

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN**



MEDICAL STORES DEPARTMENT



**INTERNATIONAL COMPETITIVE BIDDING
INVITATION FOR TENDER**

FOR

**SUPPLY OF OPHTHALMOLOGY EQUIPMENT AND SUPPLIES
FROM MANUFACTURERS USING FRAMEWORK AGREEMENT**

INVITATION FOR TENDER No: IE-009/2018-2019/HQ/G/SP/19

Director General,
Medical Stores Department
P.O. Box 9081
Dar es Salaam
Tanzania

Tel: 255 22 28608907
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SECTION I: INVITATION FOR TENDERS

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY
AND CHILDREN



msd

medical stores department
ISO 9001:2015 Certified

MEDICAL STORES DEPARTMENT

INTERNATIONAL COMPETITIVE BIDDING

INVITATION FOR TENDER

**Tender No: IE-009/2018-19/HQ/G/SP/19
FOR**

**SUPPLY OF OPHTHALMOLOGY EQUIPMENT AND SUPPLIES FROM
MANUFACTURERS USING FRAMEWOK AGREEMENT**

1. Medical Stores Department under the Ministry of Health, Community Development, Gender, Elderly and Children has set aside Special funds for the Procurement of Ophthalmology Equipment and Supplies from Manufacturers using Framework Agreement during the financial year 2018/2019. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Supply of Ophthalmology Equipment and Supplies from Manufacturers using Framework Agreement under tender No: IE-009/2018-19/HQ/G/SP/19.
2. The Medical Stores Department Tender Board on behalf of the Medical Stores Department under the Ministry of Health, Community Development, Gender, Elderly and Children now invites sealed tenders from eligible Tenderers for Supply of Ophthalmology Equipment and Supplies using Framework Agreement.
3. Tendering will be conducted through the **International Competitive Bidding** procedures specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 and are open to all Tenderers as defined in the Regulations.
4. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the Secretary, **MSD Tender Board, off Nyerere**

Road, Keko Mwanga P. O. Box 9081, Dar es Salaam from 28th September, 2018 **at 8.00 to 15.30 Hours** on Mondays to Fridays inclusive except on public holidays.

5. A complete set of Tendering Document in English may be purchased by a bidder upon submission of a written application to the Director **General, Medical Stores Department, Off Nyerere Road, P.O. Box 9081 Dar es Salaam** and upon payment of a non-refundable fees of **USD 50**. Payment should either through bank transfer (extra charge of USD 25 as bank transfer charges should added to the fee). The following bank details should be used:

Beneficiary Account Name: **Medical Stores Department**
ACCOUNT NO. TSH: **004600000793401**
US \$: **004600000793402**
Beneficiary's Bank: **TIB Corporate Bank, 7th Floor, Samora Tower**
Corner of Samora Avenue/Bridge Street, Dar es Salaam,
Tel: +255 22 2162445
SWIFT CODE: **TAINTZTZ.**

6. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
7. Tender in one original plus one copy and soft copy, properly filled in, and enclosed in plain envelopes must be delivered to the address Secretary Medical Stores Department Tender Board off Nyerere Road, Keko Mwanga P.O Box 9081 Dar es Salaam **Tender No: IE-009/2018-19/HQ/G/SP/19 for Supply of Ophthalmology Equipment and Supplies from Manufacturers using Framework Agreement. NOT TO BE OPENED AT OR BEFORE 10.00 HRS ON Friday 26th October 2018.** Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the MSD Board Room.
8. Late tenders, portion of tenders, electronic tenders, tenders not received, tenders not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

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SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

1. **Scope of Tender**
 - 1.1 The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the provision of Supplies and Related Services as specified in the **Tender Data Sheet** and Section VII, Technical Specification. Tenders are invited for an estimated quantity of Supplies, as specified in **Tender Data Sheet**, under a framework contract arrangement.
 - 1.2 The successful Tenderer will be expected to supply the supplies and services during the required period specified in the **Tender Data Sheet**.
2. **Source of Funds**
 - 2.1 The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet**. 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 related goods and or services as described in the **Tender Data Sheet**.

Or

The Government of the United Republic of Tanzania through the Procuring Entity named in the **Tender Data Sheet** has received/has applied for/intends to apply for a [loan/credit/grant] from the financing institution named in the **Tender Data Sheet** towards the cost of the project described in the **Tender Data Sheet**, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the **Tender Data Sheet**.
 - 2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Procuring Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
3. **Eligible Tenderers**
 - 3.1 A Tenderer may be a natural person, private entity, and government-owned entity, subject to ITB Sub-Clause 3.4, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Tender Data Sheet**, all

parties 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 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 **Tender Data Sheet**, there is no limit on the number of members in a joint venture, consortium, or association.

- 3.2 The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity.
- 3.3 Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Entity.
- 3.4 The invitation for Tenders is open to all suppliers as defined in the Public Procurement Regulations, 2013 except as provided hereinafter.
- 3.5 National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved supplier in Tanzania before signing the Contract.
- 3.6 A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:
 - 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 Procuring Entity to provide

consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Tenders; or

- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this tender; or
- 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 Procuring Entity regarding this tendering process; or
- 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
- g) participated as a consultant in the preparation of the design or technical specifications of the supplies and services and related services that are the subject of the tender.

- 3.7 Firms and individuals may be ineligible if –
- (a) such person is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) payments in favour of the person, company or firm 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;
 - (c) legal proceedings are instituted against such person, company or firm 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;

- (d) the person, company or firm is convicted, by a final judgment, of any offence involving professional conduct;
- (e) the person or company is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.

- 3.8 Public or Semi-public owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous, operate under commercial law, they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
- 3.9 Tenderers shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
- 3.10 Tenderer shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.11 Tenderers shall submit proposals to 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.

4. Eligible Supplies and Related Services

- 4.1 All Supplies and Related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with the Public Procurement Regulations, 2013. For

purposes of this Tender, ineligible countries are stated in the **Tender Data Sheet**.

- 4.2 For purposes of this Clause, the term "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
- 4.3 The term "country of origin" means the country where the Supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised 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 Supplies shall not determine their origin.
- 4.5 If so required in the **Tender Data Sheet**, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the United Republic of Tanzania, the Supplies indicated in its Tender.
- 4.6 To establish the eligibility of the Supplies and Related Services, Tenderers shall fill the country of origin declarations in the Price Schedule included in the Forms of Tender.

5. One Tender per Tenderer

- 5.1 A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
- 5.2 No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same Tendering process.
- 5.3 A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
- 5.4 A Tenderer who submits or participates in more

than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.

6. **Cost of Tendering** 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.

B. Tender Documents

7. **Content of Tendering Documents** 7.1 The supplies and services required, tendering procedures, and contract terms are prescribed in the Tendering Documents. Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT sub-Clause 9.2 include:
- Section II: Instructions to Tenderers (ITT)
 - Section III: Tender Data Sheet (TDS)
 - Section IV: General Conditions of Contract (GCC)
 - Section V: Special Conditions of Contract (SCC)
 - Section VI: Schedule of Requirements
 - Section VII: Technical Specifications
 - Section VIII: Forms of Tender
 - Form of Tender
 - Price Schedule for Supplies and Related Services
 - Form of Qualification Information
 - Section IX
 - Forms of Security
 - Tender Security Form / Tender Securing Declaration)
 - Letter of Acceptance
 - Form of Contract
 - Performance Security Form
 - Bank Guarantee for Advance Payment Form
 - Manufacturer's Authorization Form
 - Section X
 - Undertaking By Tenderer On Anti - Bribery Policy / Code Of Conduct and Compliance Programme
- 7.2 The number of copies to be completed and returned with the Tender is specified in the

Tender Data Sheet

- 7.3 The "Invitation for Tenders" (Section I) issued by the Procuring Entity does not form part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in Sub-Clause 7.1 above, the said Tendering Documents will take precedence.
- 7.4 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Procuring Entity.
- 7.5 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.

8. Clarification of Bidding Documents

- 8.1 A prospective Tenderer requiring any clarification of the Tendering Documents may notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 8.2 The Procuring Entity will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1 and in case of non-competitive methods, three (3) days prior to the deadline for submission of Tenders..
- 8.3 Copies of the Procuring Entity's response will be forwarded to all Purchasers of the tendering documents, including a description of the inquiry, but without identifying its source.
- 8.4 Should the Procuring Entity deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under IIT Clause 9.

9. Amendment of

- 9.1 Before the deadline for submission of Tenders, the

Tendering Documents

Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.

- 9.2 Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to all who have obtained the Tendering Documents directly from the Procuring Entity. Prospective Tenderers shall acknowledge receipt of each addendum by in writing or in electronic forms that provide record of the content of communication to the Procuring Entity.
- 9.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of Tenders, pursuant to IIT sub-Clause 22.2.

C. Preparation of Tenders

- 10. **Language of Tender**
 - 10.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Tender Data Sheet**, in which case, for purposes of interpretation of the Tender, the translation shall govern.
- 11. **Documents and Sample (s) Constituting the Tender**
 - 11.1 The tender prepared by the Tenderer shall constitute the following components:
 - a) Form of Tender and a Price Schedule completed in accordance with IIT Clauses 14 and 15;
 - b) Form of Sample(s) as requested in the **Tender Data Sheet**.
 - c) Documentary evidence established in accordance with IIT Clause 13 that the Tenderer is eligible to Tender and is qualified

to perform the contract if its Tender is accepted;

- d) Documentary evidence established in accordance with ITT sub-Clause 13.3(a) that the Tenderer has been authorized by the manufacturer to supply the related goods and or services into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those related goods and or services.
- e) Documentary evidence established in accordance with ITT Clause 12 that the supplies and ancillary services to be supplied by the Tenderer are eligible and services and conform to the Tendering Documents;
- f) Tender Security or Tender Securing Declaration furnished in accordance with ITT Clause 18;
- g) Written power of attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT sub-Clause 20.2;
- h) The power of attorney should be submitted in the format provided.
- i) Any other document required in the **Tender Data Sheet**.

11.2 Where a sample(s) is required by a Procuring Entity, the sample shall be:

- (a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;
- (b) carriage paid;
- (c) received on, or before, the closing time and date for the submission of tenders; and
- (d) evaluated to determine compliance with all characteristics listed in the **Tender Data Sheet**.

