

UNITED REPUBLIC OF TANZANIA

MINISTRY OF WORKS AND TRANSPORT

TANZANIA PORTS AUTHORITY



TENDER DOCUMENT

FOR

TENDER NO. AE/016/2022-2023/HQ/G/45

FOR

**SUPPLY OF CALENDARS AND DIARIES FOR TANZANIA PORTS
AUTHORITY (TPA) FOR THE YEAR 2023.**

SEPTEMBER, 2022

PART 1 – TENDERING PROCEDURES

TANZANIA PORTS AUTHORITY



Tender No. AE/016/2022-2023/HQ/G/45

For

SUPPLY OF CALENDARS AND DIARIES TO TPA FOR THE YEAR 2023.

INVITATION FOR TENDERS

Date: 20/09/2022

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in Tanzania National Electronic Procurement System (TANePS) through www.taneps.go.tz
2. The Government of Tanzania has set aside funds for the operation of the **Tanzania Ports Authority (TPA)** during the financial year **2022/2023**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Supply of Calendars and Diaries to TPA for the Year 2023**.
3. The **Tanzania Ports Authority (TPA)** now invites tenders from eligible **National Suppliers** for **Supply of Calendars and Diaries to TPA for the Year 2023**.
4. Tendering will be conducted through the **National Competitive Method** 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) in **English Language** may be accessed through TANePS.
6. Tenderers are required to register on the TANePS and pay tender participation fee indicated in the TANePS to be able to participate in this tendering process.

7. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.
8. All tenders must be properly filled in and submitted through TANEPS at or before **14.00 Hrs, Thursday 6th October, 2022**. Tenders will be opened promptly thereafter through TANEPS. Tender opening details will be available to the public through TANEPS.
9. Tenders not received through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

**Plasduce M. Mbossa
DIRECTOR GENERAL
TANZANIA PORTS AUTHORITY**

SECTION II: INSTRUCTION TO TENDERERS (ITT)

Instruction to Tenderers to be used for this Tender shall be the Instruction to Tenderers (ITT) for the Standard Tender Document for Procurement of Goods under National and International Competitive Tendering as prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT. *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
A. Introduction			
1.	Name of Procuring Entity	1.1 & 2.1	Tanzania Ports Authority Bandari Tower- One Stop Centre Plot No.1 /2, Sokoine Drive, P.O. Box 9184, Dar es Salaam,
2.	Subject of Procurement	1.1	Supply of Calendars and Diaries to TPA for the Year 2023.
3.	Period for supply of goods	1.1	45 days from the date of Commencement.
4.	Commencement date and Contract duration:	1.1	Three (3) days from the date of contract Signing and fulfillment of all prerequisite conditions.
5.	Method of procurement	1.2	National Competitive Tendering.
6.	Financial Year	2.1	<i>2022/2023</i>
7.	Name of the Project	2.1	Supply of Calendars and Diaries to TPA for the Year 2023.
8.	Financing Institution	2.1 & 2.2	TPA Own Funds.
9.	Name and Identification number of tender	2.1	<i>AE/016/2022/2023/HQ/G/45</i>
10.	Eligible Tenderers	3.1	All National Capable and Interested Tenderers.
11.	Number of JVCA Members	3.2	NA
12.	Manufacturer's Authorization	4.6	authorization by manufacturer: "NOT APPLICABLE"
B. Preparation of Tenders			
13.	Language of the	10.1	The Language of all correspondences and

