



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF WATER  
ENERGY AND WATER UTILITIES REGULATORY AUTHORITY**



**INVITATION FOR QUOTATION**

**QUOTATION NO.: TR160/2023/2024/G/30**

**FOR**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**25/09/2023**

## **ABBREVIATIONS AND ACRONYMS**

GCC	General Conditions of Contract.
ICT	International Competitive Tendering.
IFQ	Invitation for Quotation.
NCT	National Competitive Tendering.
NeST	National e Procurement System of Tanzania.
PE	Procuring Entity.
PPA	Public Procurement Act, Cap. 410.
PPR	Public Procurement Regulations.
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract.
SRP	Schedule of Requirement and Prices.
SIFQ	Standard Invitation for Quotation.
TIN	Tax Identification Number.
PPAA	Public Procurement Appeal Authority
Cap	Chapter
VAT	Value Added Tax.

## **SECTION I: INVITATION FOR QUOTATIONS**



**THE UNITED REPUBLIC OF TANZANIA  
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**Quotation No: TR160/2023/2024/G/30**

**For**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

## **INVITATION FOR QUOTATIONS**

25/09/2023

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 25/08/2023.
2. The Government of Tanzania has set aside funds for the operation of the ENERGY AND WATER UTILITIES REGULATORY AUTHORITY during the financial year 2023/2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Supply and Installation of Video Conference System at Western Zone Office in Tabora.
3. You are hereby invited to submit your price quotation for executing the works as described in the Bills of Quantities (BoQs).
4. The deadline for submission of quotations is 2:00 PM hours local time on 04/10/2023.
5. Quotations will be opened promptly thereafter through NeST and its opening details will be available through NeST.
6. Quotations not received through NeST shall not be evaluated irrespective of the circumstances.

**DIRECTOR GENERAL**

P.O.Box 2857

## **SECTION II: SCHEDULE OF REQUIREMENTS AND PRICES**

**1. List of Supplies and/or Related Services**

**Procurement Reference Number: TR160/2023/2024/G/30**

**Tender Description: Supply and Installation of Video Conference System at Western  
Zone Office in Tabora  
List of Goods**

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**GFS Code: 22001102 - Computer Supplies and Accessories**

<b>S/N</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>
1	Videoconferencing systems	Pc	1

**GFS Code: 22001102 - Computer Supplies and Accessories**

<b>S/N</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>
1	Videoconferencing systems	Pc	1

**List of Services**

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**GFS Code: 22001102 - Computer Supplies and Accessories**

**Videoconferencing systems**  
Not Applicable

**GFS Code: 22001102 - Computer Supplies and Accessories**

**Videoconferencing systems**  
Not Applicable

## 2. Delivery and Completion Schedule

**Procurement Reference Number:** TR160/2023/2024/G/30

**Tender Description:** Supply and Installation of Video Conference System at Western Zone Office in Tabora

### Delivery and Completion Schedule

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**GFS Code: 22001102 - Computer Supplies and Accessories**

S/N	Description	Delivery Site	Delivery Period (Days)
1	Videoconferencing systems	Tabora	54

**GFS Code: 22001102 - Computer Supplies and Accessories**

S/N	Description	Delivery Site	Delivery Period (Days)
1	Videoconferencing systems	Tabora	56

### **3. Drawings**

**Procurement Reference Number: TR160/2023/2024/G/30**

**Tender Description: Supply and Installation of Video Conference System at Western Zone Office in Tabora**

#### **Drawings**

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**22001102 Computer Supplies and Accessories**

**There are no attachments for this item**

**22001102 Computer Supplies and Accessories**

**There are no attachments for this item**



#### **4. Inspections and Tests**

**Procurement Reference Number: TR160/2023/2024/G/30**

**Tender Description: Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**Inspection and Tests**

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**GFS Code: 22001102 - Computer Supplies and Accessories**