- 11.3 The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-
- (a) does not conform to all characteristics prescribed in the solicitation documents and
 - (b) are not submitted within the specified time.
- 11.4 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.
- 11.5 Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring Entity be liable for the cost of making them.
- 11.6 All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the Procuring Entity and shall dispose them in such a manner as may be directed by the Accounting Officer.

12. Documents Establishing Eligibility of Supplies and Related Services and Conformity to Tendering Documents

- 12.1 Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering Documents of all supplies and/or related services which the Tenderer proposes to supply under the contract.
- 12.2 The documentary evidence of the eligibility of the supplies and related services shall consist of a statement in the Price Schedule of the country of origin of the supplies and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the supplies and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristics of

the supplies;

- b) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the supplies and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- c) any other procurement specific documentation requirement as stated in the **Tender Data Sheet**.

12.4 For purposes of the commentary to be furnished pursuant to sub-Clause 12.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12.5 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.

13. Documents Establishing Eligibility and Qualifications of the Tenderer

13.1 Pursuant to ITT Clause 11, 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.

13.2 The documentary evidence of the Tenderer's eligibility to Tender shall establish to the Procuring Entity's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT Clause 4.

13.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, in the case of a Tenderer offering to supply items under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the supplies' Manufacturer or producer to supply the related goods and or services in the United Republic of Tanzania;
- b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Tender Data Sheet** ,
- 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 spare parts-stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications

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|---------------------------|------|--|
| 14. Form of Tender | 14.1 | The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. Tender Prices | 15.1 | The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below. |
| | 15.2 | All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive. |
| | 15.3 | The price to be quoted in the Form of Tender, in accordance with ITT Sub-Clause 14.1 shall be the total price of the tender, based on the estimated quantities specified, excluding any discounts offered. |
| | 15.4 | The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Form of Tender, in |

accordance with ITT Sub-Clause 15.8

- 15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce, as specified in the **Tender Data Sheet**.
- 15.6 Prices quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of tender by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:
- a) for Supplies;
 - i) the price of the Supplies, quoted CIP or other Incoterm as specified in the **Tender Data Sheet**;
 - ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Tenderer; and
 - iii) the total price for the item.
 - b) for Related Services;
 - i) the price of the Related Services;
 - ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Related Services, if the Contract is awarded to the Tenderer; and
 - iii) the total price for the item.
- 15.7 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 **Tender Data Sheet**. A tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. However, if in accordance with the **Tender Data Sheet**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a tender submitted with a fixed price

quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITT Sub-Clause 1.1, 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 the package. Price reductions or discounts shall be submitted in accordance with ITT Sub-Clause 15.4, provided the tenders for all lots are submitted and opened at the same time.

16. Tender Currencies

16.1 Prices shall be quoted in the following currencies:

- a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **Tender Data Sheet**.
- b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

16.2 The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in sub-Clause.16.1 above shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of sub-Clause 31.1 shall apply. In any case, payments will be computed using the rates quoted in the tender.

16.3 Tenderers shall indicate details of their expected foreign currency requirements in the tender.

- 16.4 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1.
17. **Tender Validity Period**
- 17.1 Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the date of the tender submission deadline prescribed by the Procuring Entity pursuant to IIT Clause 22. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their tenders for a specified additional period. The request and the Tenderers responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration. . A Tenderer agreeing the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with IIT Clause 18 in all respects.
- 17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
18. **Bid Security or Tender Securing Declaration**
- 18.1 Pursuant to IIT Clause 11, unless otherwise specified in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet** or Tender Securing Declaration as specified in the **Tender Data Sheet** in the formal specified in **Section VIII**
- 18.2 The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant

to sub-Clause 18.9.

- 18.3 The Tender Security shall be denominated in the currency of the tender or in another freely convertible currency, and 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, in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity 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; or,
 - b) a cashier's or certified cheque.
 - c) another security if indicated in the **Tender Data Sheet**
- 18.4 The Tender Security or Tender Securing Declaration of a Joint Venture must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of tendering, the Tender Security or Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.
- 18.5 The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender Security or Tender Securing Declaration included in Section VIII or another form approved by the Procuring Entity prior to the tender submission.
- 18.6 The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.
- 18.7 Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 29.

- 18.8 Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender Validity prescribed by the Procuring Entity pursuant to ITT Clause 18.
- 18.9 The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to ITT Clause 41, and furnishing the performance security, pursuant to ITT Clause 42.
- 18.10 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer
 - i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in sub-clause 17.2; or
 - ii) does not accept the correction of errors pursuant to sub-clause 30.3; or
 - b) in the case of a successful Tenderer, if the Tenderer fails:
 - i) to sign the contract in accordance with ITT Clause 41; or
 - ii) to furnish performance security in accordance with ITT Clause 42.
- 18.11 The Tender Security or Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
- 18.12 A Tenderer shall be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Security or Tender Securing Declaration:
- (a) if the Tenderer withdraws its bid, except as provided in sub-Clauses 17.2 and 30.2; or
 - (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

- (i) sign the contract, or
- (ii) furnish the required performance security

19. Alternative Tenders by Tenderers

19.1 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 **Tender Data Sheet**. If so allowed, sub-Clause 19.2 shall prevail.

19.2 If so allowed in the **Tender Data Sheet**, 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 Procuring Entity, 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 Procuring Entity.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the tender, except for unamended printed literature, shall be signed or

initialled by the person signing the Tender.

- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
- 20.4 The Tenderer shall furnish information as described in the Form of Tenderer on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall enclose the original and each copy of the tender, in separate sealed 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.
- 21.2 The inner and outer envelopes shall:
 - a) be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
 - b) bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFT) title and number indicated in the **Tender Data Sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to sub-Clause 22.1.
- 21.3 In addition to the Sub-Clause 21.2, 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" pursuant to ITB Clause 23 and for matching purpose under ITT Clause 24.
- 21.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the tender.
- 21.5 In addition to the identification required in sub-Clause 22.2, the inner envelopes shall indicate the

name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 23, and for matching purposes under Clause 24.

21.6 If the outer envelope discloses the Tenderer's identity, the Procuring entity will not guarantee the anonymity of the tender submission, but this shall not constitute grounds for rejection of the tender

22. Deadline for Submission of Tenders

22.1 Tenders shall be received by the Procuring Entity at the address specified under sub-Clause 21.2 and no later than the date and time indicated in the **Tender Data Sheet**.

22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

23. Late Tenders

23.1 The Procuring Entity shall not consider for evaluation any tender that arrives after the deadline for submission of tenders, in accordance with ITT Clause 22.

24.2 Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer

24. Modification, Substitution or Withdrawal of Tenders

24.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, substitution or withdrawal notice of the Tender, is received by the Procuring Entity prior to the deadline for submission of Tenders.

24.2 The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 21 and 22 with outer and inner envelopes additionally marked "MODIFICATION, SUBSTITUTION OR WITHDRAWAL". The notice may also be sent by electronic mail, telex or facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

- 24.3 Tenders may only be modified by withdrawal of the original tender and submission of a replacement tender in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of tenders.
- 24.4 Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
- 24.5 No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval may result in the Tenderer's forfeiture of its Tender Security, or execution of Tender Securing Declaration pursuant to the sub-Clause 18.9.

E. Opening and Evaluation of Tenders

- 25. **Opening of Tenders**
 - 25.1 The Procuring Entity will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to IIT Clause 24, in public in the presence of Tenderers' representatives who choose to attend and other parties with legitimate interest in the tender proceedings, at the place, on the date, and at the time specified in the **Tender Data Sheet**. The Tenderers' representatives present shall sign a register as proof of their attendance.
 - 25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to IIT Clause 24 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.

- 25.3 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 or Tender Securing Declaration pursuant to ITT clause 18.6 and such other details as the Procuring Entity may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.
- 25.4 Tenders or modifications that are not opened and not read out at 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.
- 25.5 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 Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's tender.
- 25.6 No tender will be rejected at tender opening except for late tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.
- 25.7 The Procuring Entity 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.
- 25.8 The Tenderer's 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 contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
- 25.9 A copy of the minutes of the tender opening shall be furnished to individual Tenderers upon request.

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
- 26.2 Any effort by a Tenderer to influence the Procuring Entity processing of tenders or award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT sub-Clause 26.2, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it should do so in writing or in electronic forms that provides record of the content of communication.
- 27. Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, and comparison of tenders and post-qualification of Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- 27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the Tenders in accordance with ITT Clause 30.
- 27.3 From the time of tender opening to the time of contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the tender it should do so in writing or in electronic forms that provides record of the content of communication.
- 28. Preliminary Examination of Tenders**
- 28.1 Prior to the detailed evaluation of tenders, the Procuring Entity will determine whether each tender
- (a) meets the eligibility criteria defined in ITT Clause 3 and 4;
 - (b) has been properly signed;
 - (c) is accompanied by the required

securities; and
(d) is substantially responsive to the requirements of the Tendering Documents. The Procuring Entity's determination of a tenderer's responsiveness will be based on the contents of the tender itself.

28.2 A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or delivery of related goods and or services;
- b) limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.

28.3 The Procuring Entity will confirm that the documents and information specified under ITT Clause 11, 12 and 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

28.4 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

28.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

29. Examination of Terms and Condition; Technical Evaluation

29.1 The Procuring Entity shall examine the tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.

29.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 12 and ITT Clause 13, to confirm that all

requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Section VII – Technical Specifications have been met without material deviation or reservation.

29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

30. Correction of Errors

30.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected as follows:-

- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.2 The amount stated in the tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing declaration may be executed in accordance with sub-Clause 18.9.

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Procuring entity will convert all tender prices expressed in the various currencies in which they are payable to either:

- a) in Tanzania Shilling at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania.
 - or
 - b) in 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 for the amount payable in Tanzania Shillings.
- 31.2 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 **Tender Data Sheet**.
- 32. Commercial Evaluation of Tenders**
- 32.1 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to IIT Clause 29.
- 32.2 To financially evaluate a tender, the Procuring Entity shall only use the criteria and methodologies defined in this Clause. No other criteria or methodology shall be permitted.
- 32.3 The Procuring Entity's financial comparison of tenders may require the consideration of factors other than costs, in addition to the tender price quoted in accordance with IIT Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders.
- 32.4 To financially compare tenders, the Procuring Entity shall:
- a) correct any arithmetic errors in accordance with IIT Sub-Clause 30.1;
 - b) apply any unconditional discounts offered in accordance with IIT Sub-Clause 15.1;
 - c) make adjustments for any nonmaterial nonconformities and omissions in accordance with IIT Sub-Clauses 28.2 and 29.2 respectively;

- d) convert all tenders to a single currency in accordance with ITT Clause 31;
- e) apply any margin of preference in accordance with ITT Clause 33;
- f) determine the total evaluated price of each tender.

