

**TANZANIA PEOPLE DEFENCE FORCE  
COMMAND AND STAFF COLLEGE DULUTI**



Bid No: IE/ 05/2023-24/CSC/G/016  
FOR

**SUPPLY OF GENERAL OFFICE FACILITIES**

**INVITATION FOR TENDER**

The Secretary (Quartermaster),  
Command and Staff college  
P.O Box 7205,  
**ARUSHA**  
Tel: +255 272970130  
Email: [info@cscduluti.mil.tz](mailto:info@cscduluti.mil.tz)

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## **SECTION I: INVITATION FOR TENDERS**

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**TANZANIA PEOPLE DEFENCE FORCE  
COMMAND AND STAFF COLLEGE DULUTI**



Bid No: IE/ 06/2023-24/CSC/G/016

FOR

**SUPPLY OF GENERAL OFFICE FACILITIES**

INVITATION FOR TENDER

P.O BOX 7205

ARUSHA.

12 July, **2023**

To: M/S XXX

1. The High Commission Of India, Dar-Es-Salaam has set aside funds for the operation of the **Command and Staff College Duluti**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for **Supply of General Office Facilities**.
  2. You are hereby invited to submit your quotation for supplying the goods as described in the Schedule of Requirements and Prices attached as **Section VI**.
  3. Procurement will be conducted through the **Competitive Tendering** procedures.
  4. You may obtain further information from and inspect the Tender Documents at the office of **The Secretary (Quartermaster)**, Command and Staff College Duluti from 0800hrs to 1400hrs on Mondays to Fridays inclusive except on public holidays.
  5. All tenders in one original plus one copy, properly filled in, and enclosed in plain envelopes marked **Bid No: IE/ 05/2023-24/CSC/G/016** for **Supply of General Office Facilities** must be delivered to the **The Secretary (Quartermaster)**, **Command and Staff College Duluti**, P.O Box 7205, Arusha.
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6. A complete set of Bidding Document(s) in **English Language** and additional sets may be purchased upon payment of a non-refundable fee of **Tshs50,000.00** to the Office of Collage Financial Control, Command And Staff College.
7. The deadline for submission of tender is on or before 1000 hrs on **12 July 2023** Tenders will be opened promptly thereafter in public and in the presence of Tenderer's representatives who choose to attend in the opening at the office of the **The Secretary (Quartermaster), Command and Staff College Duluti, Arusha.**
8. Late tenders, portion of tenders, electronic tenders, tenders not received and tenders not opened at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

**SECRETARY**  
**COMMAND AND STAFF COLLEGE**

The Secretary (Quartermaster),  
Command and Staff College,  
P.O Box 7205,  
**ARUSHA**  
Tel: +255 272970130  
Email: [info@cscduluti.mil.tz](mailto:info@cscduluti.mil.tz)

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

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## Table of Contents

### Sec. II

<b>A. Introduction</b> .....	Error! Bookmark not defined.
1. Scope of Tender .....	Error! Bookmark not defined.
2. Source of Funds .....	Error! Bookmark not defined.
3. Eligibility of Tenderers .....	Error! Bookmark not defined.
4. Eligible Good and Related Services .....	<b>11</b>
<b>B. Tendering Documents</b> .....	Error! Bookmark not defined.
5. Content of Tendering Documents.....	<b>Error! Bookmark not defined.</b>
6. Clarification of Tendering Documents .....	<b>Error! Bookmark not defined.</b>
<b>C. Preparation of Tenders</b> .....	Error! Bookmark not defined.
7. Language of Tender .....	Error! Bookmark not defined.
8. Documents and sample .....	Error! Bookmark not defined.
9. Documents Establishing Eligibility and Qualifications of the Tenderer ....	Error! Bookmark not defined.
10. Document Establishing Eligibility and Qualification of the Tenderer	Error! Bookmark not defined.
11. Form of Tender .....	Error! Bookmark not defined.
12. Tender Prices .....	<b>15</b> Error! Bookmark not defined.
13. Tender Currencies.....	Error! Bookmark not defined.
14. Tender Validity Period .....	<b>Error! Bookmark not defined.</b>
15. Tender Security .....	<b>Error! Bookmark not defined.</b>
16. Alternative Tenders by Tenderers .....	<b>Error! Bookmark not defined.</b>
17. Format and Sibning of Tender.....	Error! Bookmark not defined.
<b>D. Submission of Tenders</b> .....	Error! Bookmark not defined.
18. Sealing and Marking of Tenders .....	<b>Error! Bookmark not defined.</b>
19. Deadline for Submission of Tenders.....	<b>Error! Bookmark not defined.</b>
<b>E. Opening and Evaluation of Tenders</b> .....	Error! Bookmark not defined.
20. Opening of Tenders .....	Error! Bookmark not defined.
21. Conversion to Single Currency .....	<b>Error! Bookmark not defined.</b>
22. Commercial Evaluation of Tender .....	<b>Error! Bookmark not defined.</b>
23. National Preferences.....	<b>Error! Bookmark not defined.</b>
<b>F. Award of Contract</b> .....	Error! Bookmark not defined.
24. PE Right to Accept any Tender and to Reject any or all Tenders.....	<b>Error! Bookmark not defined.</b>
25. Performance Security.....	<b>Error! Bookmark not defined.</b>
26. Advance Payment.....	<b>Error! Bookmark not defined.</b>