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
	Tender		documents related to the Tender is: ENGLISH LANGUAGE
14.	Samples	11.1(b)	Form of sample(s) to be submitted with the Tender are: NOT APPLICABLE.
15.	Additional Documents to be Submitted	11.1 (h)	<p>In addition to the documents stated in ITT 11, the following documents must be included with the Tender [<i>insert: list of documents</i>]</p> <p>Eligibility</p> <ol style="list-style-type: none"> 1. Dully filled and signed Form of Tender in accordance with ITT 14.1- in the format furnished in Section V- Tendering Forms. 2. Dully completed Tender Securing Declaration in accordance with Clause 18 of the Instruction to Tenderers in the format provided in Section V-Tendering Forms. 3. Dully filled in Form of INTEGRITY with attachment- an undertaking on anti – bribery policy/code of conduct and compliance programme in compliance with Item 1.5 of Section IV-Qualification and Evaluation Criteria. 4. Dully completed Power of Attorney in accordance with Clause 20.1 of the Instruction to Tenderers in the format provided in Section V- Tendering Forms. 5. Valid and relevant Business License. 6. VAT and TIN Certificates 7. Certificate of Incorporation. <p>Technical</p> <ol style="list-style-type: none"> 8. Attach Compliance with an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. 9. Attach evidence or proof of having supplied the similar items (Calendars and Diaries) from at least two (2) clients indicating the name of previous clients,

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
			<p>description of items, quantities, contract price, Date of contracts performed and current commitments.</p> <p>10. Audited financial statement for the recent two (2) years with a current ratio of 1:1 or above OR a proven letter from a reputable bank confirming access to credit facility to meet the contractual obligations (the value stated on the letter should be equal or above the proposed tender amount) under this tender.</p>
16.	Submission of Samples	11.2 (a)(iii)	NOT APPLICABLE.
17.	Characteristics of a Sample	11.2 (a)(iv)	NOT APPLICABLE.
18.	Other Procurement Specific Documentation	12.3 (c)	NONE
19.	Spare Parts	12.4	NOT APPLICABLE
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	<p>For goods manufactured from within the United Republic of Tanzania the price quoted shall be _____</p> <p>Cost of Goods, inland transportation, insurance, and other costs incidental to delivery of the goods to final destination.</p>
21.	Price for Goods from Abroad	15.8 (a) (i) & 15.7 (a) 15.8 (b), (c) (optional) 15.7 (d), (e) (optional)	NOT APPLICABLE.
22.	Fixation of Price	15.9	The prices shall be FIXED

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
23.	Fixed Tender Budget	15.11	Indicate if the tender is tendered under National, International and Restricted Competitive Tendering on Fixed Budget Method- YES
24.	Tender validity Period	17.1	The Tender validity period shall be 120 Days .
25.	Tender Security	18.1	Indicate whether Tender Securing Declaration is applicable YES
26.	Form of Tender Security	18.3	The Tender Security shall be in the form of Tender Securing Declaration furnished in the format provided in the tendering document.
27.	Other Forms of Tender Security	18.3 (c)	NONE
28.	Alternative Tenders	19.1	NOT PERMITTED
29.	Alternative Completion Time	19.2	Alternative time for delivery [indicate if applicable/or not applicable] NOT APPLICABLE
30.	Technical Alternatives	19.3	[insert "allowed" or "not allowed"] NOT ALLOWED
31.	Tender authorization documents	20.2	Authorization document(s) shall be duly notarized Power of Attorney in a format provided in Section V: [Tendering Forms] the names and positions held by signatories should be typed below their signatures.
D. Submission of Tenders			
32.	Deadline for Tender submission	22.1	The deadline for Tender submission is a) Day : <i>Thursady</i> b) Date: <i>6th</i> c) Time: <i>14.00 Hrs</i>
E. Opening and Evaluation of Tenders			
33.	Clarification of Tenders	27.2	Through the email of: dpc@ports.go.tz/TANePS
34.	Other Factors for	32.6	The adjustments shall be determined using the

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
	Evaluation		<p>following criteria, from amongst those set out in Section IV, Qualification and Evaluation Criteria and ITT.</p> <p>(a) Deviation in Delivery schedule: Not Permitted</p> <p>(b) Deviation in payment schedule: No Permitted</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Not applicable.</p> <p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid Not applicable</p> <p>(e) the projected operating and maintenance costs during the life of the equipment Not applicable</p> <p>(f) the performance and productivity of the equipment offered; Not Applicable</p> <p>[insert any other specific criteria]</p>