33. National Preference

- 33.1 If the **Tender Data Sheet** so specifies, the Procuring Entity will grant a margin of preference to supplies manufactured in the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the Procuring Entity that its Tender complies with the criteria specified in sub-Clause 13.3.
- 33.2 The Procuring Entity will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Form of Tender and Price Schedules, pursuant to ITT Clauses 14 and 15.
- 33.3 For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:
- a) **Group A:** Tenders offering supplies manufactured within the United Republic of Tanzania, for which:
 - (i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the related goods and or services offered; and
 - (ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.
 - c) **Group B:** Tenders offering supplies from overseas which are to be directly imported or already imported.
- 33.4 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 being the lowest, it will be selected for contract award.

33.5 If, as a result of the preceding comparison, the lowest evaluated Tender is from Group B, all Group B Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported supplies offered in each Group B Tender, the margin of preference of 15%.

33.6 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 B, as determined from the comparison under sub-Clause 33.5 above, will be selected for award.

34. **Determination of the Lowest Evaluated Bid** 34.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

35. **Post-qualification of Bidder** 35.1 If prequalification was not undertaken, post-qualification shall be performed.

After determining the lowest-evaluated tender, the Procuring Entity shall carry out the post-qualification of the Tenderer using only the requirements specified in the **Tender Data Sheet**.

35.2 Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-qualification. The following process shall apply:

- (a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procuring Entity as to the ability of the tenderer that presented that tender to perform the contract.

- (b) Before rejecting an abnormally low tender the procuring entity shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormal
- (c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;
- (d) The Accounting Officer (Procuring Entity) shall seek the approval of the Authority prior to rejecting a tender;
- (e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and

An abnormally low tender means, in the light of the Procuring Entity's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.

- 35.3 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.
- 35.4 The determination will evaluate the Tenderer's financial, technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITB Clause 13, as well as other information the Procuring entity deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
- 35.5 A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of

- contract.
- 35.6 In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
- 35.7 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next-lowest evaluated Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

- 36. Criteria of Award**
- 36.1 Subject to ITT Clause 35 and 37, the Procuring Entity will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to (a) have supplies that are eligible pursuant to ITT Clause 3 and (b) be eligible in accordance with the provisions of ITT Clause 4, and (c) is determined to be qualified to perform the Contract satisfactorily (d) successful negotiations have been concluded, if any.
- 36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a "slice and package" basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
- 37. Negotiations**
- 37.1 Negotiations may be undertaken with the lowest evaluated tender relating to the following areas:
- (a) a minor alteration to the technical details of the specifications;
 - (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
 - (c) a minor amendment to the Special Conditions of Contract;

- (d) finalizing payment arrangements;
 - (e) delivery arrangements;
 - (f) the methodology; or
 - (g) clarifying details that were not apparent or could not be finalized at the time of Tendering.
- 37.2 Where single source method was used or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the Goods.
- 37.3 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the Procuring Entity shall not reopen earlier negotiations.
38. **Procuring Entity's Right to Accept Any Tender and to Reject Any or All Tenders**
- 38.1 Notwithstanding award criteria ITT Clause 36, Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Procuring Entity's action.
- 38.2 Notice of the rejection of all tenders shall be given promptly to all suppliers that have submitted tenders.
- 38.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
39. **Procuring Entity's Right to Vary Quantities at the Time of Award**
- 39.1 The Procuring entity reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Tender Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
40. **Notification of**
- 40.1 Prior to awarding of the contract, the Procuring

Award

Entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.

- 40.2 Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 40.3 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 42 and signing the Contract in accordance with Sub-Clause 41.
- 40.4 Upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 42, the Procuring Entity will promptly notify unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security or Tender Securing Declaration of the both the Tenderer pursuant to ITT Clause 18.7.
- 40.5 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity that authorized the award of Contract. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its tender without disclosing information about other Tenderers.

41 Signing of Contract

- 41.1 Promptly after notification, Procuring Entity shall send the successful Tenderer the Form of Contract and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 41.2 Within twenty eight (28) days of receipt of the

Form of Contract, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.

42. Performance Security

42.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **Tender Data Sheet** and the **Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

42.2 If the Performance Security is provided by the successful Tenderer, it shall be in any of the following forms:

- (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

42.3 Failure of the successful Tenderer to comply with the requirements of sub-Clause 42.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the Procuring Entity may take under the Contract and the Procuring Entity may resort to awarding the Contract to the next ranked Tenderer.

43. Advance Payment

43.1 The Procuring Entity will provide an Advance Payment as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the **Tender Data Sheet**.

43.2 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 an estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of supplies. These expenses will relate to the purchase of equipment and supplies on the engagement of labour during the first months, beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.

- 44. Adjudicator** 44.1 The Procuring Entity proposes the person named in the **Tender Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Tender Data Sheet**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 45. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices** 45.1 The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.
- a) defines, for the purpose of this provision, the terms set forth below as follows:-
- i) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;
- ii) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly

the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

- iii) iii) "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice;
- iv) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- v) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;
- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt ,fraudulent coercive, collusive and obstructive practices in competing for the contract;
- c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, fraudulent, coercive, collusive and obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that

contract, without the Procuring Entity or approving authority having taken timely and appropriate action satisfactory to the Government of the United Republic of Tanzania to remedy the situation

- d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent, coercive, collusive and obstructive practices in competing for, or in executing, a public - financed contract

45.2 The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive, collusive and obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.

45.3 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

G. Review of Procurement Decisions

- | | | |
|---|------|--|
| 46. Right to Review | 46.1 | A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section. |
| 47. Time Limit on Review | 47.1 | The Tenderer shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute. |
| 48. Submission of Application for Review | 48.1 | Any application for administrative review shall be submitted in writing or electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement |

Regulatory Authority (PPRA) at the address shown in the **Tender Data Sheet**.

48.2 The application for administrative review shall include:

- a) details of the procurement or disposal requirements to which the complaint relates;
- b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;
- c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;
- d) documentary or other evidence supporting the complaint where available;
- e) Remedies sought; and
- f) any other information relevant to the complaint.

48.3 The head of a Procuring Entity or of the approving authority shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.

49. Decision by the Head of Procuring Entity

49.1 The head of a Procuring Entity shall, within fourteen (14) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

- a) whether the application is upheld in whole, in part or rejected;
- b) the reasons for the decision; and
- c) any corrective measures to be taken;

49.2 Where the head of a Procuring Entity does not issue a decision within the time specified in 49.1, the Tenderer submitting the complaint or dispute or the Procuring Entity shall be entitled immediately thereafter to institute proceedings under ITB Clause 50.1 within fourteen (14) days after such specified time and upon instituting such proceedings, the competence of the head of a

- Procuring Entity to entertain the complaint or dispute shall cease.
50. **Review by the Public Procurement Appeals Authority**
- 50.1 Complaints or disputes which-
- a) are not settled within the specified period under Sub-Clause 49.1[above];
 - b) are not amicably settled by the accounting officer;
 - c) arise after the procurement contract has entered into force, shall be referred to the Appeals Authority within fourteen days from the date when the tenderer received the decision of the accounting officer or;
 - d) in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.1 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute;
 - (e) arise out of provision of Section 62(6) of the Act.
- 50.2 PPAA may be contacted at the address shown in the **Tender Data Sheet**.

SECTION III: TENDER DATA SHEET

Tender Data Sheet

The following specific data for the supplies 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 Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	Name of Procuring Entity: MEDICAL STORES DEPARTMENT The subject of procurement is: Supply Of Ophthalmology Equipment and Supplies from Manufacturers using Framework Agreement
2.	1.2	Period for supplies: TWENTY FOUR (24) MONTHS Commencement date for supply: JANUARY 2019 Completion date for supply: DECEMBER 2020
3.	2.1	Financial year for the operations of the Procuring Entity: 2018/2019 -2019/2020 Name and identification number of the Contract: IE-009/2018-2019/HQ/G/SP/19 Name of Project: Supply Of Ophthalmology Equipment and Supplies using Framework Agreement Name of financing institution: MEDICAL STORES DEPARTMENT
4.	2.2	Payments shall be made directly by MEDICAL STORES DEPARTMENT, through Letter of Credit to the Supplier for each Call-Off order.
5.	3.1	Maximum number of members in the Joint Venture, consortium or association shall be [N/A]
		Ineligible countries are: those as per current United Nations Embargo
6.	4.5	Demonstration of authorization by manufacturer NOT APPLICABLE

Deleted: ¶

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
B. Tendering Documents		
7.	7.2	The number of copies to be returned; ONE ORIGINAL PLUS ONE COPY AND ONE SOFT COPY OF THE BID CLEARLY MARKED ORIGINAL BID AND COPY
8.	8.1	The address for clarification of bidding documents is Secretary, MSD Tender Board, Medical Stores Department, off Nyerere road, Keko Mwanga, P. O. Box 9081, Dar es salaam, Tanzania
C. Preparation of Tenders		
9	10.1	The Language of all correspondences and documents related to the tender is: ENGLISH
10.	11.1 (b)	Form of Sample(s) as requested in the Tender Data Sheet. NOT APPLICABLE
11.	11.1 (i)	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid <ul style="list-style-type: none"> • Copy of Certificate of Incorporation, • Original Power of attorney notarized by lawyer and specific for this tender, • Copy of Cash receipt for purchase of Tender document. • Copy of TIN, VAT where applicable, • Copy of Valid Business License, • Manufacturer License, • Certified audited financial statement for the last three years.2014,2015,2016, • Anti-Bribery Policy specific for specific for this tender, • Attach copies of three (3) previous performed Contracts of similar goods.

