will be conducted through the *[insert method of procurement]* procedures specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 as amended in 2016 and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the tendering document through TANePS. A complete set of tendering document (s)



**[insert language of the tender documents]** may be accessed through TANEPS.

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

8. 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.
9. Tenders not received through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

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

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

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**A: Introduction**

<b>1. Scope of Tender and Tendering Method</b>	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet ( <b>TDS</b> ), invites Tenders for the provision of Services as specified in Section VII - Activity Schedule. The successful Tenderer will be expected to provide the service(s) within the duration stated in the TDS from the start date specified in the <b>TDS</b> .
	1.2	Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in Instruction to Tenderers 3 [Eligible Tenderers].
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract ( <b>GCC</b> ).
<b>2. Source of Funds</b>	2.1	<p>The Government of Tanzania has set aside funds for the operations of the PE named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b>. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in the <b>TDS</b>.</p> <p style="text-align: center;">or</p> <p>The Government of Tanzania through the PE named in the <b>TDS</b> has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the <b>TDS</b> towards the cost of the Non-Consultancy services named in the <b>TDS</b> and intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the <b>TDS</b>.</p>
	2.2	Payments will be made directly by the PE (or by financing institution specified in the <b>TDS</b> upon request by the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting Contract placed by the PE.
<b>3. Eligible Tenderers</b>	3.1	The Invitation for Tenders ( <b>IFT</b> ) is open to all Tenderers except where it is specified in the <b>TDS</b> . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.5 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA)
	3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b> , there is

		no limit on the number of members in a JVCA.
	3.3	The appointment of Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
	3.5	Any tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Service Provider in Tanzania before signing the Contract.
	3.7	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be procured under this Invitation for tenders.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tender; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or</li> <li>f) Submit more than one tender in this tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the</li> </ul>

		services that are the subject of the tender.
	3.8	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> <li>a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</li> <li>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>e) the Tenderer is debarred and blacklisted in accordance with the Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</li> <li>f) the Tenderer is from an ineligible country as specified under Section VI [Ineligible countries] of this tendering document.</li> </ul>
	3.9	Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the PE, registered by the relevant registration Board or Authority.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
	3.12	If specified in the <b>TDS</b> , Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the tender price is envisaged.

<b>4. One Tender per Tenderer</b>	4.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
	4.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A Tenderer, if acting in the capacity of subcontractor in any Tender, may participate in more than one tender but only in that capacity.
	4.4	A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.
<b>5. Cost of Tendering</b>	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
<b>6. Site Visit and Pre-Tender meeting</b>	6.1	The Tenderer, at owns responsibility and risk, is advised to visit and examine the Site and its surroundings on which service(s) are to be provided and obtain all information that may be necessary for preparing the Tender and entering into a contract for provision of service(s). The costs of visiting the Site shall be at the Tenderer's own expense.
	6.3	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	6.3	The PE may conduct a site visit and a pre-tender meeting. The purpose of the pre-tender meeting will be to provide specific project information, to explain any unusual aspects of the project and to address any question on any matter that may be raised at that stage.
	6.4	The Tenderer's designated representative is invited to attend a site visit and/or pre-tender meeting which, if convened, will take place at the venue and time stipulated in the <b>TDS</b> . Non- attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a Tenderer.
	6.5	The Tenderer may submit any questions if any through TAnEPS to reach the PE before the pre-tender meeting. PE may respond to questions during the meeting, however, all questions raised and their responses will be



		transmitted in accordance with <b>ITT 6.6</b> .
	6.6	<p>Minutes of the pre-tender meeting, if applicable, including questions raised by the Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all participating Tenderers through TANEPS.</p> <p>Any modification of the tendering document listed in <b>ITT 7.1</b> [Content of tendering document] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 [Amendments of the tendering document] and not through the minutes of the pre-tender meeting.</p>

### **B: Tendering Documents**

<b>7. Content of Tendering Documents</b>	7.1	<p>The services to be provided, tendering, procedures and contract terms are prescribed in the Tendering Documents. In addition to the Section I [Invitation for Tenders] the Tendering Documents which should be read in conjunction with any addenda issued in accordance with <b>ITT 9.2</b> [Amendment of Tendering Documents] include:</p> <p><b>PART 1: TENDERING PROCEDURES</b></p> <p>Section II - Instructions to Tenderers (ITT).</p> <p>Section III - Tender Data Sheet (TDS).</p> <p>Section IV – Qualification and Evaluation Criteria.</p> <p>Section V - Tendering Forms.</p> <p>Section VI - Eligible Countries.</p> <p><b>PART 2: PROCURING ENTITY’S REQUIREMENTS</b></p> <p>Section VII - Activity Schedule.</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b></p> <p>Section VIII - General Conditions of Contract (GCC).</p> <p>Section IX - Special Conditions of Contract (SCC).</p> <p>Section X - Contract Forms.</p>
	7.2	<p>The Invitation for Tenders (Section I) issued by the PE does not form part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in <b>ITT 7.1</b> above, the said Tendering Documents will take precedence.</p>
	7.3	<p>The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from TANEPS.</p>
	7.4	<p>The Tenderer is expected to examine all instructions,</p>

		forms, terms, and requirements in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or submission of a tender not substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.
<b>8. Clarification of Tendering Documents</b>	<b>8.1</b>	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through TANEPS not later than seven (7) days prior to the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders] for open competitive methods and in the case of other tendering methods, three (3) days prior to the deadline.
	8.2	The PE will within three (3) working days after receiving the request for clarification respond and publish through TANEPS provided that such request is received within the time prescribed in <b>ITT 8.1</b> .
	8.3	PE's response shall include a description of the inquiry, but without identifying its source.
	8.3	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under <b>ITT 9</b> [Amendment of Tendering Documents].
<b>9. Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of tenders, the PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to <b>ITT 7.1</b> [Content of Tendering Documents] and shall be communicated through TANEPS to the participating Tenderers.
	9.3	In order to allow prospective Tenderers reasonable time to take an addendum into account in preparing their tenders, the PE at its discretion may extend the deadline for submission of Tenders, in accordance with ITT 22.2 [Deadline of Submission of Tenders].
<b>C: Preparation of Tenders</b>		
<b>10. Language of Tender</b>	10.1	The Tender, prepared by the Tenderer as well as all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the language stipulated in the <b>TDS</b> . Supporting documents and printed literature furnished by the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.
<b>11. Documents Constituting the Tender</b>	11.1	The Tender prepared by the Tenderer shall constitute the following components:

		<ul style="list-style-type: none"> <li>a) The Form of Tender (in the format provided in Section V- Tendering Forms);</li> <li>b) Schedules: priced Activity Schedule completed in accordance with <b>ITT 14</b> [Form of Tender and Activity Schedule] and <b>ITT 16</b> [Tender Prices and Discounts];</li> <li>c) Tender security or Tender Securing Declaration in accordance with <b>ITT 19</b> [Tender Security or Tender Securing Declaration];</li> <li>d) Alternative tenders where invited in accordance with <b>ITT 15</b> [Alternative Tender by Tenderers];</li> <li>e) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with <b>ITT 20</b> [Format and Signing of Tender];</li> <li>f) Qualifications: documentary evidence in accordance with <b>ITT 12</b> [Documents Establishing Eligibility and Qualification of the Tenderer] establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;</li> <li>g) Tenderer's Eligibility: documentary evidence in accordance with <b>ITT 12</b> establishing the Tenderer's eligibility to Tender;</li> <li>h) Conformity: documentary evidence in accordance with <b>ITT 13</b> [Documents Establishing Eligibility of Services], that the Services conform to the Tendering document; and</li> <li>i) Any information other than the documents under <b>ITT 11.1(a) – (h)</b> above required to be completed and submitted by Tenderers, as specified in the <b>TDS</b>.</li> </ul>
<b>12. Documents Establishing Eligibility and Qualifications of the Tenderer</b>	12.1	The Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission. The update or confirmation should be provided in Section V [Tendering Forms]
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the <b>Section IV</b> [Qualification and Evaluation Criteria]
	12.4	Tenders submitted by a <b>JVCA</b> shall comply with the

		<p>following requirements, unless otherwise stated in the <b>TDS</b>:</p> <ul style="list-style-type: none"> <li>a) the tender shall include all the information listed in the <b>TDS</b> pursuant to <b>ITT12.3</b> above for each <b>JVCA</b> partner;</li> <li>b) the tender shall be signed so as to be legally binding on all partners;</li> <li>c) one of the partners of the <b>JVCA</b> will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners of the <b>JVCA</b>;</li> <li>d) the partner in charge of the <b>JVCA</b> shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a <b>JVCA</b> and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge of the <b>JVCA</b>;</li> <li>e) all partners of the <b>JVCA</b> shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the tender and in the Agreement (in case of a successful Tender); and a copy of the <b>JVCA</b> agreement entered into by all partners shall be submitted with the tender. Alternatively, a Letter of Intent to execute a <b>JVCA</b> agreement shall be signed by all partners and submitted with the tender, together with a copy of the proposed Agreement; and</li> <li>f) the Tender Securing Declaration as stated in accordance with <b>ITT18</b> [Tender Securing Declaration], and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners of the <b>JVCA</b>.</li> </ul>
	12.5	When tendering for more than one lot or slice under the package arrangements, the Tenderer must provide evidence that he meets or exceeds the sum of all the individual requirements for the slices or lots being tendered as provided in Section IV-Qualification and Evaluation Criteria.
	12.6	In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices/multiple contracts for which the Tenderer meets the criteria as provided in Section IV -Qualification and Evaluation Criteria.
<b>13. Documents Establishing Conformity of Services</b>	13.1	To establish the conformity of the Non-Consultancy Services to the Tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Activity Schedule.

	13.2	Standards for provision of the Non-Consultancy Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the PE's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Activity Schedule
<b>14. Form of Tender and Activity Schedule</b>	14.1	The Form of tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITT 20.3</b> [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested.
<b>15. Alternative Tenders by Tenderers</b>	15.1	Unless otherwise indicated in the <b>TDS</b> , alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the PE.
	15.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the <b>TDS</b> and the method of evaluating different time schedules will be described in Section IV, Qualification and Evaluation Criteria.
	15.3	When specified in the <b>TDS</b> , Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the <b>TDS</b> , as will the method for their evaluation, and described in Section VII, Procuring Entity's Requirements
<b>16. Tender Prices and Discounts</b>	16.1	The Tender Prices and Discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified below.
	16.2	All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
	16.3	The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Tenderer.
	16.4	The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Activity Schedule].
	16.5	The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section VII. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
	16.6	All duties, taxes, and other levies listed in the <b>TDS</b> payable by the Service Provider under the Contract, or for

		any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
	16.7	If provided for in the <b>TDS</b> , the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
	16.8	For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.
	16.9	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the <b>TDS</b> . Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
<b>17. Tender Currencies</b>	17.1	The price shall be quoted by the Tenderer separately in the following currencies: <ul style="list-style-type: none"> <li>a) for those inputs to the Services which the Tenderer expects to provide from within the United Republic of Tanzania, the prices shall be quoted in the Tanzania Shillings, unless otherwise specified in the <b>TDS</b>; and</li> <li>b) for those inputs to the Services which the Tenderer expects to provide from outside the United Republic of Tanzania, the prices shall be quoted in up to any three currencies of any eligible country.</li> </ul>
	17.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in <b>ITT 17.1</b> shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 30.1[Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	17.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
	17.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITT 17.1.