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27. Adjudicator ..... **Error! Bookmark not defined.**

**G. Review of Procurement Decisions** ..... **Error! Bookmark not defined.**

28. Submission of applications for review ..... **Error! Bookmark not defined.**

29. Review by the Public Procurement Appeals Authority ..... **Error! Bookmark not defined.**

## A. INTRODUCTION

1.	Scope of Tender	1.1	The Procuring Entity (CSC) indicated in the <b>Tender Data Sheet</b> (TDS) invites Tenders for the provision of Goods as specified in the TDS and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the <b>TDS</b> .
		1.2	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract.
2.	Source of Funds	2.1	<b>The High Commission of India, Dar-Es-Salaam</b> has set aside sufficient funds for the operations of the PE named in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the <b>TDS</b> .
		2.2	Payments will be made directly by <b>the High Commission of India Dar-Es-Salaam</b> for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3.	Eligible Tenderers	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.4 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association 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 joint venture, consortium, or association.
		3.2	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.3	All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this



			<p>Invitation for Tenders.</p> <ul style="list-style-type: none"> <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 goods and related services that are the subject of the Tender.</li> </ul>
		3.4	<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 favors 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> </ul>
		3.5	<p>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.</p>
		3.6	<p>Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.</p>
		3.7	<p>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 the more than ten percent of the tender price is envisaged.</p>

<b>4.</b>	<b>Eligible Goods and Related Services</b>	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Tender, ineligible countries are stated in the <b>TDS</b> .
		4.2	For the purposes of this Clause, the term “goods” includes machinery, equipment and “related services” includes services such as insurance, installation, training and initial maintenance.
		4.3	For purposes of this Clause, “origin” means the place where the goods are produced, manufactured, or through manufacture, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender.

## B. TENDERING DOCUMENTS

<b>5.</b>	<b>Content of Tendering Documents</b>	<b>5.1</b>	<p>The goods required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda include:</p> <p>Section II Instructions to Tenderers (ITT)</p> <p>Section III Tender Data Sheet (TDS)</p> <p>Section IV General Conditions of Contract (GCC)</p> <p>Section V Special Conditions of Contract (SCC)</p> <p>Section VI Schedule of Requirements</p> <p>Section VII Technical Specifications</p> <p>Section VIII Forms - Tender</p> <ul style="list-style-type: none"> <li>• Form of Tender</li> <li>• Letter of Acceptance</li> <li>• Form of Contract</li> <li>• Price schedule for Supplies and Related Services</li> <li>• Form of Qualification Information</li> </ul> <p>Section IX Forms of Security</p> <ul style="list-style-type: none"> <li>• Tender Security Form or (Tender Securing Declaration)</li> <li>• Performance Security Form</li> <li>• Bank Guarantee for Advance Payments</li> <li>• Manufacturer's Authorization Form</li> </ul> <p>Section X Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program</p>
		5.2	The number of copies to be completed and returned with the Tender is specified in the <b>TDS</b>
		5.3	The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 5.1 above, said Tendering Documents will take precedence.
		5.4	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the PE.
		5.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

<b>6.</b>	<b>Clarification of Tendering Documents</b>	6.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE in writing or in electronic forms that provide record of the content of communication at the PE's address indicated in the <b>TDS</b> .
		6.2	The PE will within three (3) working days after receiving the request for clarification respond in writing or provide record of the content of communication to any request for clarification provided that such request is received no later than seven (7) days prior to the deadline for the submission of Tenders prescribed in ITT 19.1 and in case of non-competitive methods, three (3) days prior to the deadline for submission of Tenders.
		6.3	Copies of the PE's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
		6.4	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure specified.