		<ul style="list-style-type: none"> • ISO/CE/EN/GMP CERTIFICATE • Product Catalogue for all items tendered. • TFDA Registration where applicable • If the products require registration the bidder will incur the cost of registration
12.	11.2 (d)	Not applicable
13.	12.3 (c)	<p>Other procurement specific information required from Tenderers in ITT Clause 12.3(c) is as follows:</p> <ol style="list-style-type: none"> I. Certified Copy of registration certificate of product tendered from Regulatory Authority in the country of manufacture to supply the goods. II. Bid must contain copies of documentary evidence to prove that the medical supplies and equipment tendered are manufactured according to GMP (Good manufacturing practice)/ISO or CE III. The manufacturing industries quoted should be ISO/CE certified. IV. Certificate of registration from TFDA, or TBS(where applicable) V. Bidders shall be required to indicate minimum order quantity for call off order for each item quoted <p>AS PER ITT 12.3 (a and b)</p>
14	12.4	<ol style="list-style-type: none"> 1. By the time of Contract signing and where the goods tendered are not registered by TFDA, the successful Tenderer shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: The tenderer must submit a letter from TFDA confirming that the evaluation of the product has been completed and has been granted with registration/market authorization for all Class A, B, C and D medical supplies and equipment. 2. By the time of delivery of the goods, the successful Tenderer shall have complied with the requirements of Pre shipment verification of Conformity (PVOC) before export the goods where applicable.

15	12.4.1	<p>For the purpose of obtaining additional information about the requirements for registration Tenderers may contact:</p> <p>The Director General Tanzania Food and Drugs Authority (TFDA) P.O.Box 77150 Dar es Salaam, Tanzania Tel: 255 22 2450512, 2450751,24504469 Fax: 255 22 2450793 E-mail: info@tfda.or.tz Website: www.tfda.or.tz.</p> <p>For the purpose of obtaining additional information about the requirements Pre shipment verification of Conformity (PVOC), Tenderers may contact:</p> <p>2. The Director General Tanzania Bureau of Standard (TBS) P.O.Box 9524 Dar es Salaam, Tanzania Tel: 255 22 2450298, 2450206 Fax: 255 22 959 E-mail: info@tbs.go.tz Website: www.tbs.go.tz.</p>
14.	13.3 (b)	<p>The qualification criteria required from Tenderers in ITT Clause 13.3(b) is modified as follows:</p> <p>(a) Financial Capability</p> <ul style="list-style-type: none"> • Sales turnover for the past two (2) years of not less than USD 43,000 per year. • Certified audited financial statement for the last Three (3) years. 2014,2015,2016 <p>(b) Experience.</p> <ul style="list-style-type: none"> • Provide evidence of at least three (3) contracts of supplying the similar goods in any institutions/agencies/ organizations. <p>(c) Technical capability</p> <ul style="list-style-type: none"> • Bidders should submit evidence of supply of similar goods and conformity of technical specification
TDS Clause	ITT	Amendments of, and Supplements to, Clauses in the

Number	Clause Number	Instruction to Tenderers
15.	15.5	The rules governing the terms are prescribed in INCORTEM 2010
16.	15.6 (a)(i)	The price quoted shall be CFR for Overseas Manufacturers and DDP For Local Manufacturers
17.	15.7	The price shall be FIXED WITHIN AGREEMENT PERIOD
18.	16.1 (a)	a) For goods supplied from within the United Republic of Tanzania the currency of the Tender shall be TANZANIAN SHILLINGS; b) For Manufacturers originating outside the United Republic of Tanzania, the Bidder shall express its Bid in USD/EURO
19.	16.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on tender opening date .
20.	17.1	The Tender validity period shall be 120 DAYS .
21.	18.1	Bid Securing Declaration is applicable "YES"
22.	18.3 (c)	Other forms of security are N/A
23.	19.1	Alternative tenders to the requirements of the bidding documents WILL NOT be permitted
24.	20.1	The number of copies of the tender to be completed and returned shall be ONE ORIGINAL PLUS ONE COPY AND SOFT
25.	20.2	Written confirmation of authorization to sign on behalf of the bidder shall consist of Power of Attorney in original form notarized by the lawyer and specific for this tender.
D. Submission of Tender		
26.	21.2 (a)	For Tender submission purposes only, the Procuring Entity's address is: Street Off Nyerere Road, Keko Mwanga Address P.O. Box 9081 Building/Plot No. New Building Floor/Room No. First Floor City/Town Dar es salaam, Country Tanzania.
27.	21.2 (b)	Project name: SUPPLY OF OPHTHALMOLOGY EQUIPMENT AND SUPPLIES FROM MANUFACTURERS USING FRAMEWORK AGREEMENT IFB title and number: BID NO: IE-009/2018-2019/HQ/G/SP/19 Time and date for submission: 26th OCTOBER 2018,

		10:00HRS LOCAL TIME
28.	22.1	The deadline for Tender submission is a) Day : FRIDAY b) Date: 26th OCTOBER 2018 Time : 10:00HRS
E. Opening and Evaluation of Tenders		
29.	25.1	The tender opening shall take place at. The Bid opening shall take place at specified below Street Off Nyerere Road, Keko Mwanga address P.O Box 9081 Building/Plot: New Building Floor/Room No. First Floor conference room City/Town Dar es salaam Country Tanzania Day: FRIDAY 26th OCTOBER 2018 Time at 10:00 HRS
30.	31.2	The currency that shall be used for tender evaluation and comparison purposes to convert all tender prices expressed in various currencies is : TANZANIAN SHILLINGS The source of exchange rate shall be: BANK OF TANZANIA The date of exchange rate shall be: 26th OCTOBER 2018
31.	33	a) Margin of Preference shall 15% FOR LOCAL MANUFACTURERS.
32.	35.1	Post-qualification shall be carried out using the following requirements: (a) Financial Capability The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): ✓ Sales turnover for the past two (2) years of not less than USD 43,000 per year. ✓ Certified audited financial statement for the last Three (3) years. 2014,2015,2016

		<p>✓ Liquidity ratio of not less than 1</p> <p>(b) Experience and Technical Capacity</p> <p>The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):</p> <ul style="list-style-type: none"> ✓ Tenderers should submit evidence of supply records of similar goods and conformity of technical specification. ✓ Awarded Supplier will not be allowed to change manufacturer, <p>(c) The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:</p> <p>d) <u>Nonperforming Contracts</u>: The Tenderer shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five <i>[insert number]</i> years prior to the deadline for submission of Tenders.</p> <p>e) <u>The</u> Tenderer shall furnish documentary evidence to demonstrate that litigation did not occur within the last five <i>[5]</i> years prior to the deadline for submission of Tenders. All pending litigation shall in total not exceed 10% of the Tenderer's net worth.</p>
F. Contract Award		
33.	39.1	Percentage for quantity increase or decrease is 15%.
34.	42.1	The Performance Security shall be 10% OF THE CONTRACT PRICE
35.	43.1	The Advance Payment shall be limited to [NOT APPLICABLE] .
36.	43.2	Maximum amount of Advance payment shall be [NOT APPLICABLE]
37.	44.1	The Adjudicator proposed by the Procuring Entity is Tanzania Institute of Arbitrators (TIA)
		The hourly fee for this proposed Adjudicator shall be as per Tanzania Institute of Arbitrators (TIA) rates.
G. Review of Procurement Decisions		
38.	48.1	The address to submit complaints: Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 2865, DODOMA email: ceo@ppra.go.tz

		Website: www.ppra.go.tz
39.	50.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

SECTION IV: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser 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.
 - (b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
 - (c) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
 - (d) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
 - (f) "The Related Services" 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.
 - (g) "GCC" means the General Conditions of Contract contained in this section.
 - (h) "SCC" means the Special Conditions of Contract.
 - (i) "The Purchaser" means the entity purchasing the Goods and related service, as **named in SCC**.
 - (j) "The Supplier" means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal

successors or permitted assigns of the supplier.

- (k) "The Project Site" where applicable, means the place or places **named in SCC**.
- (l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies
- (m) "Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
- (n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call -offs) can be made throughout the term of the Agreement.
- (o) "Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call - off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
- (p) "Day" means calendar day.

- 2. **Application**
 - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
 - 2.2 These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.
- 3. **Nature and Period of Contract**
 - 3.1 The type of Contract is a Standing Offer Agreement

- 3.2 The Contract is a Framework Contract, the Period of the Contract is **Stated in the SCC**. The Contract shall Commence in accordance with the **nomination in the SCC**, being either a specific date or the Date of acceptance
4. **Governing Language** 4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in SCC**. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5. **Applicable Law** 5.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in SCC**.
6. **Country of Origin** 6.1 The origin of Goods and Services is distinct from the nationality of the Supplier.
7. **Standards** 7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. **Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania** 8.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 8.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.
- 8.3 Any document, other than the Contract itself, enumerated in GCC Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

- 8.4 The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9. **Patent and Copy Rights**
- 8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. **Performance Security**
- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; or
 - (b) A cashier's or certified check.

- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
- 10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
- 11. Review Meetings, Reports, Inspections and Tests**
- 11.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC and the Technical Specifications shall specify what inspections and tests** the Purchaser 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.
- 11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 11.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract
- 11.5 Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.

- 11.6 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 11.7 Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

- 12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents

- 13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract
- 13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.
- 13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

- 13.4 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 are **specified in SCC.**
- 13.5 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 13.6 Documents to be submitted by the Supplier are **specified in SCC.**
- 14. Insurance**
- 14.1 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 SCC.**
- 15. Transportation**
- 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16. **Incidental Services** 16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied Goods.
- 16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. **Spare Parts** 17.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if

requested.

- 18. Warranty**
- 18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
- 18.2 This warranty shall remain valid for twelve (12) months 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 eighteen (18) months 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**.
- 18.3 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 18.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
- 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 19. Payment**
- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract.

- 19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at a rate **specified in the SCC**.
- 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
- 19.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 17.4
20. **Prices**
- 20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for tender validity extension, as the case may be.
21. **Estimated Quantities and Change Orders**
- 21.1 The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.
- 21.2 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract n any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and / or
 - (d) The Services to be provided by the Supplier.
- 21.3 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21.4 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 22. Contract Amendments**
- 22.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 23. Assignment**
- 23.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
- 24. Subcontracts**
- 24.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 24.2 Subcontracts must comply with the provision of GCC Clause 3.
- 25. Delays in the Supplier's Performance**
- 25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- 25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 25.3 Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
- 26. Liquidated Damages**
- 26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.
- 27. Termination for Default**
- 27.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:
- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
 - b) The Supplier fails to perform any other

obligation(s) under the Contract;

- c) The supplier has abandoned or repudiated the contract.
- d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- e) A payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- f) The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
- g) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.

For the purpose of this clause:

- a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;
- b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- c) "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice

- d) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

27.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28. Force Majeure

28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication` of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 29. Termination for Insolvency**
- 29.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 30. Termination for Convenience**
- 30.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 30.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and / or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 31. Disputes**
- 31.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 31.2 If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.