<b>18. Tender Validity Period</b>	18.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the deadline for Tender submission specified in ITT 22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as non-responsive.
	18.2	In exceptional circumstances, prior to expiry of the original Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through TANEPS.
	18.3	The Tender Security provided under ITT 19.1 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
	18.4	A Tenderer agreeing to the request will not be required or permitted to modify its Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 19 [Tender Security or Tender Securing Declaration] in all respects.
	18.5	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
<b>19. Tender Security or Tender Securing Declaration</b>	19.1	Pursuant to <b>ITT 11</b> [Documents Constituting the Tender], unless otherwise specified in the <b>TDS</b> , the Tenderer shall furnish as part of its tender, a Tender Security in original form and in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> in the format provided in Section V-Tendering Forms.
	19.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture or execution of Tender Securing Declaration pursuant to ITT 19.9 and 19.10.
	19.3	<p>The Tender Security shall be denominated in currency of the tender/local currency or in another freely convertible currency, and shall be, at the Tenderer's option, in one of the following forms:</p> <ul style="list-style-type: none"> <li>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or</li> <li>b) a cashier's or certified cheque; or</li> </ul>

		c) another security indicated in the <b>TDS</b> .
	19.4	The Tender security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in Section V – Tendering Forms or another form approved by the PE prior to the Tender submission
	19.5	The tender security or Tender- Securing Declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 [Eligible Tenderers] and ITT11.1 [Documents Constituting the Tender]
	19.6	Any Tender not accompanied by a Tender security or Tender Securing Declaration in accordance with <b>ITT19.1</b> or <b>ITT19.3</b> shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Evaluation of Tenders]..
	19.7	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT 18 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest: <ul style="list-style-type: none"> <li>a) the expiry of the tender security;</li> <li>b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents;</li> <li>c) the rejection by the PE of all tenders;</li> <li>d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted</li> </ul>
	19.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
	19.9	In the case of Tender Security, it shall be forfeited if: <ul style="list-style-type: none"> <li>a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period];</li> <li>b) a Tenderer does not accept the correction of errors pursuant to ITT 29.3 [Correction of Errors]; or</li> <li>c) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance</li> </ul>



		Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].
	19.10	In the case of Tender Securing Declaration, it shall be executed if: <ul style="list-style-type: none"> <li>a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period];</li> <li>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security or Performance Securing Declaration] or fails to sign the contract in accordance with ITT 41 [Signing of Contract]</li> </ul>
	19.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Regulatory Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public tenders during the period of debarment.
<b>20. Format and Signing of Tender</b>	20.1	The Tenderer shall prepare documents constituting the tender as described in ITT 11 [Documents Constituting the Tender].
	20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the names and positions held by each signatory as specified in the <b>TDS</b> .
	20.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to Contract execution if the Tenderer is awarded the Contract.

## D. Submission of Tenders

<b>21. Submission of Tenders</b>	21.1	All tenders shall be submitted through TANePS. Tenders submitted through TANePS shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through TANePS.
	21.2	The tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through TANePS shall be received in full prior to the closing time and the Tenderers shall receive an acknowledgement of receipt of their tenders or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic

		records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
<b>22. Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE through TANEPS in a manner specified under ITT 21.2 [Submission of Tenders] not later than the date and time specified in the TANEPS.
	22.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendments of Tendering Documents], in which case all rights and obligations of the PE and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.
<b>23. Late Tenders</b>	23.1	TANEPS does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT22 [Deadline for Submission of Tenders].
<b>24. Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through TANEPS, provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders prescribed under ITT 22.1 [Deadline for Submission of Tenders]. Tenderer shall receive an acknowledgement of receipt any amendment of its submitted tender through the system.
	24.2	No tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT19.9 [Tender Security or Tender Securing Declaration].
	24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT18.2 [Tender Validity Period] shall result in execution of Tender securing declaration pursuant to ITT19.6 [Tender Security or Tender Securing Declaration].
	24.4	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.

## E. OPENING AND EVALUATION OF TENDERS

<b>25. Opening of Tenders</b>	25.1	The opening shall be done by Tender Opening Committee. The tender opening records shall be made available in the appropriate section of the TANEPS.
	25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the

		appropriate section of TANEPS
	25.3	No tender shall be rejected at tender opening.
<b>26. Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been issued.
	26.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of its Tender.
<b>27. Clarification of Tenders</b>	27.1	In order to assist in the examination, evaluation, and comparison of Tenders, and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	27.2	The request for clarification by the PE shall be communicated through TANEPS and the Tenderer shall respond through TANEPS or through means specified in the TDS.  No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT 29 [Correction of Errors].
<b>28. Preliminary Evaluation of Tenders</b>	28.1	Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in ITT 3;</li> <li>b) has been properly signed;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the Tendering Documents.</li> </ul> The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.
	28.2	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> <li>a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or</li> <li>b) if rectified, would unfairly affect the competitive position of other Tenderers presenting</li> </ul>

		<p>substantially responsive Tenders.</p> <p>For the purpose of this section, the following definitions apply</p> <p>“Deviation” is a departure from the requirements specified in the Tendering Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document</p>
	28.3	The PE will confirm that the documents and information specified under ITT 11 [Documents Constituting the Tender] and ITT 12 [Documents Establishing Eligibility and Qualifications of the Tenderer] have been provided in the Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
	28.4	The PE may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer.
	28.5	Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
	28.6	Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
	28.7	If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity.
	28.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> <li>a) failure to sign the Tender form and price schedules by the authorized person or persons;</li> <li>b) failure to satisfy eligibility requirements;</li> <li>c) failure to submit a Tender Securing Declaration as</li> </ul>

		<p>specified in the tendering documents;</p> <ul style="list-style-type: none"> <li>d) failure to satisfy the tender validity period;</li> <li>e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply;</li> <li>f) failure to comply with minimum experience criteria as specified in the tendering documents;</li> <li>g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award;</li> <li>h) inability to accept the price adjustment formulae of the tendering documents;</li> <li>i) stipulating price adjustment when fixed price tenders were invited;</li> <li>j) subcontracting in a substantially different amount or manner than that permitted; and</li> <li>k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.</li> </ul>
	28.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <ul style="list-style-type: none"> <li>a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable;</li> <li>b) failure to quote for a major item in the package;</li> <li>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended;</li> <li>d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.</li> </ul>
<b>29. Correction of Errors</b>	29.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the evaluation committee as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit</li> </ul>

		<p>price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	29.2	The amount stated in the Tender will be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited.
<b>30. Conversion to Single Currency</b>	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the various currencies in which they are payable to Tanzania Shilling at the selling exchange rate established for similar transactions by the Bank of Tanzania prevailing on the date of opening.
<b>31. Technical Evaluation and Comparison of Tenders</b>	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive pursuant to ITT 28 [Preliminary Evaluation of Tenders].
	31.2	The PE shall use the criteria and methodologies listed in this ITT and Section IV, Qualification and Evaluation Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the PE shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be substantially responsive to the Tendering document; and the lowest evaluated cost.
	31.3	<p>In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:</p> <p>a) price adjustment for correction of arithmetic errors in accordance with ITT29.1 [Correction of Errors];</p> <p>b) price adjustment due to discounts offered in accordance with ITT 16.4 [Tender Prices and Discounts];</p> <p>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 30 [Conversion to Single Currency];</p> <p>d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT28.6</p>

		<p>[Preliminary Evaluation of Tenders].;</p> <p>e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day-work, when requested in the Specifications; and</p> <p>f) the additional evaluation factors specified in Section IV Qualification and Evaluation Criteria.</p>
	31.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.
	31.5	If this Tendering document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV, Qualification and Evaluation Criteria.
<b>32. National Preference</b>	32.1	If so indicated in the <b>TDS</b> , Domestic Tenderer may receive a margin of preference in Tender evaluation, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
	32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV, Qualification and Evaluation Criteria.
	32.3	The PE, in applying margin of preference, shall be guided by Regulation 32 and Seventeenth Schedule of GN 446 of 2013 as amended in 2016 to determine whether or not tenderers are qualified for margin preference.
	32.4	A JVCA between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Ninth Schedule of GN 446 of 2013.
	32.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT19 [Alternative Tenders], and shall be subject to the margin of preference in accordance Section IV [Qualification and Evaluation Criteria]
<b>33. Determination of the Lowest Evaluated Tender</b>	33.1	The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
<b>34. Post-qualification of Tenderer</b>	34.1	After determining the lowest-evaluated tender, if pre-qualification was not undertaken, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in Section IV, Qualification and

		Evaluation Criteria.
	34.2	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> <li>a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract.</li> <li>b) Before rejecting an abnormally low tender, the PE shall request the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal;</li> <li>c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;</li> <li>d) The PE shall incur no liability solely by rejecting abnormally tender; and</li> </ul> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	34.3	<p>The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is eligible and meets the qualifying criteria specified in Section IV: Qualification and Evaluation Criteria.</p>
	34.4	<p>The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 12 [Documents Establishing the Eligibility and Qualification of the Tenderer]. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender</p>
	34.5	<p>Prior to Contract award, the PE will verify that the successful Tenderer (including each member of a JV) is not blacklisted by PPRA due to noncompliance with contractual obligations. The PE will conduct the same verification for each subcontractor proposed by the</p>



		successful Tenderer. If any proposed subcontractor does not meet the requirement, the PE will require the Tenderer to propose a replacement subcontractor
	34.6	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
	34.7	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
	34.8	An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## F. Award of Contract

<b>35. Criteria for Award</b>	35.1	Subject to <b>ITT 34</b> [Post-qualification of a Tenderer] and <b>ITT36</b> [Negotiations], The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of <b>ITT 3</b> [Eligible Tenders];</li> <li>b) qualified to perform the Contract satisfactorily; and</li> <li>c) successful negotiations have been concluded, if any.</li> </ul>
	35.2	If , pursuant to <b>ITT 12.6</b> [Documents Establishing Eligibility and Qualifications of the Tenderer], this Contract is being let on lots basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
<b>36. Negotiations</b>	36.1	Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas: <ul style="list-style-type: none"> <li>a) a minor alteration to the technical details of the statement of requirements;</li> <li>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;</li> <li>c) a minor amendment to the SCC;</li> <li>d) finalizing payment arrangements;</li> </ul>