35.	National Preference	33.1	National Preference shall apply YES .
-----	---------------------	------	--

F. Contract Award

36.	Percentage to increase/ decrease at Time of Award	39.1	Percentage for quantity increase or decrease is 15%
37.	Performance Security/Performance Securing Declaration.	41.1	The Supplier shall submit Performance Securing Declaration in the format provided.
38.	Form and Amount of Performance Security	41.2	NOT APPLICABLE
39.	Advance Payment	43.1	NOT APPLICABLE

40.

G. Review of Procurement Decisions

41.	PPRA's Address	47.1	<p>The Address of PPRA to submit a copy of complaints:</p> <p>The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9th Floor, PSPF Road, P.O. Box 2865, 41104 Dodoma, TANZANIA.</p>
-----	----------------	------	--

			<p>Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
42.	PPAA Address	49.1	<p>The address for Appeals to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.o.Box 9310,11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the PE shall use to evaluate a tender and qualify the Tenderers in accordance with ITT29 [Technical Evaluation] and ITT 32 [Commercial Evaluation], no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section V Tendering Forms

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

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

1. Margin of Preference (ITT 32)

- 1.1 If the Tendering Data Sheet so specifies, the PE will grant a margin of preference to goods manufactured in the PE's country for the purpose of tender comparison, in accordance with the procedures outlined in subsequent paragraphs.
- 1.2 Tenders will be classified in one of three groups, as follows:
 - (a) **Group A:** Tenders offering goods manufactured in the United Republic of Tanzania, for which (i) labor, raw materials, and components from within the PE's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.
 - (b) **Group B:** All other tenders offering Goods manufactured in the United Republic of Tanzania.
 - (c) **Group C:** Tenders offering Goods manufactured outside the United Republic of Tanzania that have been already imported or that will be imported.
- 1.3 To facilitate this classification by the PE, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tendering Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the PE's reclassification of the tender into its appropriate tender group.
- 1.4 The PE will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tender group classification to which Tenderers assigned their tenders in preparing their Form of Tenders and Price Schedules.
- 1.5 All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with

each other and if as a result of this comparison a tender from Group A or Group B is the lowest, it shall be selected for the award.

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

Most Advantageous Tender

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

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

2.0 Evaluation (ITT29 & 32)

2.1 Evaluation Criteria (ITT 32.6)

In evaluating the Tenders, the evaluation committee will, in addition to the Tender price quoted in accordance with **ITT 15.1**, take account of one or more of the following factors:

- a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination.
- b) delivery schedule offered in the Tender;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts, and service;
- e) the availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Tender;
- f) the projected operating and maintenance costs during the life of the equipment;
- g) the performance and productivity of the equipment offered; and/or
- h) other specific criteria indicated in the **TDS** and/or in the Technical Specifications.

2.2 For factors referred above, one or more of the following quantification methods will be applied, as detailed in the **TDS**:

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

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

b) *Delivery schedule.*

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

or

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

or

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

c) *Deviation in payment schedule.*

- i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are,

however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The PE may consider the alternative payment schedule offered by the selected Tenderer.

or

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

d) *Cost of spare parts*

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

or

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

or

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

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

The cost to the PE of establishing the minimum service facilities and parts inventories, as outlined in the **TDS** or elsewhere in the Tendering Documents, if quoted separately, shall be added to the Tender price.

f) *Operating and maintenance costs*

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

g) *Performance and productivity of the equipment.*

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

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation

shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender price using the methodology specified in the **TDS** or in the Technical Specifications.