- 31.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
- 32. Procedure for Disputes**
- 32.1 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
- 32.2 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 33. Replacement of Adjudicator**
- 33.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
- 34. Limitation of Liability**
- 34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to Clause 9,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify

the Purchaser with respect to patent infringement..

35. Notices

- 35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address **specified in SCC..**
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. Taxes and Duties

- 36.1 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.
- 36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent
- 36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. 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 General Conditions of Contract
Definitions (GCC Clause 1)		
1.	1.1(i)	The Procuring Entity is <i>MEDICAL STORES DEPARTMENT</i>
2.	1.1(j)	The Supplier is <i>TO BE DETERMINED AFTER AWARD</i>
3.	1.1(k)	The Project Site is <i>MEDICAL STORES DEPARTMENT</i>
Nature of Contract and Governing Language (GCC Clause 3 and 4)		
4.	3.1	The Framework Contract period is 24 MONTHS The Contract commences from JANUARY 2019.
5.	4.1	The Governing Language shall be: ENGLISH
Applicable Law (GCC Clause 5)		
6.	5.1	The Applicable Law shall be: Laws of the TANZANIA
Country of Origin (GCC Clause 6)		
7.	6.1	Country of Origin is SHALL BE STATED
Performance Security (GCC Clause 10)		
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be ten (10) percent of the Contract Price
9.	10.4	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 Clause GCC 17.2.
Review Meetings, Reports, Inspections and Tests (GCC Clause 11)		
10.	11.1	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 Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
Packing (GCC Clause 12)		
11.	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification. The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to MSD. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and

		<p>precipitation during transit and storage.</p> <p>In addition:</p> <p>a. All products must indicate the dates of manufacture and expiry where applicable and they must reach at MSD with a remaining shelf life of not less than 80% or 2 years of the total stipulated shelf life at the time of manufacturer.</p> <p>b. Label for products should include Content per pack, Special storage requirements, batch number, date of manufacture and date of expiry where applicable.</p>
Delivery and Documents (GCC Clause 13)		
12.	13.4, 13.6	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.. (viii.) Copy of signed Agreement and Call-Off order (ix.) PVOC Certificate (x.) TFDA certificate (xi.) Certificate of analysis/conformity where applicable

		The above documents shall be received by the Procuring Entity 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>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (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. (vi.) Copy of signed Agreement and Call-Off order (vii.) PVOC certificate (viii.) TFDA Certificate (ix.) Certificate of analysis/conformity where applicable <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
Insurance (GCC Clause 14)		
13.	14.1	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. The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Incidental Services (GCC Clause 16)		
14.	16.1	Applicable
15.	17.1	Applicable
Warranty (GCC Clause 18)		
16.	18.2	GCC 18.2—In partial modification of the provisions, the warranty

		<p>period shall be 24 months from date of acceptance /installation of the Goods or 18 months 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>or</p> <p>(b) pay liquidated damages to the Procuring Entity 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>
17.	18.4& 18.5	The period for correction of defects in the warranty period is: one (1) month.
Payment (GCC Clause 19)		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in US Dollars or EURO in the following manner:</p> <p>(i) Advance Payment: 80 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Shipment:percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. NOT APPLICABLE</p> <p>(iii) On delivery and acceptance: 20 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in Tanzanian</p>

		Shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in <i>Contract currency as follows:</i></p> <p>On delivery and acceptance: Hundred (100) percent of the received goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p>
19.	19.3	There are no special conditions of contract applicable to GCC 19.3
		Prices (GCC Clause 20)
20.	20.2	There are no special conditions of contract applicable to GCC 20.2
		Liquidated Damages (GCC Clause 26)
21.	26.1	<p>Applicable rate: 0.2 percent per day of undelivered materials/good's value.</p> <p>Maximum deduction is equal to the performance security (10% of contract price).</p>
		Procedures for Disputes (GCC Clause 32)
22.	32.1	In case of dispute between the purchaser and Supplier the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania.
23.	32.2	The hourly rate of fees and types of reimbursable expenses payable to the Adjudicator shall be paid in accordance with the rules of the Tanzania Institute of Arbitrators (TIA).
24.	32.3	The Arbitration shall be conducted in Dar es Salaam in accordance with the rules and procedures published by the Tanzania Institute of Arbitrators (TIA).
25.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators (TIA).
		Notices (GCC Clause 35)
26.	35.1	<p>Procuring Entity's address for notice purposes:</p> <p>The Director General Medical Stores Department Off Nyerere Road, Keko Mwanga P.O Box 9081 Dar es Salaam</p>

SECTION VI: SCHEDULE OF REQUIREMENTS

1. List of Supplies.

Procurement Reference Number: IE-009/2018/20159HQ/G/SP/19

- Supplies will be purchased by call-off orders in accordance with the framework contract. Tenderers are allowed to **quote** for individual Lot.
- Call off orders shall be raised and issued as when need arises depending on the prevailing average consumption figures as will be established from end user.

DELIVERY OF GOODS COMMENCES IN 8 - 12 WEEKS FROM DATE OF CALL-OFF ORDER SIGNING.

Lot	Description	UoM	Estimated Qty
1	Ophthalmology instruments	Each	10
2	Ophthalmology surgical materials	Each	10
3	Hard posterior and anterior chamber iol's	Each	10
4	Foldable posterior chamber intraocular lenses	Each	10
5	Ready made readers	Each	10
6	Ophthalmic lenses	Each	10
7	Ophthalmic frames and accessories	Each	10
8	Magnifying loupe 2x2.5	Each	10
9	Diagnostic torch for 2d size battery	Each	10
10	Visual acuity distance test chart, literate / illiterate	Each	10
11	Schiotz tonometer -gold plated	Each	10
12	Direct ophthalmoscope (2.5v), 5 aperture, conventional optical system with handle (for 2d battery, in case)	Each	10
13	Surgical set for minor lid surgeries	Each	10
14	Snellen reading near chart (set of 2)	Each	10
15	Visual acuity distance drum, 6 test chart, manual rotation, 6 metres-illuminated	Each	10
16	Slit lamp (5 magnification and all standard accessories	Each	10
17	Motorized instrument table for slit lamp	Each	10
18	Hand held slit lamp with battery handle and spare bulb in case	Each	10
19	Applanation tonometer, slit lamp mountable	Each	10
20	A scan ultrasound machine with probe	Each	10
21	Auto perimeter -inbuilt digital camera controlled, static perimeter	Each	10
22	Preconfigured lap top for the above	Each	10
23	Auto keratometer - hand held - with printer	Each	10
24	Ishihara book for colour blindness test	Each	10
25	Glass cutter	Each	10
26	Lens meter (external reading type)	Each	10
27	Streak retinoscope (2.5v) w handle (for 2 d batt.), in case	Each	10

Lot	Description	UoM	Estimated Qty
28	Frame heater (hot air flow type)	Each	10
29	Edging machine with diamond wheel (d125 x w16 x t1.5 mm)	Each	10
30	Portable pneumatic vitrectomy, foot switch, vacuum syringe, cutters, in case	Each	10
31	Portable autoclave,	Each	10
32	Portable operating microscope	Each	10
33	Slim operating light	Each	10
34	Bipolar coagulator	Each	10
35	Indirect ophthalmoscope	Each	10
36	Fundus lens 20d (clear/ laser coated)	Each	10
37	Biomicroscope lens	Each	10
38	Biomicroscope lens	Each	10
39	Slit lamp	Each	10
40	Motorized instrument table for slit lamp	Each	10
41	Teaching tube for slit lamp	Each	10
42	Yag laser photodisrupter machine	Each	10
43	Double frequency green laser photocoagulator console	Each	10
44	Laser link for slit lamp	Each	10
45	5 step magnification slit lamp	Each	10
46	B scan ultra sound machine with probe	Each	10
47	Preconfigured computers (lap top)	Each	10
48	Auto non-contact tonometer	Each	10
49	Gonioscope lens 1 mirror	Each	10
50	Fundus lens 3 mirror	Each	10
51	A/b scan ultrasound: inbuilt colour display:	Each	10
52	Prism bar set	Each	10
53	Prism set-loose	Each	10
54	Exophthalmometer	Each	10
55	Hand held digital retinal camera	Each	10
56	Lens attachment	Each	10
57	Auto refractometer with pupillometer	Each	10
58	Low vision assesment kit in carrying case	Each	10
59	Reading stand	Each	10
60	Logmar distance vision chart, 4 meters	Each	10
61	Logmar near test chart	Each	10
62	Operating microscope	Each	10
63	Assistant binocular microscope to go with above item	Each	10
64	Phaco unit	Each	10
65	Spectral optical coherence tomography system	Each	10
66	Double frequency green laser photocoagulator console with foot switch	Each	10
67	532 nm laser indirect ophthalmoscope (lio) delivery unit to go with	Each	10

Lot	Description	UoM	Estimated Qty
	above item		
68	Confocal Microscope System	Each	10
69	Potential acuity meter (PAM)	Each	10
70	Indirect Laser delivery unit for Panretinal Coagulation	Each	10
71	Heidelberg Retina Tomograph (HRT) Machine	Each	10
72	GDx Scanning Laser Machine	Each	10
73	Designs for Low vision diagnostic trial sets	set	10
74	Optical Workshop Equipment and Instruments	Set	10

SECTION VII: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Procurement Reference Number: IE-009/2018-2019/HQ/G/SP/19

1. Tenderers are instructed to quote for individual lot.

Lot No	Lot Description	Item Description	Item Specifications
1	Ophthalmology Instruments	Optical Workshop Plier Set	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.
		Trial lens set: Leather Case, Powers up to +20.00 D. Sph & +/-6.00 D.Cylinder	Trial lens set: Leather Case, Powers up to +20.00 D. Sph & +6.00 D.Cyl
		Black Metal adjustable Trial frame (Adults)	Black Metal adjustable Trial frame (Adults)
		Cross cylinder + 0.25	Cross cylinder + 0.25
		Ruler	Plastic, Transparent used for Ophthalmological purposes.
		Surgical kit for Extracapsular Cataract Extraction	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.
		Evisceration Surgery Kit	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.
		Enucleation Surgery Kit	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.
Eye Lid Surgery Kit (Specialized)	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.		