		<p>e) mobilization arrangements;</p> <p>f) agreeing final delivery or work schedule to accommodate any changes required by the PE;</p> <p>g) the methodology or staffing;</p> <p>h) clarifying details that were not apparent or could not be finalized at the time of tendering; and</p> <p>i) reduction of Tender Price to match the available PEs Estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance ITT 35.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.</p>
	36.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
<b>37. PE's Right to Accept any Tender and to Reject any or all Tenders</b>	37.1	Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Tenderer(s).
	37.2	Notice of the rejection of all Tenders shall be given promptly to all Tenderers that have submitted tenders through TANEPS.
	37.3	The PE shall upon request any Tenderer communicate the grounds for rejection of its Tender(s) but is not obliged to justify those grounds.
<b>38. PE's Right to vary Quantities at the Time of Award</b>	38.1	The PE reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
<b>39. Notification of Award</b>	39.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through TANEPS to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
	39.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through TANEPS, of the award by the PE prior to expiration of the Tender validity period.
	39.3	The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing

		the Performance Security in accordance with ITT 40 [Performance Security or Performance Securing Declaration] and signing the Contract in accordance with ITT41.2 [Signing of Contract].
<b>40. Performance Security or Performance Securing Declaration</b>	40.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the <b>TDS</b> and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	40.2	In the case of Performance Security it shall be in the form specified in the TDS and Conditions of Contract, and shall be in any of the following: <ul style="list-style-type: none"> <li>a) cash, certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;</li> <li>c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Tenderer, bonded by a foreign bank; or</li> <li>d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
	40.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms- Performance Securing Declaration]
	40.4	Failure of the successful Tenderer to comply with the requirements of ITT 40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
<b>41. Signing of Contract</b>	41.1	Promptly after notification of award, PE shall send the successful Tenderer a draft Contract, incorporating all terms and conditions as stipulated in the contract documents.
	41.2	Within fourteen (14) working days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.
	41.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the

		successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to <b>ITT 19.7</b> [Tender Security or Tender Securing Declaration].
<b>42. Advance Payment</b>	42.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the Conditions of Contract, subject to a maximum amount stated in the <b>TDS</b> .
	42.2	The advance payment should be accompanied by Advance Payment Security (Guarantee) in the format provided in Section X- [Contract Forms].
	42.3	For the purpose of receiving the Advance Payment, the Tender shall make and estimate of, and include in its Tender, the expense that will be incurred in order to commence the service. These expenses will relate to the mobilization of equipment, machinery, materials and on the engagement of labor during the first month beginning with the date of the PE's "Notice to commence as specified in the SCC.
<b>43. Adjudicator</b>	43.1	The PE proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b> , plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.
	43.2	The named person as an Adjudicator shall be obtained from a list of approved adjudicators by an Institution(s) named in the <b>TDS</b> .
<b>44. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices</b>	44.1	<p>The Government of Tanzania requires that procuring entities (including beneficiaries of public funds) as well as Tenderers under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the following shall apply:-</p> <p>a) for the purposes of this provision, the terms set forth below are defined as follows:-</p> <p>i) "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>ii) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii) "fraudulent practice" means a</p>

		<p>misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>b) PE will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices in competing for the contract.</p> <p>c) Pursuant to the policy defined in ITT 44.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.</p> <p>d) PPRA will declare a firm to be ineligible, for a period of ten years, to be awarded a public - financed Contract in the United Republic of Tanzania if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing a public – financed Contract.</p>
	44.2	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	44.3	Any communication between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

## G. Review of Procurement Decisions

<b>45. Right to Review</b>	45.	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course
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		of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
<b>46. Time Limit on Review</b>	46.1	The Tenderer shall submit an application for review within Seven (7) Working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
<b>47. Submission of Applications for Review</b>	47.1	Any application for administrative review shall be submitted through TANEPS to the Accounting Officer of a PE at the address shown in the <b>TDS</b> and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the <b>TDS</b> .
	47.2	For PEs with delegated procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through TANEPS to the delegated Accounting Officer with a copy served to the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	47.3	The application for administrative review shall include: <ul style="list-style-type: none"> <li>a) details of the procurement or disposal requirements to which the complaint relates;</li> <li>b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;</li> <li>c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;</li> <li>d) documentary or other evidence supporting the complaint where available;</li> <li>e) Remedies sought; and</li> <li>f) any other information relevant to the complaint.</li> </ul>
	47.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
<b>48. Decision by the Accounting Officer</b>	48.1	The Accounting Officer shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: <ul style="list-style-type: none"> <li>a) whether the application is upheld in whole, in part or rejected;</li> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken.</li> </ul>
	48.2	Where the Accounting Officer does not issue a decision within the time specified in ITT 48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 49.1 [Review by the Public Procurement Appeals Authority] within seven (7) working days after such specified time and upon instituting such

		proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.
<b>49. Review by the Public Procurement Appeals Authority</b>	49.1	<p>Complaints or disputes which,</p> <ul style="list-style-type: none"> <li>a) are not settled within the specified period under ITT48.1 [Decision by the Accounting Officer];</li> <li>b) the Applicant is not satisfied with the decision of the accounting officer; or</li> <li>c) arise after the procurement contract has entered into force pursuant to ITT41 [Signing of Contract],</li> </ul> <p>shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 48.1 [Decision by the Accounting Officer] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT46.1 [Time Limit on Review].</p> <p>The Appeals Authority shall, within forty five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.</p> <p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p>
	49.2	The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the <b>TDS</b> .





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

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

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
<b>Introduction</b>			
1.	<b>Name of the PE</b>	1.1 & 2.1	<i>[insert the name of the PE]</i>
2.	<b>Name of the Tender</b>	1.1 & 2.1	<i>[insert tender number and tender description]</i>
3.	<b>Expected Contract Duration</b>	1.1	Expected Contract Start Date: <i>[insert contract start date]</i> Contract Duration: <i>[ insert contract duration]</i>
4.	<b>Method of procurement</b>	1.2	<i>[insert the method of procurement]</i>
5.	<b>Financial year</b>	2.1	<i>[insert FY]</i>
6.	<b>Financing Institution</b>	2.1	<i>[insert name of financing institution if any]</i>
7.	<b>The loan /credit number</b>	2.1	<i>[insert number if available]</i> <i>[insert name of the financing institution]</i>
8.	<b>Eligible Tenderers</b>	3.1	<i>[insert eligible Tenderers]</i>
9.	<b>Number of JVCA Members</b>	3.1	<i>[insert the maximum number of members in the JVCA OR state that there is no limit.]</i>  <i>Normally there is no need to limit the number unless for very special reasons.</i>
10.	<b>Sub-Contracting Arrangements</b>	3.12	Indicate if Sub-contracting is allowed ( <i>Insert yes or Not Applicable</i> )

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
			<i>PE may in this Section Give the Minimum Eligibility Criteria for the Subcontractors in line with the existing Laws with respect to registration of specialized contractors.</i>
11.	<b>Site Visit and Pre-tender Meeting</b>	6.4	<p>Site visit will be held on [insert date]</p> <p>Pre-tender meeting will take place at..... [Insert venue] on.... [insert date and time] Or</p> <p>If Site visit and Pre-tender meeting shall not be held Indicate [Not Applicable]</p>
12.	<b>Language of the Tender</b>	10.1	[Insert language]
13.	<b>Other required documents</b>	11.1(i)	<p>The Tenderer shall submit the following additional documents in its Tender [list any additional document not already listed in ITB 11.1 that must be submitted with the Bid. The list of additional documents may include the following:]</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Tenderer shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract (if required). The Tenderer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p><i>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</i></p> <p><b>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</b></p> <p><i>[e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan]</i></p> <p><i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i></p>

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
14.	<b>Information to be submitted by JVCA</b>	12.4	Extra information to be submitted by the <b>JVCA</b> other than information required under Clause ITT12.3 [ <i>List down the information/data OTHERWISE indicate Not Applicable</i> ]
15.	<b>Alternative tenders</b>	15.1	[insert “Allowed” or “not allowed”] in this Tender.
16.	<b>Alternative Completion Time</b>	15.2	Alternative time for completion [ <i>indicate if applicable/ or not applicable</i> ]
17.	<b>Technical Alternatives</b>	15.3	[insert “allowed” or “not allowed”] in this Tender.
18.	<b>Duties and taxes to be paid by Service Provider</b>	16.6	List down all duties, taxes and other levies payable by the Service Provider under the Contract a).....b).....c).....  <i>OTHERWISE [indicate Not Applicable]</i>
19.	<b>Price Adjustment</b>	16.7	The price quoted by the Tenderer [ <i>insert “shall” or “Shall not”</i> ] subject to adjustment during the performance of the Contract.
20.	<b>Fixed Budget Tender</b>	16.9	Indicate if the tender is tendered under National, International and Restricted Competitive Tendering on Fixed Budget Method [ <i>Insert Yes or No</i> ]  If yes Indicate the available budget. [ <i>insert the available budget</i> ]  <i>Where Competitive Tendering on Fixed Budget is used the PE should ensure that the Estimated Cost of doing the Non-Consultancy Services (which is the budget in this case) is properly established to reflect the actual cost of doing the Non-Consultancy Services plus a reasonable profit to the Service Provider</i>
21.	<b>Currency of the Tender</b>	17.1	The currency in which the prices shall be quoted shall be [ <i>insert currency(s)</i> ]

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
22.	<b>Tender Validity Period</b>	18.1	The Tender validity period shall be... <i>[specify the number of days of tender validity]</i> days.
23.	<b>Form of Tender Security</b>	19.1	The Tender Securing Declaration is applicable  Or The amount of Tender Security shall be <i>[insert amount in local currency]</i> or an equivalent amount in a freely-convertible currency.  (Delete whichever is not applicable).
24.	<b>Other form of Tender Security</b>	19.3	The Tender Security shall be in the form of: <i>[Insert form of Tender Security]</i>  <i>If Tender Securing Declaration is used [indicate Not Applicable]</i>
25.	<b>Tender authorization documents</b>	20.2	Authorization document(s) shall be <b>[duly notarized Power of Attorney in the format provided in Section V: Tendering Forms and/or [list other acceptable authorization document(s) if any]</b>
26.	<b>Clarification of Tenders</b>	27.2	<i>[indicate means of communication through which Tenderer shall respond to request for clarification during evaluation of tenders]</i>
27.	<b>Domestic Preference</b>	32.1	<i>[Indicate Domestic preference to apply OR Domestic preference not applicable]</i>
28.	<b>Percentage for Increase and Decrease for Quantities</b>	38.1	Percentage for increase or decrease for quantities is <i>[insert percentage]</i> . (This should not exceed 15 percent)
29.	<b>Performance security/Performance Securing Declaration</b>	40.1 & 40.2	<b>(Performance Security/Performance Securing Declaration<sup>1</sup>)</b> shall be applicable – <i>Insert the applicable type of security required.</i>  The Performance Security shall be in the form of: <i>[Insert form of Performance Security]</i>  The amount of Performance Security shall be <i>[insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall</i>

<sup>1</sup> Performance Securing Declaration shall be applicable for Tenders falling under exclusive preference.