**Videoconferencing systems**

**This item does not require inspections**

**GFS Code: 22001102 - Computer Supplies and Accessories**

**Videoconferencing systems**

**This item does not require inspections**

## 5. Specifications

**Procurement Reference Number: TR160/2023/2024/G/30**

**Tender Description: Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**Technical Specifications**

**LOT NO. TR160/2023/2024/G/30**

**Supply and Installation of Video Conference System at Western Zone Office in Tabora**

**GFS Code: 22001102 - Computer Supplies and Accessories**

### Videoconferencing systems

Technical Requirements	Description
<b>12.1 General Requirements - All-in-one 4K Interactive Smart Whiteboard</b>	<ul style="list-style-type: none"> <li>The All-in-one terminal should include: <ul style="list-style-type: none"> <li>Interactive Panel;</li> <li>Video conference codec;</li> <li>Built-in Speaker;</li> <li>Built-in microphone;</li> <li>Built-in camera.</li> <li>OPS module</li> <li>8 core CPU, 16G DDR4 RAM, and 512G SSD.</li> <li>Floor standing (with roller)</li> <li>Dual OS: Harmony and Win10, one click to switch between Harmony and Win10</li> </ul> </li> </ul>
<b>11.0 Payment Terms</b>	<p>Payment will be made in two phases:</p> <ul style="list-style-type: none"> <li>80% . Eight Weeks After successful system operation and submission of relevant reports</li> <li>20% after six months of live system support.</li> </ul>
<b>12.12 Third-party Video Conference Requirements</b>	<ul style="list-style-type: none"> <li>Supports Microsoft Teams, Zoom and other meeting software</li> <li>The camera, microphone and speaker can be used for third-party video conference APP.</li> <li>The camera auto-framing and voice tracking features can be used for third-party video conference APP</li> </ul>
<b>2.0 Specific Objectives of the assignment</b>	<ol style="list-style-type: none"> <li>Design, supply and install a video conference solution at EWURA's Western Zone office in Tabora.</li> <li>Supply Video Conference (VC) system, compatible with existing solutions in Dodoma and other zonal offices located in Dar es salaam, Arusha, Mwanza and Mbeya. All zones office are connecting using VPN.</li> <li>Train key user groups and support staff on the newly installed video conference system.</li> <li>Provide six months of support services following the deployment of the solution</li> </ol>
<b>12.9 Whiteboard Requirements</b>	<ul style="list-style-type: none"> <li>Remote control that controls the volume, speaker on/off, microphone mute/unmute, camera open/close, previous/next page</li> <li>Writing latency no more than 16ms</li> <li>The built-in whiteboard supports handwriting, drawing, erasing, marking, saving, zooming, and locking the whiteboard. The background color can be changed.</li> <li>The whiteboard supports page turning. A maximum of 100 pages are supported</li> <li>Selectable pen type: pencil, pen, and highlighter. Pen color: color palette.</li> <li>Full-screen annotation: take a screenshot of any screen to enter the whiteboard annotation</li> </ul>

	<ul style="list-style-type: none"> <li>• The contents of the whiteboard can be saved locally, supports built-in mailbox function to send content to mailbox.</li> <li>• Supports whiteboard handwriting recognition and auto conversion to text.</li> </ul>
<b>3.0 General Scope of the assignment:</b>	<p>i) Design, Supply and install a Video Conference System at the EWURA's Western Zone office in Tabora that interfaces with existing systems in other EWURA offices.</p> <p>ii) Train key groups of users and support staff.</p> <p>iii) Provide six months of support and maintenance post-installation</p>
<b>12.0 Minimum Technical Specifications</b>	<b>Minimum Technical Specifications</b>
<b>1.0 Background</b>	<p>The Energy and Water Utilities Regulatory Authority (EWURA) is an autonomous statutory body created under Cap. 414 of the Laws of Tanzania. Its primary responsibility is the technical and economic regulation of the electricity, water, petroleum, and natural gas sectors, as outlined in the EWURA Act and sector-specific legislation. The Authority's functions encompass licensing, tariff review, monitoring performance, and standards related to quality, safety, health, and the environment in the energy and water sectors. Additionally, EWURA monitors investment levels, service availability, costs, and production and distribution efficiency of regulated sectors.</p> <p>EWURA operates from its Head Office in Dodoma, with zonal offices in Lake Zone (Mwanza), Northern Zone (Arusha), Southern Highland Zone (Mbeya), Eastern Zone (Dar es Salaam), and Western Zone (Tabora). To facilitate its operations, EWURA conducts various meetings, such as technical, staff, management, and board meetings. These meetings serve as platforms for knowledge sharing and consultations among staff within and outside the division. EWURA produces periodic reports conforming to QMS standards, necessitating group review by members situated across different zones.</p> <p>The implementation of a Video Conference System at various EWURA offices, including the Head Office in Dodoma, as well as the Eastern Zone (Dar es Salaam), Northern Zone (Arusha), Lake Zone (Mwanza), and Western Zone (Tabora), enables efficient business communications and reduces the need for physical travel. This system facilitates remote meetings, and collaboration on electronic documents, and supports a range of activities, including knowledge sharing and consultations.</p>
<b>12.6 Interface Requirements</b>	<ul style="list-style-type: none"> <li>• Two built-in speakers, support stereo audio, frequency response range:100Hz-20KHz, total power not less than 40 W</li> <li>• Video In: 1 x HDMI 2.0 (4K60)</li> <li>• Video Out: 1 x HDMI 2.0 (4K60)</li> <li>• Audio In: 1 x 3.5mm</li> <li>• Audio Out: 1 x 3.5mm</li> <li>• 1 x Omni-directional microphone port, support the cascading of two microphones.</li> <li>• 3 x USB Type-A 3.0, support USB flash drive, mouse, keyboard, microphone, speaker, remote control and wireless dongle for projection</li> <li>• 1 x USB Type-C, support USB flash device, wireless dongle for projection.</li> <li>• 1 x 10/100/1000M RJ45 port</li> <li>• 1 x COM port (RJ45)</li> <li>• 1 x OPS slot for PC module.</li> <li>• Wi-Fi 5 and Wi-Fi 6, IEEE802.11a/b/g/n/ac/ax network protocol</li> <li>• Wi-Fi 2.4 GHz and 5 GHz dual-band. Wi-Fi hotspot and Wi-Fi client can be enabled at the same time.</li> </ul>
<b>12.14 Special Feature</b>	<ul style="list-style-type: none"> <li>• Multi-window: The desktop can be divided into two windows that</li> </ul>