### C. PREPARATION OF TENDERS

<b>7.</b>	<b>Language of Tender</b>	7.1	The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the English language unless specified in the <b>TDS</b> . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language unless specified in the <b>TDS</b> , in which case, for purposes of interpretation of the Tender, the translation shall govern.
<b>8.</b>	<b>Documents and Sample(s) Constituting the Tender</b>	8.1	<p><b>The Tender prepared by the Tenderer shall constitute the following components:</b></p> <ul style="list-style-type: none"> <li>a) <b>Form of Tender and a Price Schedule completed in accordance with ITT 14, 15, and 16;</b></li> <li>b) <b>Form of Sample(s) as requested in the TDS.</b></li> <li>c) <b>documentary evidence established in accordance with ITT 13 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</b></li> <li>d) <b>Documentary evidence established in accordance with ITT 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;</b></li> <li>e) <b>documentary evidence established in accordance with ITT 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents ;</b></li> <li>f) <b>Tender security or Tender Securing Declaration furnished in accordance with ITT 18;</b></li> <li>g) <b>Dully Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2; and</b></li> <li>h) <b>Any other document required in the TDS.</b></li> </ul>
		8.2	<p>Where a sample(s) is required by a PE, the sample shall be:</p> <ul style="list-style-type: none"> <li>(a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;</li> <li>(b) carriage paid;</li> <li>(c) received on, or before, the closing time and date for the submission of tenders; and</li> <li>(d) evaluated to determine compliance with all characteristics listed in the <b>TDS</b>.</li> </ul>
		8.3	<p>The PE shall retain the sample of the successful tenderer. A PE shall reject the tender if the sample-</p> <ul style="list-style-type: none"> <li>(a) does not conform to all characteristics prescribed in the solicitation documents and</li> <li>(b) are not submitted within the specified time.</li> </ul>
		8.4	Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article

			is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
		8.5	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
9.	Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	9.1	<b>Pursuant to ITT 8, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the contract.</b>
		9.2	<b>The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</b>
		9.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: <ul style="list-style-type: none"> <li>a) a detailed description of the essential technical and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the TDS.</li> </ul>
		9.4	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
10.	Documents Establishing Eligibility and Qualification of the Tenderer	10.1	<b>Pursuant to ITT 8, 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.</b>
		10.2	<b>The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 4.</b>
		10.3	<b>The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction:</b> <ul style="list-style-type: none"> <li>a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania;</li> </ul>

			<p>b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in <b>TDS</b>.</p> <p>c) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and Cement and Vibrated Blocks-stocking obligations prescribed in the GCC and/or Technical Specifications.</p>
<b>11.</b>	<b>Form of Tender</b>	<b>11.1</b>	<b>The Tenderer shall fill the Form of Tender furnished in the Tendering Documents.</b> The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.
<b>12.</b>	<b>Tender Prices</b>	<b>12.1</b>	The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.
		<b>12.2</b>	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		<b>12.3</b>	The Tender price to be quoted in the Form of Tender in accordance with ITT 12.1 shall be the total price of the Tender, excluding any discounts offered.
		<b>12.4</b>	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract
		<b>12.5</b>	Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the <b>TDS</b> . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected. If, however, in accordance with the <b>TDS</b> , prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
		<b>12.9</b>	If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within a package.

13.	<b>Tender Currencies</b>	13.1	Prices shall be quoted for goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the <b>TDS</b> .
		13.2	Tenderers shall indicate details of their expected foreign currency requirements in the tender.
14.	<b>Tender Validity Period</b>	14.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the Tender submission deadline prescribed by the PE, pursuant to ITT 19. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
15.	<b>Tender Security or Tender Securing Declaration</b>	15.1	Pursuant to ITT 8, 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 <b>IX</b> .
		15.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 15.9.
		15.3	<p>The Tender security shall be denominated in the local currency or in USD, and it shall be in the form specified in the <b>TDS</b> which shall be in any of the following:</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, in the form provided in the Tendering Documents or another form acceptable to the PE and 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;</li> <li>b) a cashier's or certified cheque.</li> <li>c) another security if indicated in the <b>TDS</b></li> </ul>
		15.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Bid Securing Declaration included in Section <b>IX</b> or another form approved by the PE prior to the Tender submission.
		15.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 15.9 are invoked.
		15.6	Any Tender not accompanied by a Tender security or Bid Securing Declaration in accordance with ITT 15.1 or 15.3 shall be rejected by the PE as non-responsive.
		15.7	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract and furnishing the performance security, pursuant to ITT 25.