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
			<i>be 15% of the contract price]</i>
30.	<b>Advance Payment</b>	42.1	The Advance Payment shall be [ <i>Limited to a maximum of fifteen (15) percent of the Contract Price</i> ].
31.	<b>Adjudicator</b>	43.1	The proposed adjudicator for the assignment is: [ <i>Insert name of the proposed adjudicator</i> ] whose hourly rate shall be [ <i>specify proposed hourly rate</i> ].
32.	<b>Source of the Adjudicator</b>	43.2	The Adjudicator shall be appointed from a List of a Panel of Adjudicator issued by ( <i>Insert the Institution from whom the adjudicator can be obtained</i> ):
33.	<b>Address to submit Copy of complaints</b>	47.1	The address to submit copies of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9 <sup>th</sup> Floor, PSPF Road, P.O. Box 2865, 41104 Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a> Web: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a>
34.	Address to Submit an Appeal to PPAA	48.2	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: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a>  Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>

## **SECTION IV (a): QUALIFICATION AND EVALUATION CRITERIA** *(Following Prequalification)*

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with **ITT 28** and **ITT 31**, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section V (Tendering Forms).

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

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the TZS equivalent using the rate of exchange determined as follows:

- -For annual turnover or financial data for each year Exchange rate prevailing on the last day of the respective calendar year in which the amounts for that year is to be converted.
- -Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the source identified in the **ITT 30.1**. Any error in determining the exchange rates in the Tender may be corrected by the PE

### **1. Margin of Preference**

If a margin of preference shall apply under **ITT 32.1**, the procedure will be as follows as:

A margin of preference of up to 10% (ten percent) shall be granted to local service providers or **JVCA** of local and foreign service providers, in accordance with, and subject to, the following provisions:

- (a) service providers applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether a particular Service Provider or group of service providers qualifies for margin of preference. The tendering documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of tenders to give effect to such preference.
- (b) After tenders have been received and reviewed by the PE, responsive tenders shall be classified into the following groups:
  - i) Group A: Tenders offered by domestic Tenderers and **JVCA** meeting the respective criteria of **ITTs 32.3**;
  - ii) Group B: Tenders offered by **JVCA** of domestic and foreign Tenderers meeting the criteria of **ITT 32.4** above; or
  - iii) Group C: Tenders offered by foreign Tenderers.

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tenders in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further

compared with the lowest evaluated tender from Group A and B. For the purpose of this further comparison only, an amount of applicable margin of preference (from 6 to 10%) of the respective tender price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group C. If **the Tender** from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected

**2. Evaluation**

In addition to the criteria listed in **ITT 31.3(a) – (e)** the following criteria shall apply:

.....  
.....

**2.1 Assessment of Adequacy of Technical Proposal with Requirements**

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Procuring Entity's Requirements.

**2.2 Multiple Contracts**, if permitted under **ITT 31.5**, will be evaluated as follows:

**Award Criteria for Multiple Contracts [ITT 31.5]:**

**Lots**

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be for which they were prequalified.

**Packages**

Tenderers have the option to tender for any one or more packages and for any one or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be for which they were prequalified.

**Qualification Criteria for Multiple Contracts:**

Section 3 below describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b) of Section 3. However, with respect to the specific experience under item 4.2 (a) of Section 3, the PE will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

**(a) For one Contract:**

**Option 1:**

(i) N contract(s), each of minimum value V;

Or

**Option 2:**

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than  $N \times V$ .

**(b) For multiple Contracts**

**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the tenderer has submitted tenders as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has tender for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .



---etc, or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than  $N1 + N2 + N3$  ---but the total value of all such contracts is equal or more than  $N1 \times V1 + N2 \times V2 + N3 \times V3$  ---.

**2.3 Alternative Completion Times**

An alternative Completion Time, if permitted under ITT 15.2, will be evaluated as follows:

.....  
.....  
.....

**2.4 Alternative Technical Solutions for Specified Parts of the Services**

If permitted under ITT 15.3, will be evaluated as follows:

.....  
.....  
.....

**2.5 Sustainable procurement**

[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specifications, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

**3. Qualification**

**3.1 Update of Information**

The Tenderer shall continue to meet the criteria used at the time of prequalification.

**3.2 Specialized Subcontractors**

Only the specialized subcontractors as approved by the PE will be considered. The specialized subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

**3.3 Financial Resources**

Using the relevant Form, FIN-3.1 and FIN-3.3 in Section V, Tendering Forms, 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 sufficient to meet the cash flow requirements estimated as TZS **(insert amount)** for the subject contract(s) net of the Tenderers other commitments

### 3.4 Service Provider’s Representative and Key Personnel

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements: *[Specify requirements for each lot as applicable]*

No.	Position	Total Work Experience (years)	Experience in Similar Non-Consultancy Services (years)
1			
2			
3			
4			
5			
...			

The Tenderer shall provide details of the Service Provider’s Representative and 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.

### 3.5 Equipment

The Tenderer must demonstrate that it has access to the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		
...		

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

## **SECTION IV(b): QUALIFICATION AND EVALUATION CRITERIA** *(Without Prequalification)*

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers if the tendering was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITT 12.2 and ITT 32, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section V (Tendering Forms).

### **1. Margin of Preference**

If a margin of preference shall apply under **ITT 32.1**, the procedure will be as follows as:

A margin of preference of up to 10% (ten percent) shall be granted to local service providers or **JVCA** of local and Foreign service providers, in accordance with, and subject to, the following provisions:

- (a) service providers applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether a particular Service Provider or group of service providers qualifies for margin of preference. The tendering documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of tenders to give effect to such preference.
- (b) After tenders have been received and reviewed by the PE, responsive tenders shall be classified into the following groups:
  - (i) Group A: Tenders offered by domestic Tenderers and **JVCA** meeting the respective criteria of **ITTs 32.3**;
  - (ii) Group B: Tenders offered by **JVCA** of domestic and foreign firms meeting the criteria of **ITT 32.4** above; or
  - (iii) Group C: Tenders offered by foreign service providers.

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tenders in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B. For the purpose of this further comparison only, an amount of applicable margin of preference (from 6 to 10%) of the respective tender price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group C. If **the Tender** from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected

## 2. Evaluation

In addition to the criteria listed in ITT 31.3 (a) – (e) the following criteria shall apply:

### 2.1 Adequacy of Technical Requirement

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its tender regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII –Activity Schedule.

### 2.2 Multiple Contracts

Pursuant to Sub-Clause 31.5 of the Instructions to Tenderers, if Non-Consultancy Services are grouped in multiple contracts, evaluation will be as follows:

#### **Award Criteria for Multiple Contracts [ITT 31.5]:**

##### **Lots**

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

##### **Packages**

Tenderers have the option to tender for any one or more packages and for any one or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

#### **Qualification Criteria for Multiple Contracts:**

Section 3 below describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b) of Section 3. However, with respect to the specific experience under item 4.2 (a) of Section 3, the PE will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

##### **(a) For one Contract:**

###### **Option 1:**

(i) N contract(s), each of minimum value V;

Or

**Option 2:**

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than  $N \times V$ .

**(b) For multiple Contracts**

**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the tenderer has submitted tenders as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has tender for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .

----etc, or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than  $N1 + N2 + N3$  ---but the total value of all such contracts is equal or more than  $N1 \times V1 + N2 \times V2 + N3 \times V3$  +---.

**2.3 Alternative Completion Times**

An alternative Completion Time, if permitted under ITT 15.2, will be evaluated as follows:

.....  
.....  
.....

**2.4 Alternative Technical Solutions for Specified Parts of the Services**

If permitted under ITT 15.3, will be evaluated as follows:

.....  
.....  
.....

**2.5 Sustainable procurement**

[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specifications, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements].

**2.6 Specialized Subcontractors**

Only the specific experience of sub-contractors for specialized services permitted by the PE will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

.....  
.....

**3. Qualification**

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>1.0. Eligibility</b>							
1.1	Nationality	Nationality in accordance with ITT3.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT3.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.3	Not declared ineligible	Not having been declared ineligible as described in ITT3.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.4	Government Owned Entity	Meets conditions of ITT3.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
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
<b>2.0. Historical Contract Non-Performance</b>							
2.1	History of Non-Performing Contracts	Non-performance of a contract <sup>2</sup> did not occur as a result of Service Provider default since 1 <sup>st</sup> January [ <i>Insert year</i> ].	Must meet requirement <sup>1,2</sup>	Must meet requirements	Must meet requirement <sup>3</sup>	N/A	Form CON-2
2.2	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(e)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Form
2.3	Pending Litigation	Tenderer's financial position and prospective long term profitability	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>2</sup>Non performance, as decided by the PE, shall include all contracts where (a) non performance was not challenged by the service provider, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the service provider. Non performance shall not include contracts where PEs decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation 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.

<sup>3</sup> This requirement also applies to contracts executed by the Tenderer as **JVCA** member.

Section IV – Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer <sup>4</sup> since 1 <sup>st</sup> January <i>[insert year]</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Compliance with Statutory Requirements	No consistent history by the Tenderer <sup>5</sup> of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements since 1 <sup>st</sup> January <i>[insert year]</i>	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
<b>3.0. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as TZS (for the subject contract(s) net of the Tenderers other commitments (ii) The Tenderers shall also demonstrate, to the satisfaction of the PE, that it has adequate sources of finance to meet the cash flow requirements on services currently in progress and for future contract commitments. (iii) The audited balance sheets or other financial statements acceptable	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
			Must meet requirement	Must meet requirement	N/A	N/A	

<sup>4</sup>The Tenderer shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

<sup>5</sup> 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.



Section IV – Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		to the PE, for the last ( <i>insert number of years</i> ) __years shall be submitted and must demonstrate the current soundness of the Tenderer’s financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	<b>Average Annual Volume of Services</b>	Minimum average annual volume Services of TZS ( <i>insert the amount</i> ) calculated as total certified payments received for contracts in progress and/or completed within the last ( <i>insert number of years</i> ) years, divided by ( <i>insert number of years</i> ) _years	Must meet requirement	Must meet requirement	Must meet _____%, _____of the requirement	Must meet _____%, _____of the requirement	Form FIN – 3.2
3.3	<b>Current Commitments</b>	The Service Provider 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 CCC
<b>4.0 Experience</b>							
4.1 (a)	<b>General Experience in Similar Non-Consultancy Services</b>	Experience under Non-Consultancy contracts of similar nature and volume in the role of prime service provider, <b>JVCA</b> member, or sub-contractor for at least the last ( <i>insert number of years</i> ) _years, starting 1 <sup>st</sup> January [ <i>insert year</i> ] _____.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Non-Consultancy Experience</b>	(i) A minimum number of similar <sup>6</sup> contracts specified below that have been satisfactorily and substantially <sup>7</sup> completed as a prime Service Provider, <b>JVCA</b> member <sup>8</sup> , or	Must meet requirement	Must meet requirement <sup>9</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>6</sup>The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Activity Schedule. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>7</sup> Substantial completion shall be based on 80% or more services completed under the contract.