<b>Requirements</b>	<p>display two applications. User can change the size of the two windows by dragging the windows.</p> <ul style="list-style-type: none"> <li>• Supports Bring Your Own Meeting (BYOM), device hardware capabilities such as microphones, cameras, speakers, and touchscreens can be easily used as peripherals for 3rd party conferences on PC, by using Type-C cables, projection app, or wireless dongle</li> <li>• Welcome page without OPS module, the welcome page should contain text and pictures. The font of the text can be edited and the pictures can be customized.</li> <li>• Users can customize applications on the home page. Common applications can be placed on the home page. At least six applications can be configured on the home page.</li> <li>• Supports dynamic wallpapers and static wallpapers. Wallpapers can be changed and imported.</li> <li>• Clone screen content to another screen via HDMI cable</li> <li>• The IP address can be retained after factory settings are restored.</li> <li>• Support dual screen mode when connect other display, one for material projection and one for other application running.</li> </ul>
<b>8.0 Work Plan And Time Schedule</b>	<p>i) The consultant's operational base will be in EWURA's Western Zone office (Tabora).</p> <p>ii) The assignment is expected to last eight weeks after the contract signing date.</p>
<b>5.0 Expected Results:</b>	<p>i) Installation of a functional video conference system that connects EWURA offices effectively.</p> <p>ii) Trained video conference users and support staff.</p> <p>iii) Continued support and maintenance of the EWURA Video Conference System for six months.</p>
<b>7.0 Contract Management</b>	<p>The contract will be overseen by EWURA's ICT Team, with a designated team leader serving as the primary point of contact. All assignment outputs and deliverables should be submitted in English in both hard and soft copies.</p>
<b>4.0 Main Activities of the assignment:</b>	<p>i) Supply and install Video Conferencing system at EWURA's Western Zonal office in Tabora.</p> <p>ii) Configure and install video conferencing equipment at the EWURA's Western Zone office in Tabora.</p> <p>iii) Configure new equipment to work seamlessly with existing video conferencing infrastructure.</p> <p>iv) Commission newly installed equipment without disrupting current services.</p> <p>v) Test newly installed video conferencing devices at multiple sites.</p> <p>vi) Train key user groups and support staff.</p> <p>vii) Provide support services for six months post-deployment.</p>
<b>12.11 Video Conference Requirements</b>	<ul style="list-style-type: none"> <li>• Support native video conference without installation conference APP.</li> <li>• Video codec: H.264BP, H.264HP and H.265.</li> <li>• Voice codec: G.711A, G.711U, G.729A, G.722, G.722.1C, Opus and AAC-LD.</li> <li>• Mainstream video resolution: 1080p 30fps, 720p 60fps, 720p 30fps, 4CIF and CIF</li> <li>• Presentation resolution up to 1080p 30fps.</li> <li>• Supports the ITU-T H.323 and IETF SIP communication protocols</li> <li>• Non-chair conference control: muting/unmuting the microphone, viewing sites, and requesting chair control rights</li> <li>• Chair conference control: Add/delete sites, call/disconnect sites, mute/unmute the microphone, end/extend a conference, release chair control rights, view sites, and display the sites that are speaking/mute the speaker site.</li> <li>• Access the address book using LDAP protocols.</li> </ul>