16.	<b>Alternative Tenders by Tenderers</b>	16.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>TDS</b> . If so allowed, ITT 16.2 shall prevail.
		16.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>TDS</b> as will the method for evaluating different schedule for delivery of goods.
		16.3	If so allowed in the <b>TDS</b> , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
17.	<b>Format and Signing of Tender</b>	17.1	The Tenderer shall prepare an original and the number of copies of the Tender indicated in the <b>TDS</b> , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
		17.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the <b>TDS</b> and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		17.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Tender.
		17.4	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>18.</b>	<b>Sealing and Marking of Tenders</b>	18.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
		18.2	The inner and outer envelopes shall: a) be addressed to the PE at the address given in the TDS; and b) bear the Project name indicated in the TDS, the Invitation for Tenders (IFT) title and number indicated in the TDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the TDS, pursuant to ITT 19.1.
		18.3	In addition to the identification required in ITT 18.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" and for matching purpose.
		18.4	If all envelopes are not sealed and marked as required by ITT 18.2 or incorrectly marked, the PE will assume no responsibility for the misplacement or premature opening of Tender.
		18.5	If the outer envelope discloses the Tenderer's identity, the PE will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
<b>19.</b>	<b>Deadline for Submission of Tenders</b>	19.1	Tenders shall be received by the PE at the address specified under ITT 18.2 no later than the date and time specified in the TDS.
		19.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

## E. OPENING AND EVALUATION OF TENDERS

20.	<b>Opening of Tenders</b>	20.1	The CSC will open all Tenders including modifications, substitutions or withdrawal notices made, in public, in the presence of Tenderers' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the TDS. The Tenderers' representatives present shall sign a register as proof of their attendance.
		20.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
		20.3	All other envelopes shall be opened one at a time. The Tenderers names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender Securing Declaration and such other details as the PE may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.
		20.4	Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
		20.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the PE against any claim or failure to read out the correct information contained in the Tenderers Tender.
		20.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer.
		20.7	The PE shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.

		20.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the con Safety Gears and affect the record. A copy of the record shall be distributed to all the Tenderers.
		20.9	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
<b>21.</b>	<b>Conversion to Single Currency</b>	21.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either: <ul style="list-style-type: none"> <li>a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;</li> <li>or</li> <li>b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.</li> </ul>
		21.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>TDS</b> .
<b>22.</b>	<b>Commercial Evaluation of Tenders</b>	22.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 17.
		22.2	The PE's evaluation of a Tender will exclude and not take into account: <ul style="list-style-type: none"> <li>a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;</li> <li>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and</li> <li>c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.</li> </ul>
		22.5	For factors retained in the <b>TDS</b> pursuant to ITT 19.4, one or more of the following quantification methods will be applied, as detailed in the <b>TDS</b> :

			<p>a) <i>Delivery schedule.</i></p> <p>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 <b>TDS</b>, 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.</p> <p><b>or</b></p> <p>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. <b>No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive.</b> Within this acceptable range, an adjustment per week, as specified in the <b>TDS</b>, 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.</p> <p><b>or</b></p> <p>(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 <b>TDS</b>, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.</p>
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			<p>b) <i>Deviation in payment schedule.</i></p> <p>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.</p> <p><b>or</b></p> <p>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 <b>TDS</b>.</p>
		22.6	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 in the <b>TDS</b> .
<b>23.</b>	<b>National Preference</b>	23.1	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than seventy five per cent, shall also be eligible to participate in the exclusive preference scheme.
		23.2	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 Forms of Tender and Price Schedules, pursuant to ITT 11 and 12.
		23.3	<p>For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:</p> <p><b>a) Group A:</b> Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:</p> <p>(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and</p> <p>(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.</p> <p><b>b) Group B:</b> All other Tenders offering goods from within the United Republic of Tanzania.</p> <p><b>c) Group C:</b> Tenders offering goods from overseas which are to</p>

			be directly imported.
		23.4	All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.
		23.5	If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under ITT 23.5 above, will be selected for award.

## F. AWARD OF CONTRACT

<b>24.</b>	<b>PE's Right to Vary Quantities at the Time of Award</b>	24.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
<b>25.</b>	<b>Performance Security</b>	25.1	Within fourteen(14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		25.2	If the Performance Security is provided by the successful Tenderer and it shall be in the form specified in the <b>TDS</b> which shall be in any of the following: (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
		25.3	Failure of the successful Tenderer to comply with the requirement of ITT 25.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender

			security, in which event the PE may make the award to the next lowest evaluated Tenderer or call for new Tenders.
<b>26.</b>	<b>Advance Payment</b>	26.1	The High Commission of India, Dar es Salaam will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the <b>TDS</b> .
		26.2	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>TDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE's "Notice to Commence" as specified in the <b>SCC</b> .
<b>27.</b>	<b>Adjudicator</b>	27.1	The Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.