<sup>8</sup> For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer’s share, by value, shall be considered to meet this requirement.

Section IV – Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>sub-contractor between 1<sup>st</sup> January [insert year] and application submission deadline: (i) N (insert number of contracts) contracts, each of minimum value V [insert value]; Or (ii) Less than or equal to N [insert number of contracts] contracts, each of minimum value V [insert value]; but with total value of all contracts equal or more than N x V; [insert values of N &amp; V, delete (ii) above if not applicable]. [In case the Non-Consultancy Services are to be tendered as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITT 31.5]</p>					
		<p>[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized Non-Consultancy Services:] “(ii) For the following specialized Non-Consultancy Services the PE permits specialized sub-contractors as per ITT 3.11”</p>	<p>“Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)”</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>“Must meet requirement (Requirement can be met through a Specialized Sub-contractor)”</p>	
4.2 (b)	<b>Specific Experience in managing ES aspects</b>	<p>For contracts [substantially completed and under implementation] as prime Service Provider, <b>JVCA</b> member, or Subcontractor between 1st January [insert year] and Application submission deadline,</p>	<p>Must meet requirements</p>	<p>Must meet requirements</p>	<p>Must meet the following requirements: [list key requirements to</p>	<p>Must meet the following requirements: [list key requirements to</p>	<p>Form EXP – 4.2 (b)</p>

<sup>9</sup> In the case of **JVCA**, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the **JVCA** meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Section IV – Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		experience in managing ES risks and impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>			<i>be met by each member otherwise state: "N/A"]</i>	<i>be met by one member otherwise state: "N/A"]</i>	

### 3.5 Key Personnel

The Tenderer must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specifications.

The Tenderer shall provide details of the 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 IV, Tendering Forms.

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1			
2	...		
3		e.g., degree in relevant environmental subject	e.g. [years] working on Non-Consultancy Services in similar work environments
4			
5			
6	[add others as appropriate]		

### 3.6. Equipment

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

*[Specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

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

## SECTION V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tender. 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 Submitted with the Tender	
		Yes	No
	Form of Tender		
	Tender Securing Declaration		
	Tender Security (Bank Guarantee)		
	Form of Tender Security (Tender Bond)		
	Special Power of Attorney		
	<b>Technical Submission Forms</b>		
	The Priced Activity Schedule		
Form PER -1	Key Personnel Schedule		
Form PER-2:	Resume and Declaration- Key Personnel		
	Equipment		
	Method Statement		
	ES Management Strategies and Implementation Plans		
	Code of Conduct for Service Provider’s Personnel Form (ES)		
	Work Plan		
	Others - Time Schedule <i>(to be used by Tenderer when alternative Time for Completion is invited)</i>		
	Tenderer’s Qualification		
Form ELI -1.1:	Tenderer Information Form		

Form Name	Description	Check if Submitted with the Tender	
		Yes	No
Form ELI -1.2:	Information Form for JVCA Tenderers		
Form INTEG-	Undertaking By Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme		
Form CON – 2:	Historical Contract Non-Performance, Pending Litigation and Litigation History, and Conformance to Statutory Requirements		
Form CCC:	Current Contract Commitments / Non-Consultancy Services in Progress		
Form FIN – 3.1:	Financial Situation and Performance		
Form FIN – 3.2	Average Annual Turnover for Non-Consultancy Services		
Form FIN – 3.3:	Current Contract Commitments / Non-Consultancy Services in Progress		
Form EXP – 4.1:	General Non-Consultancy Experience		
Form EXP–4.2(a):	Specific Experience on Non-Consultancy Services		
Form EXP - 4.2(b)	Specific Experience in Managing ES aspects		

## Form of Tender

(In the letterhead of the Tenderer)

[date]

To: [name and address of Procuring Entity]

We **[insert name of tenderer]**, offer to execute the **[name and identification number of contract]** in accordance with the Conditions of Contract accompanying this tender for the Contract Price of **[amount in numbers], [amount in words] [name of currency]**.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equal <b>[insert local]</b>	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:-

Amount	Currency
(a)	
(b)	

The discounts offered and the methodology for their application are:

- (i) The discounts offered are: **[Specify in detail each discount offered.]**
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts];**

We accept the appointment of **[name proposed in Tender Data Sheet]** as the adjudicator.

[or]

We do not accept the appointment of **[name proposed in TDS]** as the Adjudicator, and propose instead that **[name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

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.

With reference to ITT 3.11, it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or service providers for any part of the Contract has not been declared ineligible by Public Procurement Regulatory Authority.

The following commissions or gratuities or fees have been paid or are to be paid by us to agents relating to this tender, and to Contract execution if we are awarded the Contract: -

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

*(if none has been paid or is to be paid, state "none")*

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

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering Documents and specified in the **TDS**.

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

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

Name of Tenderer: \_\_\_\_\_

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



## Special Power of Attorney<sup>10</sup>

**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*]

---

<sup>10</sup> **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

.....  
**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**

## 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 PE]*

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 any Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender; or
- (c) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

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

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

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

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

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

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

## 1 Tender Security (Bank Guarantee)

*[If required, the **Bank/Tenderer** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

\_\_\_\_\_  
*[insert bank's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of Procuring Entity]* **Date:** *[insert date]*

**TENDER GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

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

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* (*[insert 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:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- (c) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (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 ITB.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight days (28) after the expiration of the Tenderer's Tender.

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

\_\_\_\_\_  
*[signature(s) of authorized representative(s)]*

## 2 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 Purchaser”) 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 Purchaser 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:

- (a) 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
- (b) refuses to accept the correction of its Tender by the Purchaser pursuant to **ITT**
- (c) having been notified of the acceptance of its Tender by the Purchaser 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 Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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)**

### **3 Technical Submission Forms**

- Schedule Forms
- Key Personnel Schedule
- Equipment
- Method Statement
- Mobilization Schedule
- Service Schedule
- ES Management Strategies and Implementation Plans
- Others

## Schedule Forms

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consultancy Services specified in the Procuring Entity's Requirements.]*

**The Priced Activity Schedule**

Currencies in accordance with ITT 17

Date: \_\_\_\_\_  
 Tender No: \_\_\_\_\_  
 Alternative No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
<b>Total Tender Price</b>						

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*



## Form PER -1

### Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### **Key Personnel**

<b>1.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

## Form PER-2: Resume and Declaration- Key Personnel

<b>Name of Tenderer</b>
-------------------------

<b>Position [#1]: [title of position from Form PER-1]</b>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name:</b></td> <td style="width: 20%; padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone:</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

### Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) lead to my disqualification from participating in the Tender;
- (c) lead to my dismissal from the contract.

**Name of Key Personnel:** *[insert name]*

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

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

**Countersignature of authorized representative of the Tenderer:**

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

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

## Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key 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. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>	
<b>Equipment Information</b>	<b>Name of manufacturer,</b>
	<b>Capacity*</b>
	<b>Model and power rating</b>
	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

The following information shall be provided only for equipment not owned by the Tenderer.

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

## Method Statement

*[ **Note to the PE:** Include the following if applicable in accordance with the Tender Data Sheet 12.1 (i); modify as appropriate]*

*The Tenderer shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITT 12.1 (i) of 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 Service Provider, 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 Activity Schedule in Section VII.]*

## **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) if required by ITT 11.1 (i) of 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 Service Provider, 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 Non-Consultancy Services Requirements in Section VII.

### Code of Conduct for Service Provider's Personnel Form (ES)

**Note to the Employer:**

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

***(Delete this Box prior to issuance of the Tendering documents)***

**Note to the Tenderer:**

**The minimum content of the Code of Conduct form as set out by the Employer 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.

### CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [enter name of Service Provider]. We have signed a contract with [enter name of Employer] for [enter description of the Services]. The Services will be carried out at [enter the locations in the Employer's country where the Services are required, as applicable]. Our contract requires us to implement measures to address *environmental and social risks* [**Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [**Note to Employer:** *depending on the nature of the contract and assessed risks, this may be replaced with social risks*] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

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**

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall-

- (a) carry out his/her duties competently and diligently;
- (b) 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 Service Provider's Personnel and any other person;
- (c) maintain a safe working environment including by:
  - (i) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - (ii) wearing required personal protective equipment;
  - (iii) using appropriate measures relating to chemical, physical and biological substances and agents; and
  - (iv) following applicable emergency operating procedures.
- (d) 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;
- (e) treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
- (f) 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 Service Provider's or Employer's Personnel;
- (g) 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;
- (h) not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- (i) not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- (j) 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);
- (k) report violations of this Code of Conduct; and
- (l) not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider'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:



- (a) contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
- (b) call [ ] to reach the Service Provider'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 Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**FOR SERVICE PROVIDER'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 Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name]

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

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

Counter signature of authorized representative of the Service Provider:

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) A Service Provider'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.
- (b) A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- (c) A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- (d) A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- (e) A Service Provider'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.

(2) **Examples of sexual harassment in a work context**

- (a) A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- (b) When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- (c) Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- (d) A Service Provider's Personnel tells another Service Provider'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.

## **Work Plan**

## **Others - Time Schedule**

*(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)*

## Tenderer's Qualification

To establish its qualifications to perform the contract in accordance with Section IV (Qualification and Evaluation Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder

### Form ELI -1.1: Tenderer Information Form

Date: \_\_\_\_\_  
Tender No. and Title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

Tenderer's name:
In case of Joint Venture ( <b>JVCA</b> ), name of each member:
Tenderer's country of registration: <i>[indicate country of Constitution]</i>
Tenderer's year of incorporation:
Tenderer's legal address:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, Income Tax Clearance and Business Licence in accordance with ITT 3.1. <input type="checkbox"/> In case of <b>JVCA</b> , letter of intent to form <b>JVCA</b> or <b>JVCA</b> agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT 3.8 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not dependent agency of the Employer</li></ul>
2. Included are the organizational chart, a list of Board of Directors.

## Form ELI -1.2: Information Form for JVCA Tenderers

(to be completed for each member of Joint Venture)

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

Tender No. and Title: \_\_\_\_\_

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

Tenderer's Joint Venture name:
<b>JVCA</b> member's name:
<b>JVCA</b> member's country of registration:
<b>JVCA</b> member's year of constitution:
<b>JVCA</b> member's legal address in country of constitution:
<b>JVCA</b> member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, Income Tax Clearance and Business Licence in accordance with ITT 3.1 <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT 3.8.
2. Included are the organizational chart, a list of Board of Directors.