	<ul style="list-style-type: none"> <li>• TLS and SRTP encryption, AES media stream encryption.</li> <li>• The remote image, local image, and presentation can be displayed on the device.</li> <li>• Allows users to expand a screen using HDMI cable. Then the remote video, local video and presentation can be displayed on the two screens respectively.</li> <li>• Even if the video packet loss rate reaches 30%, the packet loss compensation technology can be used to provide clear and smooth video services.</li> <li>• Even if the network packet loss rate reaches 80%, the voice should be clear and paused but resumed.</li> </ul>
<b>12.2 Touch Screen Requirements</b>	<ul style="list-style-type: none"> <li>• 86-inch 4K touch screen</li> <li>• Zero-gap bonding</li> <li>• Automatically adjusts screen brightness based on light sensing.</li> <li>• Optical anti-blue light, the inspection report of the third-party authority shall be provided</li> <li>• Screen protection up to physical toughened Mohs 7</li> <li>• The color gamut not less than 85% NTSC</li> <li>• Typical contrast ratio: 1200: 1. Typical brightness: 350 nits</li> <li>• Screen response time: 8ms</li> <li>• Touch accuracy: <math>\pm 1\text{mm}</math></li> <li>• 20 touch points.</li> </ul>
<b>12.10 Projection Requirements</b>	<ul style="list-style-type: none"> <li>• Wired projection through HDMI cable. Resolution support up to 1080p60fps and 4K30fps.</li> <li>• Wired projection through USB Type-C cable. Resolution support up to 1080p60fps and 4K30fps. When PC is projected to the device, the device can control the PC reversely without extra cables.</li> <li>• Wireless projection by entering the projection code on the mobile phone and PC. Resolution support up to 1080p60fps and 4K15fps. When PC is projected to the device, the device can control the PC reversely.</li> <li>• Wi-Fi Direct projection. Projection without configure network of their mobile device, automatically fill projection code once input the first letter. Projection resolution: up to 1080P60fps and 4K15fps. When PC is projected to the device, the device can control the PC reversely.</li> <li>• Allows users to use the same projection APP to project screens to OPS Windows.</li> </ul>
<b>12.15 Security Requirements</b>	<ul style="list-style-type: none"> <li>• The CA certificate can be replaced.</li> <li>• 802.11a/b/g/n/ac/ax protocols and WPA2 authentication.</li> <li>• Support protocols: TCP/IP, RTP, RTCP, DHCP, DNS, SMTP, SNMP, SSH, HTTP, HTTPS, and TR-069</li> </ul>
<b>12.4 Microphone Requirements</b>	<ul style="list-style-type: none"> <li>• At least 6 built-in microphone arrays</li> <li>• Sound pickup distance at least 10 meters, and the sound pickup angle: 180°.</li> <li>• 20 kHz full-frequency audio pickup, sampling frequency: 48 kHz</li> <li>• Acoustic baffle</li> <li>• Acoustic echo cancellation (AEC), automatic gain control (AGC), automatic noise reduction (ANR)</li> </ul>
<b>12.16 Warrant</b>	Minimum 1 Year
<b>12.13 Openness Requirements</b>	<ul style="list-style-type: none"> <li>• Android apps can be installed.</li> <li>• Support APP store dedicated to large screens device.</li> <li>• Supports APIs, third-party applications can perform registration, conference call, conference control, configuration query, and address book query based on the APIs.</li> </ul>
<b>12.7 OPS Module Requirements</b>	<ul style="list-style-type: none"> <li>• The performance should be no less than I7-10700, 16G DDR4 RAM, and 512G SSD.</li> <li>• Interface:</li> </ul>