(h) *Specific additional criteria.*

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

2.3 Multiple Contracts (ITT 32.4)

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

The PE shall award multiple contracts to the Tenderer that offers the lowest evaluated combination of tenders (one contract per tender) and meets the post-qualification criteria (ITT 35.3 Post-Qualification Requirements)

The PE shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITT 15
- (b) take into account:
 - (i) the lowest-evaluated tender for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Tenderer in its tender”

2.4 Alternative Tenders (ITT 19)- NOT ALLOWED

An alternative if permitted under ITT 19, will be evaluated as follows:

[insert one of the following]

“A tenderer may submit an alternative tender only with a tender for the base case. The PE shall only consider the alternative tenders offered by the Tenderer whose tender for the base case was determined to be the lowest-evaluated tender.”

or

“A tenderer may submit an alternative tender with or without a tender for the base case. The PE shall consider tenders offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All tenders received, for the base case, as well as alternative tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 32.”

Table 1- Qualification Requirements when Pre-qualification is carried out

Eligibility and Qualification Criteria			Compliance Requirements				Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 3.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 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	Tender Submission Letter
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	Tender Submission Letter
1.4	State-owned enterprise	Meet conditions of ITT 3.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of Supplier's default since 1 st January [insert year].	Must meet requirement ²	Must meet requirements	Must meet requirement ²	N/A	Form PER-1
2.2	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Purchaser	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 3.8.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
2.3	Pending Litigation	Tenderer's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
2.	Litigation	No consistent	Must meet	Must meet	Must meet	N/A	Form PER-1

¹ Non performance, as decided by the PE, shall include all contracts where (a) non performance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Non performance shall not include contracts where PE's 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.

² This requirement also applies to contracts executed by the Tenderer as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4	History	history of court/arbitral award decisions against the Tenderer since 1 st January <i>[insert year]</i> ³	requirement	requirement	requirement		
2.5	Compliance with Statutory Requirements	No consistent history of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements	Must meet requirement	N/A	Must meet requirement	N/A	Form PER - 1
3. Financial Situation and Performance							
3.1	Financial Capabilities	The audited balance sheets or other financial statements acceptable to the Purchaser, for the last TWO(2) YEARS <i>[insert number]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial	Must meet requirement	N/A	Must meet requirement	N/A	

³ The Tenderer shall provide accurate information on the Tender Submission Form 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.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>position and indicate its prospective long-term profitability by meeting required minimum average Financial Ratios[Purchaser shall set at least 2 ratios]</p> <ul style="list-style-type: none"> • <i>Current Ratio (CA/CL) = [insert figure] (A ratio of 1.0 or greater is generally acceptable)</i> • <i>Debt to Equity Ratio(TL/NW) = [insert figure]</i> • <i>Return on Assets-ROA (PBT/TA) = [insert figure]</i> 					
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of Goods of TZS	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		40,000,000 <i>[insert amount in TZS equivalent in words and figures]</i> , calculated as total certified payments received for contracts in progress and/or completed during the last three years.					
3.3	Current Commitments	The Tenderer shall also demonstrate, to the satisfaction of the Purchaser, 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 requirement	N/A	N/A	Form FIN 3.3
4. Experience							
4.1	General Experience	Experience in supply of Relevant Goods for at least the last three years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1

SECTION V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Tender.

Form Name	Description	Check if Submitted with the Tender	
		Yes	No
	Form of Tender		
	Special Power of Attorney		
Form EL-1.1	Tenderer Information Form		
Form EL-1.2	Tenderer's JV Members Information Form		
Form FIN – 3.1	Financial Situation and Performance		
Form FIN - 3.2	Average Annual Turnover (Annual Sales Value)		
Form FIN -3.3	Current Contract Commitments / Contracts in Progress Form		
Form- EXP-1	Experience		
Form- PER 1	Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements		
	Price Schedule Forms		
	Price Schedule for Goods Offered from Abroad to be imported		
	Price Schedule for Goods Manufactured outside the Country, Already imported		
	Price Schedule for Domestic Goods Offered from within the United Republic of Tanzania		
	List of Related Services and Completion Schedule		
	Tender Security(Bank Guarantee)		
	Tender Security (Bid Bond)		
	Tender Securing Declaration		
	Manufacturer's Authorization		
	Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme		

Form of Tender

Date:[insert date of Tender]

[PE specify: "IFT No.: [specify number]"]

[Insert: name of Contract]

To: [PE: insert Name and address of PE]

To: Gentlemen and/or Ladies:

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

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

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

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

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

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

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

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

Name and address of agent Or recipient	Amount and currency	Purpose of Commission or gratuities

(if none state "none")

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

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

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Special Power of Attorney⁴

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]*

.....