## **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 relatives 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<sup>1</sup>.

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

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

Name of Tenderer: \_\_\_\_\_

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

---

<sup>1</sup> 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

**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<sup>2</sup> - 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: \_\_\_\_\_

---

<sup>2</sup> <sup>2</sup>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



## Form CON – 2:

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

Tenderer's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Tender No. and Title: : \_\_\_\_\_

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

Non-Performed Contracts in accordance with Section IV, Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount in TZS
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section IV, Qualification and Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount

		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			
<input type="checkbox"/> No Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Service Provider"]</i>  Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<input type="checkbox"/> Proof of Payment of Taxes since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5 <input type="checkbox"/> Proof of Payment of Social Security Contributions since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5. <input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.			
Payment of Taxes	<i>[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.</i>		
Social Security Contributions	<i>[Provide a certified copy of Social Security Contributions for the specified Period]</i>		
History of Employment Related Cases	1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i>  <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>		

## Form FIN – 3.1: Financial Situation and Performance

Tenderer's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Tender No. and Title: \_\_\_\_\_

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

### (d) Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, TZS)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on Non-Consultancy Services currently in progress and for future contract commitments.

No.	Source of finance	Amount (TZS)
1		
2		
3		

**2. Financial documents**

The Tenderer and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section IV, Qualifications and Evaluation Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of **JVCA** member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>3</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>3</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of tender, the reason for this should be justified.

## Form FIN – 3.2: Average Annual Turnover for Non-Consultancy Services

Tenderer's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Tender No. and Title: \_\_\_\_\_

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

		<b>Annual turnover data (Non-Consultancy Services only)</b>	
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>TZS equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

\* See Section IV, Qualification and Evaluation Criteria, Sub-Factor 3.2.

## Form FIN 3.3: Current Contract Commitments / Non-Consultancy Services 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 Non-Consultancy Services TZS	Estimated completion date	Average monthly invoicing over last six months (TZS/month)
1.				
2.				
3.				
4.				
5.				
etc.				







## Form EXP – 4.1: General Non-Consultancy Experience

Tenderer's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Tender No. and Title: \_\_\_\_\_

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

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Non-Consultancy Services performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Non-Consultancy Services performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Non-Consultancy Services performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

## Form EXP-4.2(a): Specific Experience on Non-Consultancy Services

Tenderer's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Tender No. and Title: \_\_\_\_\_

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

Similar Contract No.	Information		
Contract Identification			
Award date			
Completion date			
For Non-completed Projects?			
Role in Contract	Prime Service Provider <input type="checkbox"/>	Member in <b>JVCA</b> <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			TZS *
If member in a <b>JVCA</b> or sub-contractor, specify participation in total Contract amount			*
Employer's Name:			
Address:			
Telephone/fax number			
E-mail:			

## Form EXP - 4.2(b): Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Tenderer, and each member of a JVCA]*

Tenderer's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Tenderer's JVCA Member Name: \_\_\_\_\_  
 Tender No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification			
Award date			
Completion date			
Role in Contract	Prime Service Provider <input type="checkbox"/>	Member in JVCA <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			TZS
Details of relevant experience			

2. Key Requirement no 2 in accordance with 4.2 (b): \_\_\_\_\_

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

## SECTION VI: ELIGIBLE COUNTRIES

### **Tender No. and Title:**

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 - ACTIVITY SCHEDULE

### Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

### Day-work Schedule

A Day-work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the Tenderers, the Day-work Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic Day-work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a Day-work basis.
- (b) Nominal quantities for each item of Day-work, to be priced by each Tenderer at Day-work rates as Bid. The rate to be entered by the Tenderer against each basic Day-work item should include the Service Provider's profit, overheads, supervision, and other charges.

### Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist Service Providers, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

*These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the Tendering document. They should not be included in the final documents.*

## **Performance Specifications and Drawings**

**(Describe Outputs and Performances, rather than Inputs, wherever possible)**

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted 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 goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. Most specifications are normally written specially by the Employer to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Any applicable environmental and social requirements shall be specified. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the specifications.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

*If technical alternatives for parts of the Services are permitted in the Tendering document, these parts shall be described in this Section.*

*These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Tendering document.*

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS



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

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## A. General Provisions

<b>1. Definitions</b>	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) The <b>Adjudicator</b> is the person appointed by the parties as specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in <b>General Conditions of the Contract (GCC)</b> 59 hereunder.</li> <li>(b) <b>“Activity Schedule”</b> is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;</li> <li>(c) The <b>“Arbitrator”</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes</li> <li>(d) <b>“completion date”</b> means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>(e) <b>“the Contract”</b> the agreement entered into between the Procuring Entity and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</li> <li>(f) The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</li> <li>(g) <b>“days”</b> means calendar days;</li> <li>(h) <b>“corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</li> <li>(i) <b>“coercive practice”</b> means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</li> <li>(j) <b>“Day-works”</b> means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;</li> <li>(k) <b>“Employer”</b> means the party who employs the Service Provider and as specified in the <b>SCC</b>;</li> <li>(l) <b>“Foreign Currency”</b> means any currency other than</li> </ul>
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	<p>Tanzanian Shilling;</p> <p>(m) <b>“force majeure”</b> means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances;</p> <p>(n) <b>“fraudulent practice”</b> means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(o) <b>“GCC”</b> means these General Conditions of Contract;</p> <p>(p) <b>“Government”</b> means the Government of Tanzania;</p> <p>(q) <b>“Local Currency”</b> means the currency of the United Republic of Tanzania;</p> <p>(r) <b>“Member,”</b> in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the Entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>(s) <b>“Party”</b> means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(t) <b>“personnel”</b> means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(u) <b>“Service Provider”</b> is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the <b>SCC</b>;</p> <p>(v) <b>“Service Provider’s Tender”</b> means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>(w) <b>“SCC”</b> means the Special Conditions of Contract by which the <b>GCC</b> may be amended or supplemented;</p> <p>(x) <b>“specifications”</b> means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>(y) <b>“services”</b> means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Tender.</p>
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		<p>(z) <b>“Sexual Exploitation and Abuse”</b> “(SEA)” means the following:</p> <p><b>Sexual Exploitation</b> is defined as 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;</p> <p><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(aa) <b>“Sexual Harassment”</b> “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;</p> <p>(bb) <b>“Subcontractor”</b> means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 8.1.</p> <p>(cc) <b>“Site”</b> means the place(s) named in <b>SCC</b>.</p> <p>(dd) <b>“obstructive practice”</b> means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>(ee) <b>“value engineering”</b> is a systematic and organized approach to provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.</p>
<p><b>2. Applicable Law and Interpretation</b></p>	<p>2.1</p>	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in <b>SCC</b>.</p>
	<p>2.2</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
	<p>2.3</p>	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under</p>

		the language of the Contract unless specifically defined.
	2.4	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement; b) Letter of Acceptance; c) Minutes of Negotiations; d) Form of Tender; e) Special Conditions of Contract; f) General Conditions of Contract; g) Specifications; h) Drawings/Maps; i) Activity Schedule j) Any other document listed in the <b>SCC</b> as forming part of the Contract.
<b>3. Conditions Precedent</b>	3.1	Having signed the Contract, it shall come into effect on Service Provider fulfilling the conditions precedent specified in the <b>SCC</b> .
	3.2	If the Conditions precedent stipulated on <b>GCC</b> 3.1 is not met by the date specified in the <b>SCC</b> this contract shall not come into effect.
	3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
<b>4. Governing Language</b>	4.1	The language of the Contract and the law governing the Contract are stated in the <b>SCC</b> .
<b>5. Notices</b>	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or emails, to such Party at the address specified in the <b>SCC</b> .
<b>6. Location</b>	6.1	The Services shall be performed at such locations as are specified in Appendix A to this Contract, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
<b>7. Authorized Representatives</b>	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by

		the officials specified in the <b>SCC</b> .
<b>8. Subcontracting</b>	8.1	The Service Provider may subcontract with the approval of the Employer's Representative but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
<b>9. Other Service Providers</b>	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the <b>SCC</b> . The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers and shall notify the Service Provider of any such modification.
<b>10. Taxes and Duties</b>	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**B. Commencement, Completion, Modification, and Termination of Contract**

<b>11. Effectiveness of Contract</b>	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the <b>SCC</b> .
<b>12. Commencement of Services</b>	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the <b>SCC</b> .
<b>13. Intended Completion Date</b>	13.1	Unless terminated earlier pursuant to GCC 17, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the <b>SCC</b> . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 29. In this case, the Completion Date will be the date of completion of all activities.
<b>14. Modification</b>	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
<b>15. Value</b>	15.1	If specified in the <b>SCC</b> , The Service Provider may prepare, at its own cost, a value engineering proposal at any time during



<b>Engineering</b>		<p>the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> <li>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and</li> <li>(c) a description of any effect(s) of the change on performance/functionality.</li> </ul>
	15.2	<p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerates the delivery period; or</li> <li>(b) reduces the Contract Price or the life cycle costs to the Employer; or</li> <li>(c) improves the quality, efficiency, safety or sustainability of the services; or</li> <li>(d) yields any other benefits to the Employer,</li> </ul> <p>Without compromising the necessary functions of the Services.</p>
	15.3	<p>If the value engineering proposal is approved by the Employer and results in:</p> <ul style="list-style-type: none"> <li>(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the <b>SCC</b> of the reduction in the Contract Price; or</li> <li>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in 15.2 above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.</li> </ul>
<b>16. Force Majeure</b>	16.1	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
	16.2	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>

	16.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
	16.4	Payments shall be made promptly by the Employer, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Employer makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
<b>17. Termination by the Employer</b>	17.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause and sixty (60) days in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication;</li> <li>b) if the Service Provider become insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</li> <li>d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing the Contract.</li> <li>e) if the Service Provider does not maintain a Performance Security in accordance with GCC 30 [Performance Security];</li> <li>f) if the Employer, in its sole discretion, decides to terminate this Contract.</li> </ul>
<b>18. Termination by the Service Provider</b>	18.1	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none"> <li>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider</li> </ul>

		<p>that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
<b>19. Payment upon Termination</b>	19.1	<p>Upon termination of this Contract pursuant to GCC 17.1 or 18.1, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 52 [Terms and Conditions of Payment] for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 17.1 [Termination by the Employer], reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>