	<ul style="list-style-type: none"> <li>• Video out: 1 x HDMI 1.4, 1 x DP 1.2.</li> <li>• Audio in: 1 x 3.5mm.</li> <li>• Audio out: 1 x 3.5mm.</li> <li>• USB: 3 x USB Type-A 3.0, 3 x USB Type-A 2.0.</li> <li>• Windows 10 enterprise operate system.</li> </ul>
<b>6.0 Key Deliverables:</b>	i) Detailed design report outlining the configuration of the video conference system. ii) Documentation, licenses, and User Acceptance Test report for the installed video conference system. iii) End-user operational manual.
<b>10.0 Reports</b>	The Service Provider will submit the following report after the completion of the work i) Design document of EWURA video conference system ii) installation completion report documentation including User Acceptance Report, iii) training reports, and iv) support and maintenance reports.
<b>12.3 Camera Requirements</b>	<ul style="list-style-type: none"> <li>• 4K30 built-in camera.</li> <li>• Horizontal viewing angle: 80°, vertical viewing angle: 50°</li> <li>• A built-in privacy cover to physically close the camera.</li> <li>• Auto Framing: the camera can give a full view to include all participants</li> <li>• Voice tracking: support to tracking and zooming two speakers at the same time at a distance of at least 10 meters</li> </ul>
<b>9.0 Expertise And Facilities Provision</b>	The Supplier/Service Provider, preferably a firm, should possess expertise in designing, developing, and installing video conference systems. The team leader should have at relevant experience. The team should include a project manager and members with experience in designing large-scale systems, familiarity with public sector video conference systems.

## GFS Code: 22001102 - Computer Supplies and Accessories

### Videoconferencing systems

Technical Requirements	Description
<b>1.0 BACKGROUND</b>	<p>The Energy and Water Utilities Regulatory Authority (EWURA) is an autonomous statutory body created under Cap. 414 of the Laws of Tanzania. Its primary responsibility is the technical and economic regulation of the electricity, water, petroleum, and natural gas sectors, as outlined in the EWURA Act and sector-specific legislation. The Authority's functions encompass licensing, tariff review, monitoring performance, and standards related to quality, safety, health, and the environment in the energy and water sectors. Additionally, EWURA monitors investment levels, service availability, costs, and production and distribution efficiency of regulated sectors.</p> <p>EWURA operates from its Head Office in Dodoma, with zonal offices in Lake Zone (Mwanza), Northern Zone (Arusha), Southern Highland Zone (Mbeya), Eastern Zone (Dar es Salaam), and Western Zone (Tabora). To facilitate its operations, EWURA conducts various meetings, such as technical, staff, management, and board meetings. These meetings serve as platforms for knowledge sharing and consultations among staff within and outside the division. EWURA produces periodic reports conforming to QMS standards, necessitating group review by members situated across different zones.</p> <p>The implementation of a Video Conference System at various EWURA</p>

	offices, including the Head Office in Dodoma, as well as the Eastern Zone (Dar es Salaam), Northern Zone (Arusha), Lake Zone (Mwanza), and Western Zone (Tabora), enables efficient business communications and reduces the need for physical travel. This system facilitates remote meetings, and collaboration on electronic documents, and supports a range of activities, including knowledge sharing and consultations
<b>5.0 CONTRACT MANAGEMENT</b>	The contract will be overseen by EWURA's ICT Team, with a designated team leader serving as the primary point of contact. All assignment outputs and deliverables should be submitted in English in both hard and soft copies
<b>9.0 PAYMENT TERMS</b>	Payment will be made in two phases: 80% paid After successful system operation and submission of relevant required reports 20% after six months of live system support.
<b>6.0 WORK PLAN AND TIME SCHEDULE</b>	i) The consultant's operational base will be in EWURA's Western Zone office (Tabora). ii) The assignment is expected to last eight weeks after the contract signing date.
<b>3.0 SCOPE OF THE ASSIGNMENT</b>	<b>3.1 General Scope:</b> i) Design and install a Video Conference System at the EWURA's Eastern Zone office in Dar es salaam that interfaces with existing systems in other EWURA offices. ii) Train key groups of users and support staff. iii) Provide six months of support and maintenance post-installation. <b>3.2 Main Activities:</b> i) Configure and install video conferencing equipment at the EWURA's Western Zone office in Tabora. ii) Supply and install Polycom RealPresence Group 500 720-p system at EWURA's Western Zonal office in Tabora. iii) Configure new equipment to work seamlessly with existing video conferencing infrastructure. iv) Commission newly installed equipment without disrupting current services. v) Supply necessary installation materials, including At lest 80-inch SMART TV, TV stand, and other necessary required accessories. vi) Test newly installed video conferencing devices at multiple sites. vii) Train key user groups and support staff. viii) Provide support services for six months post-deployment.
<b>3.3 Summary of Required Items:</b>	1. Supply Polycom VC system: Polycom RealPresence Group 500 720-p or better with at least three microphone Qty 1; 2. Eagle with coverage of at 10 meters Qty 1; 2 Supply Installation 60 inches SMART TV Qty 1; 3 Supply Installation materials, TV stand, Multipoint license, and other materials to support the installation of the video conference system; 4 Train key two user groups and two technical support staff Qty 4
<b>7.0 EXPERTISE AND FACILITIES PROVISION</b>	The Supplier/Service Provider, preferably a firm, should possess expertise in designing, developing, and installing video conference systems, particularly Polycom. The team leader should have at least five years of relevant experience. The team should include a project manager and members with experience in designing large-scale systems, familiarity with the Polycom system, and public sector video conference systems.
<b>4.0 EXPECTED RESULTS AND KEY DELIVERABLES</b>	<b>4.1 Expected Results:</b> i) Installation of a functional video conference system that connects EWURA offices effectively. ii) Trained video conference users and support staff. iii) Continued support and maintenance of the EWURA Video Conference