#### **G. REVIEW OF PROCUREMENT DECISIONS**

<b>28.</b>	<b>Submission of Applications for Review</b>	28.1	The application for administrative review shall include: <ul style="list-style-type: none"> <li>a) details of the procurement 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>
		28.2	The head of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.



29.	<b>Review by the Public Procurement Appeals Authority</b>	29.1	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> <li>(a) are not settled within the specified period.</li> <li>(b) are not amicably settled by the accounting officer; or</li> <li>(c) arise after the procurement contract has entered into force.</li> </ul> <p>shall be referred to the Public Procurement Appeals Authority (PPAA) at the address specifies in the <b>TDS</b> 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 or when the tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute.</p>
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### SECTION III: TENDER DATA SHEET

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### 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.

TDS Clause Number	ITT Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. Introduction</b>		
1.	1.1	Name of PE: <b>Command and Staff College Duluti (TPDF)</b> The subject of procurement is: <b>Supply of General Office Facilities.</b> Period for supply of goods: <b>5 Months</b> Commencement date for supply of Goods: <b>As per Contract</b>
2	2.1 & 2.2	Name of Project: <b>Supply of General Office Facilities.</b> Name of financing institution: <b>High Commission of India</b> Name and identification number of the Contract: <b>Bid No: IE/05/2023-24/CSC/G/016.</b>
4.	3.1	Maximum number of members in the joint venture, consortium or association shall be: <b>NIL</b>
5.	4.1	Ineligible country(s) is or are <i>[list if any]</i>
6.	4.6	Demonstration of authorization by manufacturer: <b>is required.</b>

### B. Tendering Documents

7.	5.2	The number of documents to be completed and returned is one original and two copies.
8.	6.1	The address for clarification of tendering documents is: <b>The Secretary, Command and Staff College Duluti,</b> P.O Box 7205, ARUSHA.

### C. Preparation of Tenders

9.	7.1	The Language of all correspondences and documents related to the Tender is: <b>English</b>
10.	8.1(b)	Form of sample(s) to be submitted with the Tender are: <b>As per contract</b>
	8.2 (b)	Characteristics: <b>As per contract</b>
	8.1 (h)	In addition to the documents stated in ITT 8, the following documents must be included with the Tender: <b>NIL</b>
11.	9.3 (c)	Other procurement specific documentation requirements are: <b>N/A</b>
12.	10.3 (b)	The qualification criteria required from Tenderers in ITT 10.3(b) is modified as follows: <b>NIL</b>  The Tenderer is required to include with its Tender, documentation from the manufacturer of the goods, that it

		has been duly authorized to supply, in the United Republic of Tanzania, the goods indicated in its Tender.
13.	12.6 (a) (iii), (iv) (optional)	For goods manufactured from within the United Republic of Tanzania the price quoted shall be: <b>EXW plus inland transportation to Command and Staff College - Duluti and shall include duties and taxes.</b>
14.	12.7 (a)	For goods offered from abroad the price quoted shall be: <b>Tanzanian Shillings.</b>
15.	12.8	The price shall be fixed
16.	13.1 (a)	a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be <b>Tanzanian Shillings.</b> b) For goods and related services originating outside the United Republic of Tanzania the currency of the Tender could be <b>Tanzanian Shillings.</b>
17.	13.2	The rates of exchange to be used by the Tenderer shall be those established by the <b>Bank of Tanzania</b> prevailing on 28 days before Tender opening.
18.	14.1	The Tender validity period shall be: <b>21 Days.</b>
19.	15.1	The amount of Tender Security shall be: <b>N/A</b> The currency of the Tender Security shall be: <b>N/A</b> Bid Securing Declaration: <b>is applicable</b>
	15.3	The Tender Security shall be in the form of: <b>Bid Securing Declaration</b>
20.	15.3 (c)	Other forms of security are: <b>NIL</b>
21.	16.1	Alternative Tenders to the requirements of the tendering documents will not be permitted.
22.	17.1	The number of copies of the Tender to be completed and returned shall be: <b>THREE</b>
23.	17.2	Written confirmation of authorization are: <i>[list acceptable confirmation of authorizations]</i>

#### D. Submission of Tenders

24.	18.2 (a)	Tender shall be submitted to: Street Address: <b>Command and Staff College - Duluti</b> Building/Plot No: <b>Admin Block</b> Floor/Room No: <b>The Secretary, QM - Office</b> City/Town: <b>Arusha</b>
25.	18.2 (b)	Project name: <b>Supply of General Office Facilities.</b> IFB title and number: <b>Bid No: IE/05/2023-24/CSC/G/016</b> <b>Suppliers of General Office Facilities.</b> Time and date for submission: <b>1000Hrs</b>
26.	19.1	The deadline for Tender submission is a) Day: <b>21</b> b) Date: <b>12 July 2023</b> c) Time: <b>1000Hrs</b>