**C. Obligations of the Service Provider**

<b>20. General</b>	20.1	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
	20.2	The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 24 [Protection of the Environment].
	20.3	The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
<b>21. Conflict of Interests</b>	21.1	The remuneration of the Service Providers pursuant to GCC 49 [Lumpsum Remuneration] shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	21.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its

		affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	21.3	<p>Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the <b>SCC</b>.</p>
<b>22. Confidentiality</b>	22.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
<b>23. Insurance to be Taken out by the Service Providers</b>	23.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the <b>SCC</b> ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>24. Protection of the environment</b>	24.1	As applicable, the Service Provider shall take all necessary measures to: protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.
	24.2	The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.
	24.3	In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as

		practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.
<b>25. Health and Safety</b>	25.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Personnel employed for the execution of Services at the locations where the Services are executed.
	25.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Service Provider shall conduct an HIV-AIDS awareness programme and shall take other such measures as specified in the <b>SCC</b> to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
	25.5	If <b>required in the SCC</b> , the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.
	25.6	The health and safety manual shall set out any applicable health and safety requirement under the Contract, which may include:  (a) the procedures to establish and maintain a safe working environment;  (b) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);  (c) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,  (d) the measures to be implemented to avoid or minimize the spread of communicable diseases; and  (e) any other requirements stated in the Employer's Requirements.
<b>26. Service</b>	26.1	The Service Provider shall obtain the Employer's prior approval

<p><b>Providers’ Actions Requiring Employer’s Prior Approval</b></p>		<p>in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</li> <li>(c) changing the Program of activities; and</li> <li>(d) any other action that may be specified in the <b>SCC</b>.</li> </ul>
	26.2	<p>Submission by the Service Provider for the Employer’s approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.</p>
<p><b>27. Reporting Obligations</b></p>	27.1	<p>The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
	27.2	<p>If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.</p>
	27.3	<p>The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer’s country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p>
	27.4	<p>The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s, its Subcontractors’ and suppliers’ Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.</p>

	27.5	The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.
<b>28. Documents Prepared by the Service Providers to be the Property of the Employer</b>	28.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the <b>SCC</b> .
<b>29. Lack of performance penalty</b>	29.1	If the Service Provider does not provide services to the required service levels, a penalty for lack of performance will be paid by the Service Provider as <b>specified in the SCC</b> .
<b>30. Performance Security</b>	30.1	The Service Provider shall provide the Performance Securing Declaration or Performance Security (as the case may be) to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the <b>SCC</b> .
	30.2	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.
	30.3	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Services, and in the event the Service Provider failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
<b>31. Sustainable Procurement</b>	31.1	The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the <b>SCC</b> .
<b>32. Code of Conduct</b>	32.1	The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations where the Services are provided.
	32.2	The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in

		such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
	32.3	The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people by the services. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.
	32.4	The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.
<b>33. Training of Service Provider's Personnel</b>	33.1	The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.
	33.2	As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.
	33.3	The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.
<b>34. Security of the Site</b>	34.1	Unless stated otherwise <b>in the SCC</b> , the Service Provider shall be responsible for the security at the locations where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
	34.2	If required in <b>the SCC</b> , prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the Site(s) where the Services are executed.
	34.3	In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.
	34.4	The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train



		the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.
	34.5	The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.
<b>35. Cultural Heritage Findings</b>	35.1	All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations where the Services are carried out shall be placed under the care and custody of the Employer.
	35.2	As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

**D. Service Provider's Personnel**

<b>36. Description of Personnel</b>	36.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
<b>37. Engagement of Service Provider's Personnel</b>	37.1	The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use labor from local community that has the necessary skills.
	37.2	Subject to GCC 46.1 [Assistance and Exemptions], the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services in the United Republic of Tanzania.
	37.3	The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

	37.4	The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel
<b>38. Removal and/or Replacement of Personnel</b>	38.1	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
	38.2	<p>The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</li> <li>(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;</li> <li>(f) has been recruited from the Employer's Personnel;</li> <li>(g) undertakes behavior which breaches the Code of Conduct (ES), as applicable.</li> </ul> <p>As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p>
	38.3	Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of GCC 38.2 above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider's Personnel who engages in 38.2 (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in 38.2(f) above.
	38.4	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
<b>39. Labor Laws</b>	39.1	The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
	39.2	The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

	39.3	The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
<b>40. Rates of Wages and Conditions of Labor</b>	40.1	The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established by an appropriate authority or body for the trade or industry. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.
	40.2	The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes applicable within the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the applicable laws of Tanzania for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.
<b>41. Facilities for Service Provider's Personnel</b>	41.1	The Service Provider shall provide and maintain all necessary accommodation and welfare facilities stated in the <b>SCC</b> for the Service Provider's Personnel employed for the execution of the Contract at the locations where the Services are provided.
	41.2	In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return and burial, unless otherwise specified in the <b>SCC</b> .
<b>42. Workers' Organizations</b>	42.1	In accordance with relevant labor laws in Tanzania which recognize workers' rights to form and to join workers' organizations of their choice and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.
	42.2	Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected

		to fairly represent the workers in the workforce.
<b>43. Non-Discrimination and Equal Opportunity</b>	43.1	The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
	43.2	Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).
<b>44. Forced Labor</b>	44.1	The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
	44.2	No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
<b>45. Child Labor</b>	45.1	The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
	45.2	The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
	45.3	The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the

		age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.
	45.4	<p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>

**E. Obligations of the Employer**

<b>46. Assistance and Exemptions</b>	46.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the <b>SCC</b> .
<b>47. Change in the Applicable Law</b>	47.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 50.1) [Contract Price], as the case may be.
<b>48. Services and Facilities</b>	48.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

**F. Payments to the Service Provider**

<b>49. Lump-Sum Remuneration</b>	49.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC50.1, the Contract Price may only be increased above the amounts stated in GCC 50 if the Parties have agreed to additional payments in accordance with GCC51.1 [Payment for Additional Services, and
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		Performance Incentive Compensation].
<b>50. Contract Price</b>	50.1	Price payable in local currency and in foreign currency (if any) is set forth in the <b>SCC</b> .
<b>51. Payment for Additional Services, and Performance Incentive Compensation</b>	51.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 14, a breakdown of the lump-sum price is provided in Appendices D and E.
<b>52. Terms and Conditions of Payment</b>	52.1	Payments will be made to the Service Provider and according to the payment schedule stated in the <b>SCC</b> . Unless otherwise stated in the <b>SCC</b> , advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the <b>SCC</b> . Any other payment shall be made after the conditions listed in the <b>SCC</b> for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
<b>53. Interest on Delayed Payments</b>	53.1	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the <b>SCC</b> , interest shall be paid to the Service Provider for each day of delay at the rate stated in the <b>SCC</b>
<b>54. Price Adjustment</b>	54.1	<p>Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the <b>SCC</b>. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$ <p>Where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p><math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the <b>SCC</b>, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for</p>

		<p>other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p>Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and loc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor <math>Z_o/Z_n</math> will be applied to the respective component factor of <math>P_c</math> for the formula of the relevant currency. <math>Z_o</math> is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and <math>Z_n</math> is the corresponding number of such currency units on the date of the current index.</p>
	54.2	If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
<b>55. Day-works</b>	55.1	If applicable, the Day-work rates in the Service Provider’s Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
	55.2	All work to be paid for as Day-works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 7 [Authorized Representatives] within two days of the Services being performed.
	55.3	The Service Provider shall be paid for Day-works subject to obtaining signed Day-works forms as indicated in GCC 55.2.

**G. Quality Control**

<b>56. Identifying Defects</b>	56.1	The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.
<b>57. Correction of Defects and</b>	57.1	The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability

<b>Lack of Performance Penalty</b>		period shall be extended for as long as Defects remain to be corrected.
	57.2	Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
	57.3	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC 26.3.

**H. Settlement of Disputes**

<b>58. Amicable Settlement</b>	58.1	In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
<b>59. Dispute Settlement</b>	59.1	Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the <b>SCC</b> within 28 days of the notification of disagreement of one party to the other.
	59.2	The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
	59.3	The Adjudicator shall be paid by the hour at the rate specified in the <b>SCC</b> , together with reimbursable expenses of the types specified in the <b>SCC</b> , and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
	59.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the <b>SCC</b> .
	59.5	Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the <b>SCC</b> at the request of either party, within 14 days of receipt of such request.



**SECTION IX: SPECIAL CONDITIONS OF CONTRACT**

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

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General Provisions</b>			
1.	Adjudicator	1.1(a)	The Adjudicator is <i>[insert the name and Address of the proposed Adjudicator]</i>
2.	Appointing Authority for the Arbitrator	1.1(c)	The appointing authority for the Arbitrator is <i>[insert name and address]</i>
3.	Name of Employer	1.1(k)	The Employer is <i>[ insert name]</i>
4.	Name of Service Provider	1.1(u)	The Service Provider is <i>[ insert name]</i>
5.	Site	1.1 (cc)	<i>The Site is[ insert place/location where Services will be rendered]</i>
6.	Applicable Law	2.1	The law that applies to the Contract is the law of <i>[insert name of the country].</i>
7.	Other Documents Forming the Contract	2.4(j)	List other documents that form part of the contract if any: a)..... b)..... c)..... <i>Otherwise State [Not Applicable]</i>
8.	Conditions Precedent	3.1	Conditions Precedent to Contract Effectiveness shall be <i>[List down if any otherwise state Not Applicable]</i>
9.	Date for Meeting Condition Precedent	3.2	Date for meeting condition precedent is <i>[insert date]</i>
10.	Governing Language	4.1	The language is <i>[specify English, Swahili or any other language].</i>
11.	Address for Communication	5. 1	The addresses are: Employer: _____ Attention: _____

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			Email: _____  Service Provider: _____ Attention: _____ Email: _____
12.	Authorized Representative	7.1	The Authorized Representatives are:  For the Employer: _____  For the Service Provider: _____
13.	Other Service Providers	9.1	Schedule of other Service Providers ( <i>insert the list of other providers</i> )
	<b>B. Commencement, Completion, Modification, and Termination of Contract</b>		
14.	Date of Effectiveness of Contract	11.1	The date on which this Contract shall come into effect is <i>[insert date]</i> .
15.	Starting Date	12.2	The Starting Date for the commencement of Services is <i>[insert date]</i> .
16.	Intended Completion Date	13.1	The Intended Completion Date is <i>[insert date]</i> .
17.	Value Engineering	15.1 & 15.3	Value Engineering [ <i>indicate "allowed" or "not allowed"</i> ]  If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be ___% [ <i>insert appropriate percentage. The percentage is normally up to 50%</i> ] of the reduction in the Contract Price.
18.	Interest Rate	16.4	The Interest Rate Payable shall be <i>[insert the interest rate]</i>
19.	<b>C. Obligations of the Service Provider</b>		
20.	Prohibition of Conflicting Activities	21.3 (c)	Give the list of other activities which the Service Providers, subcontractors or their personnel