	<p>System for six months.</p> <p><b>4.2 Key Deliverables:</b></p> <ul style="list-style-type: none"> <li>i) Detailed design report outlining the configuration of the video conference system.</li> <li>ii) Documentation, licenses, and User Acceptance Test report for the installed video conference system.</li> <li>iii) End-user operational manual.</li> </ul>
<b>8.0 REPORTS</b>	<p>The Service Provider will submit the following report after the completion of the work</p> <ul style="list-style-type: none"> <li>i) Design document of EWURA video conference system</li> <li>ii) installation completion report documentation including User Acceptance Report,</li> <li>iii) training reports, and</li> <li>iv) support and maintenance reports.</li> </ul>
<b>2.0 OBJECTIVES OF THE ASSIGNMENT</b>	<p><b>2.1 Overall Objective</b> The primary goal of this assignment is to install a Video Conference System at EWURA's Western Zone office (Tabora).</p> <p><b>2.2 Specific Objectives</b></p> <ul style="list-style-type: none"> <li>i) Design and install a video conference solution at EWURA's Western Zone office in Tabora.</li> <li>ii) Supply and install a Polycom Video Conference (VC) system, specifically Polycom RealPresence Group 500 720-p or better, compatible with existing solutions in Dodoma and other zonal offices.</li> <li>iii) Train key user groups and support staff on the newly installed video conference system.</li> <li>iv) Provide six months of support services following the deployment of the solution.</li> </ul>



### SECTION III: INSTRUCTION TO TENDERERS

1. The delivery location will be EWURA House P.O Box 2857 Dodoma and goods should be delivered within 60 days after acceptance of quotation TR160/2023/2024/G/30 for Supply and Installation of Video Conference System at Western Zone Office in Tabora.
2. The tenderer shall submit the following documents to its quotation:
  - 2.1 A duly completed and signed priced offer as per the Schedule of Requirements and Prices available in the system during quotation submission;
  - 2.2 Manufacturer Authorization Letter shall be APPLICABLE.
  - 2.3 A list of 2 recently performed contracts of similar nature, value, and complicity include the name and addresses of the Employers for verification.
  - 2.4 A Sample of the goods shall be Not required.
  - 2.5 Quotation Securing Declaration;
  - 2.6 A duly Notarized Power of Attorney; and
  - 2.7 Information on technical specifications is provided in Section IV.
  - 2.8 Other additional documents are Not Applicable
3. Tender price;
  - 3.1 The contract shall be for all quantities as described in Section II.
  - 3.2 All duties, taxes and other levies payable by the Supplier under the contract shall be included in the total price.
  - 3.3 The rates quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
  - 3.5 The prices should be quoted in The Tanzanian Shilling.
4. The Supplier shall complete the Quotation Submission Form which is provided in the system when completing quotation submission.
5. The payment will be made in The Tanzanian Shilling.
6. Quotation shall remain valid for a period of not less than 120 after the deadline for submission.
7. The quotation shall be completed and signed by an authorized representative of the tenderer. For this case a duly Notarized Power of Attorney must be submitted together with this quotation.
8. The PE will evaluate and compare the quotations using qualifications and evaluation criteria as shown below;
  - 8.1 Commercial and Technical Evaluation: PE shall determine substantially responsive quotations that conform to the terms and conditions of the invitation for quotations. A substantially responsive Quotation is one which conforms to all the terms, conditions, and specifications of the quotation document, without material deviation or reservation.