⁴ **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

SIGNED AND DELIVERED by the said
[insert name of Donor] Identified to me
by **[insert name]**
The latter being known to me personally

} this [insert date, month and year]

.....
DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Acknowledgement

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

SIGNED AND DELIVERED by the said
[insert name of Donee] Identified to me
by **[insert name]**
The latter being known to me personally
this [insert date, month and year],

}
.....
DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Form ELI -1.1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

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

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JVCA, legal name of each member: <i>[insert legal name of each member in JVCA]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.6. <input type="checkbox"/> In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT3.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the PE
2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2- Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

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

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

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

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JVCA Member's name: <i>[insert JVCA's Member legal name]</i>
3. Tenderer's JVCA Member's country of registration: <i>[insert JVCA's Member country of registration]</i>
4. Tenderer's JVCA Member's year of registration: <i>[insert JVCA's Member year of registration]</i>
5. Tenderer's JVCA Member's legal address in country of registration: <i>[insert JVCA's Member legal address in country of registration]</i>
6. Tenderer's JVCA Member's authorized representative information Name: <i>[insert name of JVCA's Member authorized representative]</i> Address: <i>[insert address of JVCA's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JVCA's Member authorized representative]</i> Email Address: <i>[insert email address of JVCA's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT3.6. <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 ITT3.9. 2. Included are the organizational chart, a list of Board of Directors.

Form FIN – 3.1 Financial Situation and Performance

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, TZS equivalent)				
	Year 1	Year 2	Year 3		
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					

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for *[number]* 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 JV 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 statements⁵ for the *[number]* years required above; and complying with the requirements

⁵If the most recent set of financial statements is for a period earlier than 12 months from the date of Tendering, the reason for this should be justified.

Form FIN - 3.2 Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

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

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

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

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

Annual turnover data			
Year	Amount Currency	Exchange rate	TZS equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover *	

* Total TZS equivalent for all years divided by the total number of years.

Form FIN-3
Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Purchaser Contact Information <i>[insert address, telephone, fax, e-mail address]</i>
3. Value of outstanding contracts <i>[current TZS equivalent]</i>
4. Estimated delivery date
5. Average monthly invoices over the last six months (TZS/mon.)

Form- EXP-1Experience

Contracts over <i>[insert amount]</i> during the last three years:				
Purchaser	Value	Year	Goods/Services Supplied	Country of Destination

Form- PER 1

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

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member Name: *[insert full name]*
 Tender No. and title: *[insert Tender number and title]*
 Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section IV Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and TZS equivalent)
<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 Purchaser: <i>[insert full name]</i> Address of Purchaser: <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 III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Purchaser: <i>[insert full name]</i></p> <p>Address of Purchaser: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></p> <p>Status of dispute: <i>[Indicate if it is under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<p><input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.</p> <p><input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.</p>			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Purchaser: <i>[insert full name]</i></p> <p>Address of Purchaser: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i></p> <p>Court/ arbitral award decision: <i>[Indicate if the award decision was against the Tenderer or any member of a joint venture.]y]</i></p>	<i>[insert amount]</i>
<p><input type="checkbox"/> Proof of Payment of Taxes since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5</p> <p><input type="checkbox"/> Proof of Payment of Social Security Contributions since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.</p> <p><input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.</p>			
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	<ol style="list-style-type: none"><li data-bbox="662 197 1458 289">1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i><li data-bbox="662 310 1422 380">2. <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>
-------------------------------------	--

Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the PE in the Schedule of Requirements.]*

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

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ³	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total								

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

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

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 15.6a	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6b, [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6 (Col. 5×8)	Price per line item for inland transportation and other services required in Tanzania to convey the goods to their final destination, as specified in TDS in accordance with ITT 15.6 (c)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Tanzania]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
	Wall Calendar			2500pcs							
	Desks Calendar			3000pcs							
	Diary-normal			3500pcs							
	Management/Executive			1000pcs							

Name in the capacity of Signature of Tenderer: _____ Duly authorized to sign the Tender for and on behalf of Dated on day of 20	Total Tender Price	
--	---------------------------	--

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

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

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ¹ EXWper item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services ³	Cost of local labor, raw material, and components from United Republic of Tanzania % of Col. 5 ²	Sales and other taxes payable if Contract is awarded (in accordance with ITT 15.6)	Total Price per line item (Col. 6 + 7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>[insert number of the item]</i>
	<i>Wall Calendar</i>			<i>2500pcs</i>					
	<i>Desks Calendar</i>			<i>3000pcs</i>					
	<i>Diary-normal</i>			<i>3500pcs</i>					
	<i>Management/ Executive</i>			<i>1000pcs</i>					
								Total	

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

4. List of Related Services and Completion Schedule

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

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



5. Form of Tender Security (Bank Guarantee)-NOT APPLICABLE

To: [name of the PE]

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

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) has withdrawn or modified the Tender during the period of tender validity specified in the Form of Tender;
 - (b) Disagrees to arithmetical correction made to the tender price; or
 - (c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fails to sign the contract if required by PE to do so or (ii) fails or refuses to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

2. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty eight (30) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:in the capacity of

signed

[Signature of the Bank]

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

10. Form of Tender Security (Tender Bond)-NOT APPLICABLE

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)

11. 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 automatically be suspended from being eligible for tendering in any contract with the PE 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 (30) 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.]

12. Manufacturer's Authorization

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

Tender No.: *[insert Tender Number and Particulars]*

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

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorize *[insert complete name of Tenderer]* to submit a tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorization]*

Duly authorized to sign the Manufacturer's Authorization for and on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note: *The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS.]*

13. 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

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

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁶.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁶Signing 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 446 of 2013)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached⁷ -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: _____

⁷Signing 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

SECTION VI: ELIGIBLE COUNTRIES

Tender No.:*[insert Tender Number and Particulars]*

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

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

PART 2 – PROCURING ENTITY’S REQUIREMENTS

SECTION VII: SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering documents by the PE, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section V. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT39.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Tenderers pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the PE’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

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

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

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

1. List of Goods and Related Services

Tender No.: AE/016/2022/2023/HQ/G/45

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1	Desks Calendars	3000	pcs
2	Wall Calendars	2500	Pcs
3	Normal Diary	3500	pcs
4	Management/Executive	1000	pcs

The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Tender No: AE/016/2022/2023/HQ/G/45

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

Item number	Brief Description of Supplies or Related Services	Delivery/ Completion Period <i>(days/wks./mths)</i>	Delivery Point/ Site
1	Desks Calendars	30days	TPA HQ
2	Wall Calendars	30days	TPA HQ
3	Normal Diary	30days	TPA HQ
4	Management/Executive	30days	TPA HQ

TECHNICAL SPECIFICATIONS

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the PE. The PE shall prepare the detailed TS taking into account that:

- 1. The TS constitute the benchmarks against which the PE will verify the technical responsiveness of tenders and subsequently evaluate the tenders. Therefore, well-defined TS will facilitate preparation of responsive tenders by tenderers, as well as examination, evaluation, and comparison of the tenders by the PE.*
- 2. The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- 3. The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- 4. It is encouraged to use of metric units.*
- 5. Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- 6. Standards for equipment, materials, and workmanship specified in the Tendering Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from Tanzania or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- 7. Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.*
- 8. Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) Detailed tests required (type and number).*
 - (c) Other additional work and/or Related Services required to achieve full delivery/completion.*
 - (d) Detailed activities to be performed by the Supplier, and participation of the PE thereon.*
 - (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- 9. The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the PE shall include an additional ad-hoc Tendering form (to be an Attachment to the Tender Submission Sheet), where the*

Tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the PE requests that the Tenderer provides in its tender a part or all of the Technical Specifications, technical schedules, or other technical information, the PE shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Tenderer in its tender.