#### E. Opening and Evaluation of Tenders

27.	20.1	The Tender opening shall take place at: Street address: <b>Command and Staff College -Duluti</b> Building/Plot No. <b>Admin Block</b> Floor/Room No. <b>1<sup>st</sup>floor - Comdt Meeting room.</b> City/Town: <b>Arusha</b> Country: <b>Tanzania</b> a) Day: <b>21</b> b) Date: <b>12 July 2023</b> c) Time: <b>1000Hrs</b>
28.	21.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: The rates of exchange to be used by the Tenderer shall be those established by the <b>Bank of Tanzania</b> prevailing on 28 days before Tender opening.
29.	22.4	Criteria for Tender evaluation. <i>[Select as appropriate from criteria listed in ITT 22.4 (e.g., 22.4 (b) and (c)), and in the reference under ITT 22.5 below. <b>Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 22.5 (b) (i) and (c) (ii)).]</b></i>
30.	22.4 (h)	Other specific criteria are: <b>N/A</b>
31.	22.5 (b)	Delivery schedule. 60% within the 3 month of the signing of the contract 40% before of the contract.
32.	22.5 (c) (ii)	Deviation in payment schedule <i>[insert "is" or "is not" applicable]</i> . Annual interest rate <i>[insert rate]</i>
33.	22.5 (f)	Performance and productivity of equipment. <i>[Specify the applicable procedure and the adjustment factor (in the currency used for Tender evaluation, as applicable), as required.]</i>
34.	22.5 (g)	Specific additional criteria to be in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i>
35.	22.5 (h)	In case of 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 <i>[insert the methodology]</i>
36.	22.6	a) Domestic preference to apply. <b>or</b> Domestic preference not applicable. <i>[Delete the non-applicable option.]</i> b) If a margin of preference applies, the application methodology shall be: <i>[specify the methodology in accordance with the ninth schedule of the Public Procurement Regulations, 2013 – Government Notice No. 466]</i>
<b>F. Contract Award</b>		
37.	23.1	The Performance Security shall be 10 percent of the Contract Price.
38.	24.1	The Performance Security shall be in the form of: <b>See GCC 25.2.</b>
39.	25.1	The Advance Payment shall be limited to <b>N/A</b>
	25.2	Maximum amount of Advance payment shall be <b>N/A</b>
<b>G. Review of Procurement Decisions</b>		
41.	26.2	The address of the PE <b>Command and Staff College - Duluti</b> P.O.Box 7205 Barua Pepe : <a href="mailto:info@CSCduluti.mil.tz">info@CSCduluti.mil.tz</a> Tovuti : <a href="http://www.CSCduluti.mil.tz">www.CSCduluti.mil.tz</a>

## SECTION IV: GENERAL CONDITIONS OF THE CONTRACT

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

<b>1.</b>	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The <b>Adjudicator</b> is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance. The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes. “<b>The Contract</b>” means the agreement entered into between the Procuring Entity (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b)</p> <p>c)</p> <p>d) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			e) “ <b>Completion</b> ” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			<p>f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract</p> <p>g) Days are calendar days A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) “<b>Delivery</b>” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.</p> <p>i) “<b>Effective Contract date</b>” is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent.</p> <p>j) “<b>The Purchaser</b>” means the person named as purchaser in the SCC and the legal successors in title to this person</p>
			k) “ <b>The Related Services</b> ” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			<p>l) “<b>GCC</b>” means the General Conditions of Contract contained in this section.</p> <p>m) The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified</p>

				in the SCC
			n)	"SCC" means the Special Conditions of Contract.
			o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
			p)	"The <b>Supplier</b> " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			q)	"The Project Name" means the name of the project stated in SCC.
			r)	"Day" means calendar day.
			s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	"End User" means the organization(s) where the goods will be used, as <b>named in the SCC</b> .
			u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			v)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>The <b>Supplier</b> is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by</p>

				the Employer The <b>Spare Parts</b> is the completed Tender document submitted by the Supplier to the Employer
<b>2.</b>	<b>Governing Language</b>	2.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in <b>SCC</b> . Subject to GCC 2.1, the version of the Contract written in the specified language shall govern its interpretation.	
<b>3.</b>	<b>Applicable Law</b>	3.1	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> .	
<b>4.</b>	<b>Country of Origin</b>	4.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.	
		4.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.	
		4.3	The performance security shall be in one of the following forms:	
			a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
			b)	A cashier's or certified check.
		4.4	The performance security will be discharged by the PE and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in <b>SCC</b> .	
		4.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.	
<b>5.</b>	<b>Inspections and Test</b>	5.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.	
		5.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.	