Lot No	Lot Description	Item Description	Item Specifications
		Glaucoma Surgery Kit	The kit must be well packed with the inset kit indicating what is inside the kit. Must have all accessories. The Coloured Catalogue Must be Submitted.
		Surgical Gonioprism	Surgical Gonioprism; Left Handed; 1.20 x magnification; Contact Diameter: 9mm; Static FOV 90°
		Operating Binocular Loupe 2x (include frame, case)	Operating Binocular Loupe 2x (include frame, case)
		Capsulotomy Lens	Capsulotomy Lens
		Iridectomy Lens	Iridectomy Lens
		Super Quad 160° Indirect Contact Lens; 160°/165° field of view; 2.0 x Laser spot; 0.5x image magnif. In case	Super Quad 160° Indirect Contact Lens; 160°/165° field of view; 2.0 x Laser spot; 0.5x image magnif. In case
		Hand held Auto keratometer with printer	Hand held Auto keratometer with printer
		Rossano Vision Chart	Rossano Vision Chart
		Stereo Fly Test	Stereo Fly Test
		Black Metal adjustable Trial frame (Child)	Black Metal adjustable Trial frame (Child)
		Single Mirror Gonioscope Lens	Single Mirror Gonioscope Lens
		Keratoplasty/Corneal Transplant Surgery Kit	Keratoplasty/Corneal Transplant Surgery Kit
		Vitreous - Retinal Surgery Kit	Vitreous - Retinal Surgery Kit
		Lacrimal / Dacryocystorhinostomy Surgery Kit	Lacrimal / Dacryocystorhinostomy Surgery Kit
		Phaco-Emulsification Surgery Kit	Phaco-Emulsification Surgery Kit
		Spirit Lamp	Spirit Lamp
		Heat Cautery Standard Copper Ball	Heat Cautery Standard Copper Ball
2	OPHTHALMOLOGY SURGICAL MATERIALS	Cutting Needle Vicryl 6/0 Suture	Cutting Needle Vicryl 6/0 Suture
		Needle Vicryl	7-0 Coated PGA 30cm on 3/8 Cycle Micropoint Spatulated 6mm

Lot No	Lot Description	Item Description	Item Specifications
		Round needle black braided silk 4/0 Suture	Round needle black braided silk 4/0 Suture
		Cutting needle double armed Nylon 9/0 Suture	Cutting needle double armed Nylon 9/0 Suture
		Cutting needle double armed Nylon 10/0 Suture	Cutting needle double armed Nylon 10/0 Suture
		Cutting needle double armed Nylon 10/0 Suture	Cutting needle double armed Nylon 10/0 Suture
		Needles 21G	
		Needles 23G	Ultra-sharp siliconized needles, sterile disposable, ISO 10555-5 and CE certifie. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, manufacturing and expiry dates
		Needles 25G * 5/8"	
		Needle 30G "1/2"	

Lot No	Lot Description	Item Description	Item Specifications
		2 mls Syringes	<p>Disposable, sterile, non-toxic, non-pyrogenic reuse prevention syringe. Type 1B with polypropylene (PP) plunger and barrel and thermoplastic elastomer stopper. Needles should be of stainless steel, must be sharp and should not bend on injecting. Needle with protective cap and should be sterile. All syringe components should meet ISO 10993 requirements for biocompatibility. Barrel should be sufficiently transparent to allow easy measurement of the volume contained in the syringe and detection of air bubble. Graduation should be numbered in indelible ink resistant to 70% isopropyl alcohol (IPA) Graduated scale on the barrel should be easy to read, with scale interval of 0.2 ml and 1 ml increment between graduation lines.</p> <p>Luer slip nozzle. Position of the Luer nozzle should be concentric and should meet EN 20594-1/ISO 594-1 Standard. Syringes should not leak. Plunger should be well fitting inside the barrel to allow for free and smooth movement. Syringe automatically disabled upon usage and the plunger breaks when pulled. Sterilization by Ethylene Oxide and should meet ISO-10993-7: Biological Evaluation of Medical Devices –Part 7. (Evidence for WHO prequalification and TFDA registration should be submitted with bid). Should conform to ISO 7886-1 and ISO 7886-4 Type 1B Standards. Should be WHO approved and CE marked. Each unit of syringe and needle should be blister parked in an individual sterilized easy peel-pack made of medical paper and /or thermoformed polymer film (Ribbon pack) and packed in a box of 100pcs.Both Primary and secondary packaging should be labelled with msd</p>

Lot No	Lot Description	Item Description	Item Specifications
			logo, name of manufacturer and country of origin, lot number, manufacturing and expiry dates.
		5 mls Syringes	
		10 mL Syringes	
		Crescent Knife: Angled 45° Bevel Up	Crescent Knife: Angled 45° Bevel Up
		Lance Tip Knife (15°)	Lance Tip Knife (15°)
		Enlarger Knife: Blunt Tip Angled 45° Bevel Up, 5.2mm	Enlarger Knife: Blunt Tip Angled 45° Bevel Up, 5.2mm
		MVR Blades 19G	MVR Blades 19G
		Keratome [Slit] Knife: Sharp Tip Angled 45° Bevel Up, 3.0mm	Keratome [Slit] Knife: Sharp Tip Angled 45° Bevel Up, 3.0mm

Lot No	Lot Description	Item Description	Item Specifications
		Surgical Blades Size 15	Surgical blades (Scalpel blades) sterile, single used carbon steel individually wrapped in sealed foil pack. Be labeled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
		Surgical Blades Size 11	Surgical blades (Scalpel blades) sterile, single used carbon steel individually wrapped in sealed foil pack. Be labeled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
3	HARD POSTERIOR AND ANTERIOR CHAMBER IOL'S	PMMA Posterior chamber Single Piece: Power +18.0D	
		PMMA Posterior Chamber Single Piece: Power +19.0D	
		PMMA Posterior chamber Single Piece: Power +20.0D	
		PMMA Posterior chamber Single Piece: Power +21.0D	
		PMMA Posterior chamber Single Piece: Power +22.0D	
		PMMA Posterior chamber Single Piece: Power +23.0D	Optic: 6.00 mm; Overall length :12.50mm; Position holes: 2
		Capsular Tension Ring: Siza	Open Compressed 12.0 - 10.0 mm
		PMMA Anterior Chamber Single Piece Intra Ocular Lens: Power +19.0 D	Optic 6.0 mm; Overall length :12.50mm; Position holes: None
4	FOLDABLE POSTERIOR CHAMBER INTRAOCULA	Single Piece IOL with Injector & Cartridge Power: +18.00 D	
		Single Piece IOL with Injector & Cartridge Power: +19.00 D	

Lot No	Lot Description	Item Description	Item Specifications
	R LENSES	Single Piece IOL with Injector & Cartridge Power: +20.00 D	
		Single Piece IOL with Injector & Cartridge Power: +21.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +22.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +23.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +24.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +25.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +26.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +27.00 D	
		Single Piece IOL with Injector & Cartridge: Power: +28.00 D	Optic: 5.75 mm; Overall length: 12.0 mm
5	READY MADE READERS	Plastic Lenses, Plastic Frames	
		Plastic Lenses, Metallic Frames	
		Glass Lenses, Plastic Frame	
		Glass Lenses, Metallic Frames	+1.00 to + 3.00 (Steps of 0.25
6	OPHTHALMIC LENSES	Glass Lenses - Uncut White steps of 0.25	Spherical - 55/60mm Plano to +/- 4.00
		Glass Lenses - Uncut White steps of 0.50	Spherical - 55/60mm Plus +/- 4.50 to +/- 8.00
		Glass Lenses - Uncut White steps of 1.0	Spherical - 55/60mm Plus +/- 9.00 to +/- 12.00
		Glass Lenses - Uncut Photo Chromic steps of 0.25	Spherical - 60/65 mm Plano to +/- 4.00
		Glass Lenses - Uncut Photo Chromic steps of 0.50	Spherical - 60/65 mm Plus +/- 4.50 to +/- 8.00
		Glass Lenses - Uncut White: Sphero-Cylinders - 60/65 mm Sph. Up to 4.00 / Cyl up to 1.00	Glass Lenses - Uncut White: Sphero-Cylinders - 60/65 mm Sph. Up to 4.00 / Cyl up to 1.00
		Glass Lenses - Uncut White: Sphero-Cylinders - 60/65 mm Sph. Up to 4.00 / Cyl up to 2.00	Glass Lenses - Uncut White: Sphero-Cylinders - 60/65 mm Sph. Up to 4.00 / Cyl up to 2.00
		Glass Lenses - Uncut Photo Chromic Step of 0.25	Sphero-Cylinders - 60/65 mm Sph. Up to 4.00 / Cyl up to 1.00

Lot No	Lot Description	Item Description	Item Specifications
		Plastic Lenses - Uncut White Step of 0.25	Spherical & Sphero-Cylinders 65 mm Plano to +- 4.00
		Plastic Lenses - Uncut White Step of 0.25	Spherical & Sphero-Cylinders 65 mm Sph. Up to 4.00/ Cyl up to 2.00
		Plastic Lenses - Uncut White with Hard Coating Step of 0.25	Spherical & Sphero-Cylinders 65 mm Plano to +- 4.00
		Plastic Lenses - Uncut White with Hard Coating Step of 0.25	Spherical & Sphero-Cylinders 65 mm Sph. upto 4.00/ Cyl upto 2.00
		Plastic Lenses - Uncut White with Anti-Reflective Coating Step of 0.25	Spherical & Sphero-Cylinders 65 mm Plano to +- 4.00 ()
7	OPHTHALMIC FRAMES AND ACCESSORIES	Plastic Spectacle Frames: Different Sizes - Male	Plastic Spectacle Frames: Different Sizes - Male
		Plastic Spectacle Frames: Different Sizes - Female/unisex	Plastic Spectacle Frames: Different Sizes - Female/unisex
		Plastic Spectacle Frames: Different Sizes - Children	Plastic Spectacle Frames: Different Sizes - Children
		Metallic Spectacle Frames: Different Sizes - Male	Metallic Spectacle Frames: Different Sizes - Male
		Metallic Spectacle Frames: Different Sizes - Females/unisex	Metallic Spectacle Frames: Different Sizes - Females/unisex
		Metallic Spectacle Frames: Different Sizes - Children	Metallic Spectacle Frames: Different Sizes - Children
		Ophthalmic Accessories Spectacle Case (Spring type)	Ophthalmic Accessories Spectacle Case (Spring type)
		Ophthalmic Accessories Spectacle Case (Plastic box type)	Ophthalmic Accessories Spectacle Case (Plastic box type)
		Ophthalmic Accessories Cleaning Cloth (Pack of 144 pcs)	Ophthalmic Accessories Cleaning Cloth (Pack of 144 pcs)
		Ophthalmic Accessories Spectacle Strings	Ophthalmic Accessories Spectacle Strings
		Telescopes 2X Magnification - Hand Held	Telescopes 2X Magnification - Hand Held
		Telescopes 3X Magnification - Hand Held	Telescopes 3X Magnification - Hand Held