[If a summary of the Technical Specifications (TS) has to be provided, the PE shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

Item No	Name of Goods or Related Service	Technical Specifications and Standards
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

*Detailed Technical Specifications and Standards [whenever necessary].
[Insert detailed description of TS]*

”]

3. Specification and Compliance Sheet

Tender Number: _____

Column b states the minimum technical specification of the item(s) required by the PE.

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
A	B	c	D
1			
2			
3			
4			

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the tender will be rejected.

Tenderers are required to use column d to include technical literature to support the details provided in column c.

Annex 1

SPECIFICATIONS FOR CALENDARS AND DIARIES FOR THE YEAR 2023

No.	Description	SPECIFICATIONS	Qty
1	Desk Calenders	Size : A5 Land scape special size Paper : 300 GSM Full Colour Print- Mat Finishing	3000 Pcs
	Wall Calenders	Size : A2 Portrait Paper : 200 GSM Single Month Per Page Full Colour Print- Mat Finishing	2500 Pcs
2	Diaries	<ul style="list-style-type: none"> • PU cover material with a magnetic clasp • Debossing of the year with imitating stitching • 352 pages with single date view in two colour painting • 75 GSM cream bond paper • Monthly planner page and months tabs • African map in the front and World map at the back • Option of thread stitching available 	3500 Pcs (Normal) – Light Blue
	Management/Executive – Light Blue or Black	<ul style="list-style-type: none"> • PU cover material with a magnetic clasp • Debossing of the year with imitating stitching • 144 pages with week to view in two colour painting • 75 GSM cream bond paper • Monthly planner page and months tabs • African map in the front and World map at the back • Option of thread 	1000 Pcs – Light Blue or Black

		stitching available	
--	--	---------------------	--

4. Drawings

Tender Number: _____

List of related Drawings		
Drawing number	Drawing name	Purpose

5. Inspections and Tests

Tender Number: _____

List of Inspections and Tests	
Items subject to Inspection and Tests;	All
Type of inspection or tests and the standards to be met;	Full inspection (100% Inspection)
Location of the inspection or tests;	TPA HQ
Inspection agency;	To be determined
Timing of the inspection;	After delivery.
Notifications or documentation required from the provider;	Delivery Note, Packing List.
Provision of any samples for inspection;	Approved sample by the PE.
Cost of the inspection;	PE
Arrangements and costs for any re-inspection required;	Supplier.
Any other relevant details.	NONE

PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract to be used for this Tender shall be the Conditions of Contract (GCC) for the Standard Tender Document for Procurement of Goods under National and International Competitive Tendering as prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. ***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	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is TANZANIA INSTITUTE OF ARBITRATORS , 4th Floor, Room 406, EX-NEDCO Building, Ally Hassan Mwinyi Road, P. O. Box 76890, Dar es Salaam, Tanzania Telephone: 255 0222127369
2.	Commencement Date	1.1(d)	The Commencement Date is: THREE (3) DAYS FROM THE DATE CONTRACT SIGNING AND FULFILLMENT OF ALL PREEQUISITE CONDITIONS.
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: FORTY FIVE (45) DAYS FROM THE COMMENCEMENT DATE.
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: DIRECTOR GENERAL, TANZANIA PORTS AUTHORITY-HQ PO.BOX 9184 DAR-ES-SALAAM Bandari Tower-One Stop Centre, ½Sokoine Drive, P.O. Box 9184, 11105 Dar es Salaam Telephone: +255 22 2110 401/8, Fax: +255 22 2130 390/2113 938 Email: dq@ports.go.tz
5.	Name of Supplier	1.1(q)	The Supplier is: TO BE DETERMINED
6.	Project Name	1.1(r)	SUPPLY OF CALENDARS AND DIARIES FOR TPA FOR THE YEAR 2023.
7.	End User	1.1(u)	The End User is THE DIRECTORATE OF MARKETING AND PUBLIC RELATIONS.
8.	Conditions Precedent	3.1	Conditions precedent to Contract effectiveness shall be 1. Supplier to submit Performance Securing Declaration. 2. Supplier to submit the Art Work/Sample for approval. 3. PE to approve the submitted Art Work/Sample
9.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent: WITHN FIVE DAYS (5) DAYS FROM SINGNING THE CONTRACT.
10.	Governing Language	4.1	The Governing Language shall be: ENGLISH LANGUAGE

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the UNITED REPUBLIC OF TANZANIA
12.	Performance Security/Performance Securing Declaration	10.1	PERFORMANCE SECURING DECLARATION.
13.	Reduction of Amount of Performance Security	10.3	NOT APPLICABLE
14.	Required Inspections and Tests	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate;

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i> NOT APPLICABLE</p>
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i> NOT APPLICABLE
18.	Delivery Documents of Goods from Tanzania	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
20.	Incidental Services	16.1	Incidental services to be provided are: Transportation,

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			handling, insurance, etc, up the specified delivery Point.
21.	Spare Parts	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit. NOT APPLICABLE
22.	Warranty Period	18.2	NOT APPLICABLE
23.	Period of Correction of Defects	18.4 & 18.5	NOT APPLICABLE
24.	Payment of Goods from Abroad	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (____) (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1. (iii) On Acceptance: 100 .percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser and after goods has been inspected and issued the inspection report. Payment of local currency portion shall be made in : TZS within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. NOT APPLICABLE
25.	Payment of Goods from Within Tanzania	19.1	Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery:percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser after goods has been inspected and issued the inspection report. 100% to be paid after delivery, inspection and acceptance of Goods.</p>
26.	Interest on Rate Payment.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> . NOT APPLICABLE.
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be TANZANIA SHILLINGS.
28.	Price Adjustment	20.2& 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. PRICE ADJUSTMENT WILL NOT BE APPLICABLE.
29.	Liquidated Damages	26.1	Applicable rate: NOT APPLICABLE
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	<p>Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATORS. 4th Floor, Room 406, EX-NEDCO Building, Ally Hassan Mwinyi Road, P. O. Box 76890, Dar es Salaam, Tanzania Telephone: 255 0222127369</p> <p>Place for carrying out Arbitration DAR-ES-SALAAM.</p>
31.	Addresses for Issuing Notices	33.1	<p>—Purchaser's address for notice purposes: DIRECTOR GENERAL, TANZANIA PORTS AUTHORITY-HQ PO.BOX 9184 DAR-ES-SALAAM Bandari Tower-One Stop Centre, ½Sokoine Drive, P.O. Box 9184, 11105 Dar es Salaam Telephone: +255 22 2110 401/8, Fax: +255 22 2130 390/2113 938 Email: dq@ports.go.tz</p>

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			—Supplier's address for notice purposes:

Attachment: Price Adjustment Formula

If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P₁ = adjustment amount payable to the Supplier.
- P₀ = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L₀, L₁ = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M₀, M₁ = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices and the base date indices in its bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- a = *[insert value of coefficient]*
- b = *[insert value of coefficient]*
- c = *[insert value of coefficient]*

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

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

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

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P₀ is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION X: CONTRACT FORMS

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

The Contract Forms to be used for this Tender are contained in Section X- Contract Forms of the Standard Tender Document for Procurement of Goods under National and International Competitive Tendering as prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.