		5.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		5.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		5.5	Nothing in GCC 5 shall in any way release the supplier from any warranty or other obligations under this Contract.
<b>6.</b>	<b>Packing</b>	6.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		6.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PE.
<b>7.</b>	<b>Delivery and Documents</b>	7.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as <b>specified in SCC</b> .
		7.2	Documents to be submitted by the Supplier are specified in <b>SCC</b> .
<b>8.</b>	<b>Insurance</b>	8.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC</b> .
<b>9.</b>	<b>Incidental Services</b>	9.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
			a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

			and
		e)	Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		9.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>10.</b>	<b>Warranty</b>	10.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		10.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
		10.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		10.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		10.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PE may have against the Supplier under the Contract.
<b>11.</b>	<b>Payment</b>	11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 8, and upon fulfillment of other obligations stipulated in the Contract.

		11.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier.
		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 13.4
<b>12.</b>	<b>Prices</b>	12.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender.
<b>13.</b>	<b>Procedure for Disputes</b>	13.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		13.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
		13.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
<b>14.</b>	<b>Replacement of Adjudicator</b>	14.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
<b>15.</b>	<b>Taxes and Duties</b>	15.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		15.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		15.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

## **SECTION V: SPECIAL CONDITIONS OF CONTRACT**

### 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.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1 (j)	The Purchaser is: <b>Command and Staff College Duluti.</b>
2.	1.1(p)	The Supplier is:
3.	1.1(q)	The Project is:Supply of General Office facilities.
<b>Governing Language (GCC 2)</b>		
4.	2.1	The Governing Language shall be: <b>ENGLISH</b>
<b>Applicable Law (GCC 3)</b>		
5.	3.1	The Applicable Law shall be: Laws of the <b>UNITED REPUBLIC OF TANZANIA</b>
<b>Country of Origin (GCC 4)</b>		
6.	4.1	Country of Origin is: <b>AS PER CONTRACT</b>
<b>Performance Security (GCC 5)</b>		
7.	5.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[ between ten (10) and twenty (20) percent of the Contract Price]</i>
8.	5.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 12.2.
<b>Inspections and Tests (GCC 6)</b>		
9.	6.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: 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 PE in order to ensure that the goods are manufactured in compliance with the contract.
<b>Packing (GCC 7)</b>		
10.	7.2	The following SCC shall supplement GCC 7.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
<b>Delivery and Documents (GCC 8)</b>		
11.	8.1	<b>For Goods supplied from abroad:</b> 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

		<p>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"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying conSafety Gears of each package;</li> <li>(iv.) insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul> <p>The above documents shall be received by the PE 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>
12.	8.3	<p><b>For Goods from within the United Republic of Tanzania:</b> Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> <li>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(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.</li> </ul> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		<b>Insurance (GCC 9)</b>
		<b>Incidental Services (GCC 10)</b>
13.	10.1	<p>Incidental services to be provided are: <i>[Selected services covered under GCC 10 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>

<b>Warranty (GCC 12)</b>		
14.	12.2	<p>GCC 11.2 – In partial modification of the provisions, the warranty period shall be <b>36 months</b> from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p><b>or</b></p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
15.	12.4 & 12.5	The period for correction of defects in the warranty period is: <b>10 days</b>

**Payment (GCC 13)**

Installment	Percentage of amount payable.	Payment milestone
1 <sup>st</sup>	25% of the tendered cost.	Upon award of work to the selected constructor (L1).
2 <sup>nd</sup>	25% of the tendered cost.	On completion of 60% of the project work.
3 <sup>rd</sup>	Final balance payment of 50% of the total cost or balance amount remaining out of the tendered cost.	Upon completion of the work after recommendation by project Monitoring Committee.

**SECTION VI: SCHEDULE OF REQUIREMENTS AND PRICES**

### Schedule of Requirements and Prices

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery. In order to determine the correct date of delivery hereafter specified, the Procurement Entity 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.