Lot No	Lot Description	Item Description	Item Specifications
		Telescopes 4X Magnification - Hand Held	Telescopes 4X Magnification - Hand Held
		Magnifier 2X Magnification - Hand Held	Magnifier 2X Magnification - Hand Held
		Magnifier 3X Magnification - Hand Held	Magnifier 3X Magnification - Hand Held
		Magnifier 4X Magnification - Hand Held	Magnifier 4X Magnification - Hand Held
		Magnifier 4X Magnification - Dome	Magnifier 4X Magnification -Dome
		Non Optical Low Vision Devices Reading/Writing Stand	Non Optical Low Vision Devices Reading/Writing Stand
		Non Optical Low Vision Devices White cane - Foldable	Non Optical Low Vision Devices White cane - Foldable
		Artificial Eyes: Brown Iris (Assorted, Unit of 100 Pcs)	Artificial Eyes: Brown Iris (Assorted, Unit of 100 Pcs)
8	Magnifying Loupe 2X2.5	Magnifying Loupe 2X2.5	The magnification should be of 2x25 and its focusing lens(es) are contained in an opaque cylinder or cone or fold into an enclosing housing that protects the lenses when not in use. A coloured Catalogue must be submitted
9	Diagnostic Torch for 2D size Battery	Diagnostic Torch for 2D size Battery	The Torch must use 2D batteries, Must be strong and have very high light for being used during eye diagnosis. A coloured Catalogue must be submitted
10	Visual Acuity Distance Test Chart, Literate / Illiterate	Visual Acuity Distance Test Chart, Literate / Illiterate	The Distance Chart with Letters of different sizes. Must be well visible from a distance. A coloured Catalogue Must be submitted. A coloured Catalogue must be submitted

Lot No	Lot Description	Item Description	Item Specifications
11	Schiotz Tonometer - Gold Plated	Schiotz Tonometer -Gold Plated	It should have the curved footplate made up of Gold and the Scale should read the intraocular pressure must read (IOP) Must be in mmHg.
12	Direct Ophthalmoscope (2.5V), 5 aperture, conventional optical system with handle (for 2D Battery, in case)	Direct Ophthalmoscope (2.5V), 5 aperture, conventional optical system with handle (for 2D Battery, in case)	Direct Ophthalmoscope (2.5V), 5 aperture, conventional optical system with handle (for 2D Battery, in case)
13	Surgical set for minor lid surgeries	Surgical set for minor lid surgeries	Surgical set for minor lid surgeries
14	Snellen Reading near chart (set of 2)	Snellen Reading near chart (set of 2)	Snellen Reading near chart (set of 2)
15	Visual Acuity Distance Drum, 6 Test Chart, Manual Rotation, 6 Metres-Illuminated	Visual Acuity Distance Drum, 6 Test Chart, Manual Rotation, 6 Metres- Illuminated	Visual Acuity Distance Drum, 6 Test Chart, Manual Rotation, 6 Metres-Illuminated
16	Slit Lamp (5 magnification and all standard accessories	Slit Lamp (5 magnification and all standard accessories	Should have a high-intensity light source that can be focused to shine a thin sheet of light into the eye. The Colored catalogue must be submitted with the tender Document.
17	Motorized instrument table for slit lamp	Motorized instrument table for slit lamp	Motorized instrument table for slit lamp
18	Hand held slit lamp with battery handle and spare bulb in case	Hand held slit lamp with battery handle and spare bulb in case	Hand held slit lamp with battery handle and spare bulb in case
19	Applanation Tonometer, Slit Lamp mountable	Applanation Tonometer, Slit Lamp mountable	Applanation Tonometer, Slit Lamp mountable

Lot No	Lot Description	Item Description	Item Specifications
20	A scan Ultrasound machine with probe	A scan Ultrasound machine with probe	Portable Ultrasound Platform ,10 MHz B Scan, biometry, biometry in B mode and pachymetry system
			,Color touch screen monitor,Built-in database and EMR compatibility for data storage
			Weight: Approximately 4.2 kg
			Height: Approximately 27 cm
			Width: Approximately 37.5 cm
			Depth: Approximately 16 cm
			Display should be Colour and Touch Screen.
	Image enhancement/Analysis should be of zoom type (From 50 to 500%), gain cineloop and post processing tools. The Image storage/output should be Database inside and download to external memory server (EMR)		
21	Auto Perimeter - inbuilt digital camera controlled, Static Perimeter	Auto Perimeter -inbuilt digital camera controlled, Static Perimeter	Auto Perimeter -inbuilt digital camera controlled, Static Perimeter
22	Preconfigured lap Top for the above	Preconfigured lap Top for the above	Preconfigured lap Top for the above
23	Auto Keratometer - hand held - with printer	Auto Keratometer - hand held - with printer	Auto Keratometer - hand held - with printer
24	Ishihara book for colour blindness test	Ishihara book for colour blindness test	Ishihara book for colour blindness test
25	Glass cutter	Glass cutter	Glass cutter used for ophthalmological purposes
26	Lens meter (External Reading Type)	Lens meter (External Reading Type)	Lens meter (External Reading Type)

Lot No	Lot Description	Item Description	Item Specifications
27	Streak Retinoscope (2.5V) w Handle (for 2 D Batt.), in case	Streak Retinoscope (2.5V) w Handle (for 2 D Batt.), in case	Streak Retinoscope (2.5V) w Handle (for 2 D Batt.), in case
28	Frame heater (Hot Air Flow Type)	Frame heater (Hot Air Flow Type)	Frame heater (Hot Air Flow Type)
29	Edging machine with Diamond Wheel (D125 x W16 x T1.5 mm)	Edging machine with Diamond Wheel (D125 x W16 x T1.5 mm)	Edging machine with Diamond Wheel (D125 x W16 x T1.5 mm)
30	Portable Pneumatic vitrectomy, foot switch, vacuum syringe, cutters, in case	Portable Pneumatic vitrectomy, foot switch, vacuum syringe, cutters, in case	Portable Pneumatic vitrectomy, foot switch, vacuum syringe, cutters, in case

31	Portable Autoclave,	Portable Autoclave,	Portable Autoclave, 230 x 410 (D) mm, Class - N, 16 L, Adjustable Temperature,
32	Portable Operating Microscope	Portable Operating Microscope	Portable Operating Microscope (Twin bulbs, FO light, Motorized Foot control for Focus)
33	Slim operating Light	Slim operating Light	Slim operating Light: Halogen , Slim, Flexible, White Light: 140,000 Lux: Wheeled Metal Stand
34	Bipolar Coagulator	Bipolar Coagulator	Wet field Cautery with 2 cords & 2 Forceps
35	Indirect Ophthalmoscope	Indirect Ophthalmoscope	With Headband Rheostat Control, Transformer, External cord, Teaching Mirror, 2 scleral depressor, fundus charts, carrying case
36	Fundus Lens 20D (Clear/ Laser Coated)	Fundus Lens 20D (Clear/ Laser Coated)	Fundus Lens 20D (Clear/ Laser Coated)
37	Biomicroscope Lens	Biomicroscope Lens	78D (Clear/ Laser Coated)
38	Biomicroscope Lens	Biomicroscope Lens	90D (Clear/ Laser Coated)
39	Slit Lamp	Slit Lamp	5 magnification and all standard accessories) - goes with the Motorized instrument table and Teaching Tube.

Lot No	Lot Description	Item Description	Item Specifications
40	Motorized instrument table for slit lamp	Motorized instrument table for slit lamp	goes with Teaching
41	Teaching Tube for Slit Lamp	Teaching Tube for Slit Lamp	Must fit to Slit Lamp above. Must go together.
42	YAG Laser Photodisrupter Machine	YAG Laser Photodisrupter Machine	This should be with intergrated Slit Lamp and Table - Potrable
43	Double Frequency Green Laser Photocoagulator console	Double Frequency Green Laser Photocoagulator console	Should have with foot switch
44	Laser Link for Slit Lamp	Laser Link for Slit Lamp	Should go together with YAG Laser Photodisrupter Machine and Double Frequency Green Laser Photocoagulator console.
45	5 Step Magnification Slit Lamp	5 Step Magnification Slit Lamp	For Green Laser with Adapter and with Table.
46	B Scan Ultra sound machine with Probe	B Scan Ultra sound machine with Probe	12MHz and 15MHz Transducers: USB 2.0 Interface
47	Preconfigured Computers (Lap Top	Preconfigured Computers (Lap Top	It should come with software and used for the B Scan Ultra sound machine with Probe above
48	Auto non-contact Tonometer	Auto non-contact Tonometer	Should have coloured LCD Display and inbuilt printer with thermal paper rollers
49	Gonioscope Lens 1 Mirror	Gonioscope Lens 1 Mirror	Gonioscope Lens 1 Mirror
50	Fundus Lens 3 Mirror	Fundus Lens 3 Mirror	Fundus Lens 3 Mirror
51	A/B Scan Ultrasound: Inbuilt Colour Display:	A/B Scan Ultrasound: Inbuilt Colour Display:	A/B Scan Ultrasound: Inbuilt Colour Display:
52	Prism Bar set	Prism Bar set	Should be of Horizontal and Vertical with 2 Spare Prisms
53	Prism set-loose	Prism set-loose	Prism set-loose
54	Exophthalmometer	Exophthalmometer	Should be of Single Bar