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			should not engage in: a)..... b)..... c).....e.t.c.
21.	Insurance to be taken out by the Service Providers	23.1	The risks and coverage by insurance shall be:  (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
22.	HIV Awareness Programme	25.4	Other Measures for HIV-AIDS awareness programme to be taken shall be <i>_[insert the measures]</i>
23.	Health and Safety Manual	25.5	[State: "Health and Safety manual is/is not required - <i>delete the option that is not applicable</i> ]
24.	Service Providers' Actions Requiring Employer's Prior Approval	26.1(d)	Other actions requiring the Employer's prior approval are <i>[specify]</i>
25.	Documents Prepared by the Service Providers to be the Property of the Employer	28.1	Restrictions about future use of documents submitted by Service Providers shall be <i>[specify if any]</i>
26.	Lack of Performance Penalty	29.1	Amount to be paid by Service Provider for failure to perform to the required service level

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			<i>[insert percentage of the amount to be deducted to payments due to Service Provider for a given period of Service]</i>
27.	Performance Security/Performance Securing Declaration.	<b>30.1</b>	<p>(Performance Security/ Performance Securing Declaration) is applicable.</p> <p>In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i></p> <p>Performance Security shall be valid for <i>[insert no. of days]</i></p> <p>The amount of Performance Security, as a percentage of the Contract Price shall be <i>[between ten (10) and fifteen (15) percent of the contract price]</i></p>
28.	Sustainable Procurement	<b>31.1</b>	<p>The following sustainable procurement contractual provisions apply</p> <p><i>[insert “ not applicable”] or [insert any applicable sustainable procurement contractual provisions ]</i></p>
29.	Security of the Site	<b>34.1 &amp; 34.2</b>	<p><i>[indicate the person responsible for security of the site other than the Service Provider if any]</i></p> <p>Submission of Security Management Plan: <i>[indicate “required” or “not required”]</i></p>
30.	Facilities and Accommodation to Personnel	<b>41.1</b>	<p>The following facilities and accommodation shall be provided by the Service Provider to the Personnel.</p> <p><i>[Insert any facilities and accommodation to be provided] [Delete if not applicable]</i></p>
31.	Funeral Arrangements	<b>41.2</b>	<i>[indicate a person other than the Service Provider responsible for funeral arrangements or state “not applicable”]</i>
<b>E. Obligations of the Employer</b>			
<b>32.</b>	Assistance and Exemptions	<b>46.1</b>	<b>[Note:</b> List here any assistance or exemptions that the Employer may provide under GCC 27. If there is no such assistance or exemptions, state “not applicable].”

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>F. Payments to the Service Provider</b>			
33.	Contract Price –	50.1	<p>The amount in local currency is <i>[insert amount and currency]</i>.</p> <p>The amount in foreign currency or currencies is <i>[insert amount and currency]</i>.</p>
34.	Terms and Conditions of Payment	52.1	<p>Payments shall be made according to the following schedule:</p> <p><b>[Note:</b> (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) “commencement date” may be replaced with “date of effectiveness;” and (d) if applicable, detail further the nature of the report evidencing performance, as may be required].</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ _____(indicate milestone and/or percentage)_____</li> <li>➤ _____(indicate milestone and/or percentage)_____, and</li> <li>➤ _____(indicate milestone and/or percentage)_____</li> </ul> </li> </ul> <p>Should the certification not be provided, or refused in writing by the Employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to</p>

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			<p>have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The Bank Guarantee shall be released when the advance payment has been fully amortized.</li> <li>• Bank Particulars for payment purposes.....</li> </ul> <p><b>[Note: This sample clause should be specifically drafted for each contract].</b></p>
35.	Interest on Delayed Payments	53.1	<p>Payment shall be made within <i>[number]</i> days of receipt of the invoice and the relevant documents specified in <b>GCC 37</b>, and within <i>[number]</i> days in the case of the final payment.</p> <p><b>[Note: specify, e.g., “twenty eight (28) days,” and, in the case of the last payment, “sixty (60) days”]</b></p> <p>The interest rate is <i>[rate]</i>.</p>
36.	Price Adjustment	54.1	<p>Price adjustment is <i>[(applied) or {not to be applied}]</i> in accordance with GCC 54.</p> <p>The coefficients for adjustment of prices are <i>[The sum of the two coefficients <math>A_c</math>, <math>B_c</math> and <math>C_c</math> should be 1 (one) in the formula for each currency].:</i></p> <p>(a) For local currency:</p> <p style="padding-left: 40px;"><math>A_L</math> is <i>[insert value]</i></p> <p style="padding-left: 40px;"><math>B_L</math> is <i>[insert value]</i></p> <p style="padding-left: 40px;"><math>C_L</math> is <i>[insert value]</i></p> <p style="padding-left: 40px;">LMC and LOC are the index for Labor from <i>{insert source of Labor index}</i></p> <p style="padding-left: 40px;">IMC and IOC are the index for <i>[insert input]</i> from <i>[insert source]</i></p>

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			<p>(b) For foreign currency</p> <p style="padding-left: 40px;"><math>A_F</math> is [ insert value]</p> <p style="padding-left: 40px;"><math>B_F</math> is [ insert value]</p> <p style="padding-left: 40px;"><math>C_F</math> is [ insert value]</p> <p style="padding-left: 40px;">LMC and Loc are the index for Labor from {insert source of Labor index}</p> <p style="padding-left: 40px;">IMC and IOC are the index for [ insert input] from [ insert source]</p>
<b>H. Settlement of Disputes</b>			
37.	<b>Dispute Settlement Payments to the Adjudicator</b>	59.3	<p>Adjudicator shall be paid a rate of [insert amount and currency] per hour of work.</p> <p>The following reimbursable expenses are recognized: [ list expenses]</p>
38.	<b>Arbitration Procedures</b>	59.4	<p>The arbitration procedures of [name of Institution] will be used</p> <p>Place of arbitration shall be [name place of arbitration]</p>
39.	<b>Appointing Authority for new Adjudicator</b>	59.5	<p>The designated Appointing Authority for a new Adjudicator is [ insert name of Authority]</p>

## Appendices

### **Appendix A—Description of the Services**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### **Appendix B—Schedule of Payments and Reporting Requirements**

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **Appendix C—Key Personnel and Subcontractors**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in Tanzania, and staff-months for each.*

*C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside Tanzania.*

*C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

### **Appendix D—Breakdown of Contract Price in Foreign Currency**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

### **Appendix E—Breakdown of Contract Price in Local Currency**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*



**Appendix F—Services and Facilities Provided by the Employer**

**Appendix G- Code of Conduct for Service Provider’s Personnel**

## Appendix H- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Service Provider, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
We:
<input type="checkbox"/> (a) have not been subject to disqualification by PPRA for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (b) are subject to disqualification by PPRA for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (c) had been subject to disqualification by PPRA for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor  
\_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Countersignature of authorized representative of the Contractor:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

## **SECTION X: CONTRACT FORMS**

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

## 1. Notice of Intention to Award a Contract

*[Letter head paper of the PE]*

Ref No: *[insert Ref. No.]*..... Date: .....

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

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER** *[insert No of contract]* **FOR** *[insert description]*

Reference is made to the above subject matter.

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

Your tender was not considered for award of the contract due to the following reasons<sup>14</sup>

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE: .....

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<sup>14</sup> Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

## 2. Letter of Acceptance

*[Letter head paper of the PE]*

*[date]*

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

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

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

Therefore:

- (a) We confirm that *[insert name proposed by the PE in the Tender Data Sheet]* be appointed as Adjudicator;

Or

- (b) We accept that *[insert name proposed by Tenderer]* be appointed as Adjudicator.<sup>15</sup>

Or

- (c) We do not accept that *[insert name proposed by Tenderer]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[insert name of the Appointing Authority]*, to appoint the adjudicator in accordance with ITT 43.1.<sup>16</sup>

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<sup>15</sup>To be used only if the Service Provider disagrees with the Adjudicator proposed by the Employer in the TDS and SCC and has accordingly offered another candidate and the Employer has accepted the counterproposal from the Service Provider.

<sup>16</sup> To be used only if the Employer disagrees with the Adjudicator proposed by the Service Provider in the TDS and SCC..

You are requested to furnish the Performance Securing Declaration or Performance Security<sup>17</sup> within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE .....

**Attachment: Contract Agreement**

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable). , .

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<sup>17</sup> Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under regional exclusive preference.

### 3. Form of Agreement

This AGREEMENT (hereinafter called the "Contract") is made this *[day of the month]* day of *[insert a month]*, *[insert a year]* between, *[insert name and address of Employer]* (hereinafter called the "Employer") of the one part, and *[insert name and address of Service Provider]* (hereinafter called the "Service Provider") of the other part.

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

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

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of *[insert the figures and words and the currency]*;
- (c) the Employer has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) Form of Agreement;
  - b) Letter of Acceptance;
  - c) Minutes of Negotiations if any;
  - d) Form of Tender;
  - e) The Special Conditions of Contract;
  - f) The General Conditions of Contract;

- g) The Priced Activity Schedule;
- h) The Specifications (Statement of Requirements);
- i) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
  - Appendix A: Description of the Services
  - Appendix B: Schedule of Payments
  - Appendix C: Key Personnel and Subcontractors
  - Appendix D: Breakdown of Contract Price in Foreign Currency
  - Appendix E: Breakdown of Contract Price in Local Currency
  - Appendix F: Services and Facilities Provided by the Employer; and
- j) Other relevant document(s): [*List if any.*]

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

**THE PROCURING ENTITY**

**THE SERVICE PROVIDER**

**Name:** .....

**Name:** .....

*(Authorized Representative)*

*(Authorized Representative)*

**Designation:** .....

**Designation:** .....

**Signature:** .....

**Signature:** .....

**Date:** .....

**Date:** .....



**WITNESS**

**WITNESS**

**Name:** ..... **Name:** .....

**Designation:** ..... **Designation:** .....

**Signature:** ..... **Signature:** .....

### Performance Securing Declaration<sup>18</sup>

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

Corporate Seal (where appropriate)

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<sup>18</sup> Used as an alternative performance security for Contracts whose value fall under Regional Exclusive Preference (i.e. TZS 200,000,000/- as per Tenth Schedule of Public Procurement Regulations -GN. No. 446 of 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

## Performance Security

### Option 1: (Bank Guarantee)

*[Guarantor letterhead]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Service Provider, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of the non-Consultancy services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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*[signature(s)]*

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 21.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

## **Performance Security**

### **Option 2: Performance Bond**

*[Guarantor letterhead]*

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

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for *[name of contract and brief description of Non-Consultancy Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Advance Payment Security

**Beneficiary:** *[Insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consultancy Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we *[name of the Bank]*, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the contract because the Applicant has

- a) used the advance payment for purposes other than the costs of mobilization in respect of the Non-Consultancy Services; or
- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition that for any claim and payment under this guarantee to be made, the advance payment referred to above must have been received by the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

*[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and Seal:

Name of Bank/Financial Institution:

Address:

Date:

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

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<sup>2</sup> *Insert the expected completion date as described in GC Clause 21.1. The Employer should note that in the event of an extension of the expected completion date, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*