S/NO.	ITEM	DESCRIPTION	UNITY	QTY	RATE	AMOUNT
1.	Carpet Tiles	Carpet tiles Library - 400m2 Carpet Colour - Gray		As per area		
2.	Air Conditioners	Brand Name - HISENSE I Investor BTU 24.		02		
3.	Service Desk with chair			01		
4.	Coffee Machine	Coffeemachine - 15 Bar Espresso Coffee Machine with foaming Milk frother wand, High performance 1300W. Brand - Geek Chef Capacity - 12 Cups Color - Stainless steel Product Dimensions 10.6"D x 7.6" x 11.2"H Special Feature - Removable Tank Company made - Zhongshan Bowen Home Appliances Co., Ltd.		01		
5.	Lighting Enhancement	- LEDpanel 18W	Pcs	63		
6.		_ LED Tubelight 18W	Pcs	37		
7.	Upholstered chair	Upholstered chair Single seat Colour - Gray Colour (Kijivu)		16		
8.	Reader Table			04		
9.	Book Racks	Book Racks with shelves book stand		06		
10.	Shelving Catalogues (Journal/Newspaper/Coffee Table Book holder)	Carrying Capacity - 6 Height - 192 CM Width - 36 CM		02		



11.	Wall Painting and Posters	18 M <sup>2</sup>		As required		
12.	Miscellaneous furniture (upgradation of Library at CSC Duluti) a. Library Counter/Service Desk with Chairs b. Timber Coffee Table			As required  01  02		
13.	Computer - Dell	New Opiplex small form factorspecs Customize Processor 13 <sup>th</sup> gen Intel® Core™ i7 - 13700 OS Windows 11 Pro Graphics Intel® Integrated Graphics Memory 16 GB DDR5 Storage 512 GB SSD		05		

**INDICATIVE PICTURE OF GENERAL OFFICE FACILITIES**



**Reader Table**



**Carpet Tiles (Gray)**



**Upholstered chair**  
**Single seat**  
**Colour - Gray**

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**Readerchair**



**Book Racks with shelves book Stand**



**Coffee machine**



**Library Counter/Service Desk with Chairs**

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**Timber Coffee Table**



**Shelving catalogues Journal**



**Air Condition – Hisense I investor BTU 24**



Total Amount (in words)	
The delivery period offered is:	5months from date of Contract.
Goods to be delivered at:	<b>Command and Staff College Duluti Arusha, Tanzania.</b>

Name ..... in the capacity of .....

Signature of Tenderer: \_\_\_\_\_

Duly authorized to sign the Tender for and on behalf of .....

Dated on .....day of .....2023 .....

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

**SECTION VII: TECHNICAL SPECIFICATIONS**

*[Attach]*

## **SECTION VIII: FORMS OF TENDER**

## 1. FORM OF TENDER

Date:

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 are hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

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 declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, 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 the United Republic 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** **Amount and currency****Purpose of Commission** **Or recipient or gratuities**

.....

*(if none state "none")*

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 \_\_\_\_\_ 20U\_\_\_\_\_.

*(Name)*

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## 2. Form of Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PE and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITT 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITT 13.4(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC 23.

Sections of the Services	Value of Subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last *(insert period)* years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc.

List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITT 3 of the bidding documents.

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the PE.
- 1.10 Information regarding any litigation, current or within the last *(insert period)* years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

1.12 Statement of compliance with the requirements of ITT 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

**2. Joint Ventures**

2.1 The information listed in 1.11 - 1.12 above shall be provided for each partner of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITT 12.1, if applicable.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

*Or [delete statement which does not apply]*

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission

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

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

Name of Bidder: \_\_\_\_\_

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

### 3. Letter of Acceptance

*[Letter head paper of the PE]*

*[date]*

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

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

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 44.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority, PPRA, TAU, CAG & Attorney General.

#### 4. Form of Contract

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name and address of PE*] of Tanzania (hereinafter called “the PE”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of agreement;
  - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the GCC;
  - (g) the Purchaser’s Letter of Acceptance; and
  - (h) [*add here: any other documents*]
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the PE)

Witness to the signatures of the PE:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the PE)

Witness to the signatures of the Supplier: .....

## **SECTION IX: FORMS OF SECURITIES**



## 1. Tender Security Form

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 Purchase") in the sum of [amount] for which payment well and truly to be made to the said PE, the Bank binds itself, its successors, and assigns 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 Tender
  - (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
  - (b) Disagreement to arithmetical correction made to the tender price; 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.
2. We undertake to pay to the PE up to the above amount upon receipt of its first written demand, without the PE having to substantiate its demand, provided that in its demand the PE 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 (28) 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** .....

## 2. 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;
- (b) Disagreement to arithmetical correction made to the tender price; 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.]*

## **SECTION X: INTEGRITY**

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

- (1) Each tenderer must Submit a statement, as part of the tender documents, with either of the the following text (Format 1 or Format 2).

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 attached

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

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

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

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