Lot No	Lot Description	Item Description	Item Specifications
55	Hand held Digital Retinal camera	Hand held Digital Retinal camera	2.5" TFT display, 2 M Pixel digital camera, one handed focusing, ID input function, Finder observation system, PC Connectivity
56	Lens Attachment	Lens Attachment	The lens should be the excess accessory for the Hand held Digital Retinal camera
57	Auto Refractometer with pupillometer	Auto Refractometer with pupillometer	Should have Inbuilt Printer, colour LCD Display, Auto Start.
58	Low vision assesment Kit in carrying case	Low vision assesment Kit in carrying case	Low vision assesment Kit in carrying case
59	Reading stand	Reading stand	Reading stand
60	LogMar Distance Vision Chart, 4 meters	LogMar Distance Vision Chart, 4 meters	English/ E/ C/ Numbers (Select Type)
61	LogMar near test chart	LogMar near test chart	LogMar near test chart
62	Operating Microscope	Operating Microscope	System with 5 Step magnification
63	Assistant Binocular Microscope to go with above item	Assistant Binocular Microscope to go with above item	This should be of the nature in such a way that can go with the Operating Microscope Above.
64	Phaco Unit	Phaco Unit	Due to the Presence different types of Phaco unit. User has to provide Clear Descriptions on this.
65	Spectral Optical Coherence Tomography system	Spectral Optical Coherence Tomography system	Should have PC, Electric Cable
66	Double Frequency Green Laser Photocoagulator console with foot switch	Double Frequency Green Laser Photocoagulator console with foot switch	Double Frequency Green Laser Photocoagulator console with foot switch
67	532 nm Laser Indirect Ophthalmoscope (LIO) delivery unit to go with above item	532 nm Laser Indirect Ophthalmoscope (LIO) delivery unit to go with above item	532 nm Laser Indirect Ophthalmoscope (LIO) delivery unit to go with above item

Lot No	Lot Description	Item Description	Item Specifications
68	Confocal Microscope System	Confocal Microscope System	Confocal Microscope, COMPLETE SYSTEM INCLUDES - Lenses - Operator's manual - Software - Table with table top.- Three in one instrument that combines confocal microscopy, endothelial microscopy and accurate pachymetry in one compact unit with, High Precision, Full Cornea Scan and Precise location of corneal layers and structures and Confocal Microscope with 40X Probe.
69	Potential acuity meter (PAM)	Potential acuity meter (PAM)	Acuity Potential Meter with illumination system and portable.
70	Indirect Laser delivery unit for Panretinal Coagulation	Indirect Laser delivery unit for Panretinal Coagulation	EasyFit Adapter, Zeiss 30/IRIDEX slit lamp (CSO 980 with new style mag changer housing). Includes Carry Case, Slit Lamp, IRIDEX Slit Lamp (CSO SL980) w/ table top (110v, 220v), Motorized Pedestal for IRIDEX Slit Lamp (CSO SL980/SL990), Motorized Pedestal for IRIDEX Slit Lamp (CSO SL980/SL990), ENDOPROBE® for SL/SLx/IQ 810/GL/GLx/TX and Dual Sense IQ 532/IQ 577 20 Gauge, Straight (6/box), Dual wavelength LIO w/ Heine headband 500 (SL/SLx/IQ 810/GL/GLx/TX/IQ 532)
71	Heidelberg Retina Tomograph (HRT) Machine	Heidelberg Retina Tomograph (HRT) Machine	For fast and reproducible topographic measurements. The glaucoma module premium edition for high-resolution two- and three-dimensional images of the optic nerve head, the retina module of the retina and the rostock cornea module of the cornea
72	GDx Scanning Laser Machine	GDx Scanning Laser Machine	Use polarised light to measure the thickness of the retinal nerve fiber layer as part of a glaucoma workup with standardised and wide view.

Lot No	Lot Description	Item Description	Item Specifications
73	Designs for Low vision diagnostic trial sets	Designs for Low vision diagnostic trial sets	trial set of 100 trial set of 200 trial set of 300 trial set of 400 trial set of 500 Politzer telescope trial set Batman trial set Robin trial set (TELESCOPIC - MICROSCOPIC- HAND HELD) Reverse mount trial set Tapered trial set Clearimage ii® trial sets Clearimage ii® telephOtO trial set ClearImage II® PrIsmatICs (Classic 2-PieCe Design) e-sCooP® trial set
74	Optical Workshop Equipment and Instruments	Optical Workshop Equipment and Instruments	Optical frame heater Optical drilling machine Hand/automated edger with spare diamond wheel Automatic grinding machine (ful set) Lens groover Strain tester Dispensing tools Optical Chipping Machine Glass cutter Engraver Other instruments for edging

SECTION VIII: FORMS OF TENDER

1. Form of Tender

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

Procurement Reference No: *[insert Procurement Reference number]*

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Tendering Document and in accordance with the response times specified in the Schedule of Requirements the following Supplies and Related Services under a framework contract arrangement *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if alternative response times are is proposed]*;
- (c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Supplies, with the exception of any guaranteed minimum value;
- (d) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (e) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

Conditional discounts. If our tenders for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

- (f) Our tender shall be valid for a period of *[specify the number of calendar days]* calendar days from the date fixed for the tender submission deadline in accordance with the Tendering Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We, including any subcontractors or suppliers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITT Clause 3.1
- (h) If our tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (i) We, including any subcontractors or Suppliers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a Joint Venture consortium or association, and the nationality of each subcontractor];*
- (j) We undertake to abide by the Code of Ethical Conduct for Tenderers and Suppliers during the procurement process and the execution of any resulting contract;
- (k) We are not participating, as Tenderers, in more than one tender in this tendering process, other than alternative tenders in accordance with the Tendering Document;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Procuring Entity;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been suspended by the Public Procurement Regulatory Authority in the United Republic of Tanzania from participating in public procurement;
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the tendering process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency

- (l) We understand that this tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest tender or any other tender that you may receive.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the tender]*

In the capacity of *[insert legal capacity of person signing the tender]*

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

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

2. STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution Noofday of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

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

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

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

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

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

SEALED and DELIVERED by the
Common Seal of *[insert name of the donor/coy]*
This *[insert date, month and year]* }

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

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

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OAT

4. Letter of Acceptance

[letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Suppliers]

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 Tenderers is hereby accepted by us.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Tenderer has not objected the name proposed for Adjudicator. The second option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that [insert name proposed by Procuring Entity in the Tender Data Sheet],

or

We accept that [name proposed by Tenderer] be appointed as the Adjudicator

or

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this Letter of Acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

5. Sample Agreement

For a Framework Contract

Procurement Reference No:

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited tenders for certain Supplies and Related Services, viz., _____ and has accepted a Bid by the Supplier for the provision of those Supplies and Related Services in the sum of _____ (hereinafter "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 Contract referred to.
2. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies and Related 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.
4. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
6. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.
7. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 16, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 16.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
9. Call-off orders are subject to the following limitations and exceptions:

- (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
- (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Purchaser)
Name: _____ Position: _____

Signed by _____ (for the Supplier)
Name: _____ Position: _____

SECTION IX: FORMS OF SECURITY

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1. Tender Security Form

To: [name of the Procuring Entity]

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 or services] (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 Procuring] (hereinafter called "the Procuring Entity") in the sum of [amount] for which payment well and truly to be made to the said Procuring Entity, 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 Tenderer

- (a) has withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); or

(c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity 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., in accordance with the ITT.

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity 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 bidding process**]*
 Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert **complete name of the Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids 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 Procuring Entity for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity 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., in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; 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 bid 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.]

3. Performance Security Form

To: *[name of Purchaser]*

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

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

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

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

This guarantee is valid until the ____ day of _____ 20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

4. Manufacturer's Call-Off Order

Under a Framework Contract

Procurement Reference No: _____
Call-Off Order Reference No: _____
Purchaser: _____
Supplier: _____
Date of Call-Off Order: _____

The Purchaser indicated above issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Supplies detailed on the attached List of Supplies and Price Schedule, in accordance with the response times specified in the contract.

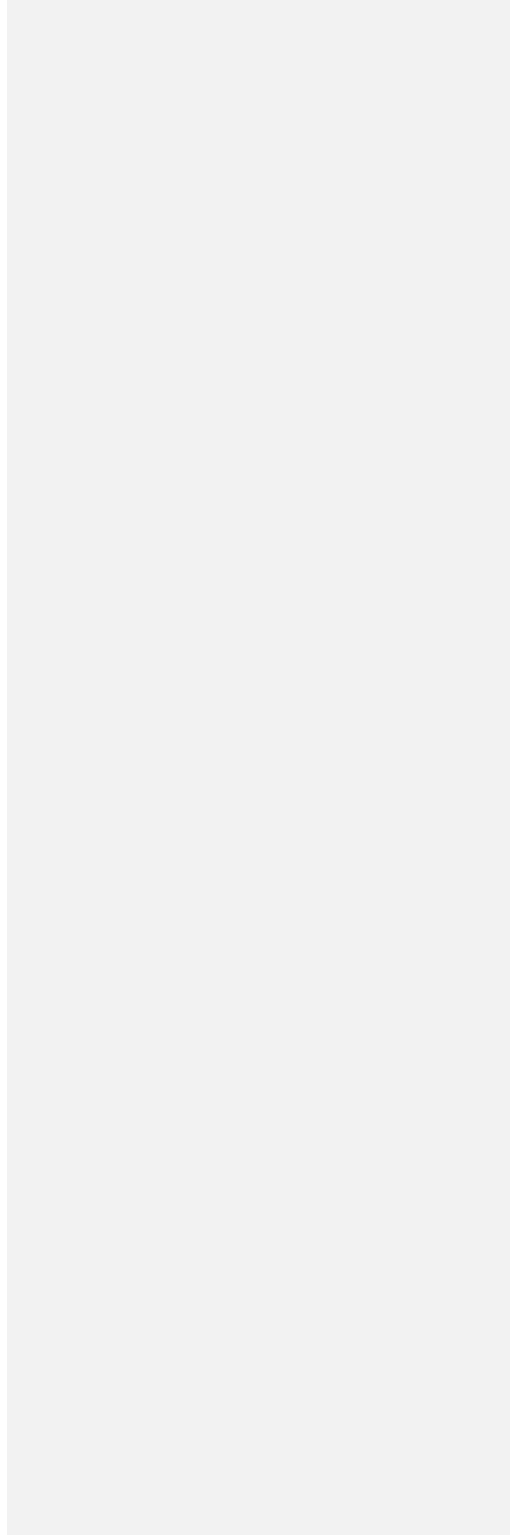
The total value of this call-off order is _____.

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Supplies, in accordance with the terms and conditions of the contract.

Authorised by:

Signature:	
Name:	
Position:	

SECTION X: FORMS OF INTEGRITY



**UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**
(Made under Regulation 78 (2) of GN 446 of 2013)

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

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: _____

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No.446 of 2013.)

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____