If a Quotation is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
  - 8.2 Financial Evaluation: in evaluating the quotations, system shall rank tenderers from lowest to highest quoted prices for the evaluation committee to make recommendations of the lowest evaluated tenderer.
9. The PE will award the contract to the tenderer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
10. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of goods to be supplied originally specified in the Schedule of Requirements and Prices without any change in unit price or other terms of conditions and this shall be reflected in the LPO.
11. Notwithstanding the above, the PE reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.
12. The tenderer whose quotation is accepted will be notified for the award of contract by the PE prior to expiration of the quotation validity period.
13. A tenderer may be ineligible if:
  - (a) the tenderer is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favour of the tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against the tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct;

(e) the tenderer 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.

14. 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.

15. Clarification of Tendering Documents: A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least one (1) day prior to tender submission deadline. The PE will within one (1) day after receiving the request for clarification respond and publish through NeST.

16. Amendment of Tendering Documents: Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.

17. Modification, Substitution, or Withdrawal of Tenders: A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdrawal is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.

18. Opening of Tenders: The opening shall be made after the deadline date and time. Readout prices shall be displayed automatically in the NeST portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.

19. Payments will be made directly by the Procuring Entity or by the financing institution specified in the Invitation Notice upon request of the Procuring Entity to so pay in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

20. Tenderers have the right to seek for review of procurement decisions pursuant to the Public Procurement Act, Cap 410.

#### **SECTION IV: QUALIFICATION AND EVALUATION CRITERIA**

## QUALIFICATION AND EVALUATION CRITERIA

### Commercial Evaluation

#### 1. Eligibility

##### Completion Period

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	60
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#### 2. Standard Tender Forms

##### Tender Validity Period

Suppliers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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##### Notarized Special Power of Attorney

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

### Technical Evaluation

#### 1. Experience

##### Specific Experience

Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size, complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). In the case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Specific Experience	Supply and Installation of Video Conference System
Specific Experience Start Year	2019-01-01
Specific Experience End Year	2023-09-01
Number of Specific Experience Contracts	2
Value of Specific Experience Contracts (TZS)	100000000

## **2. Technical Specifications**

### **Conformance to Technical Specifications and Standards**

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

## **Financial Evaluation**

### **1. Price Schedule**

#### **Priced schedule**

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

## **Section V: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## **Section V:**

### **General Conditions of Contract**

#### **1.0 Definitions**

- 1.1 “The Contract” means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- “The Goods” means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.
- “The Incidental 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, and other such obligations of the Supplier covered under the Contract.
- “The Purchaser” means the Government Entity purchasing the Goods. as named in the SCC.
- “The Supplier” means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the PE. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.

#### **2.0 Eligibility**

- 2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.
- 2.3 For purposes of this GCC, “origin” means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

#### **3.0 Standards**

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

#### **4.0 Use of Contract Documents and Information**

- 4.1 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.
- 4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC 4.1, other than the Contract itself, 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.

#### **5.0 Patent Rights**

- 5.1 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, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

#### **6.0 Performance Security**

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.
- 6.2 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.
- 6.3 The performance security shall be denominated in Tanzania 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 format provided in the invitation for quotations or another form acceptable to the Purchaser;
- (b) a cashier’s or certified check; or

(c ) a Performance Securing Declaration.

6.4 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 as specified in the SCC.

## **7.0 Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.

7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. 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.

7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

7.5 Nothing in GCC 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **8.0 Packing**

8.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.

8.2 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 specified in the SCC and through any subsequent instructions issued by the Purchaser.

## **9.0 Delivery and Documents**

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC and LPO**.

9.2 For purposes of the Contract, "EXW," "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.

9.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## **10.0 Insurance**

10.1 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**.

10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

## **11.0 Transportation**

11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC 9.2. No restriction shall be placed on the choice of carrier.

11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## **12.0 Incidental Services**

12.1 A Supplier may be required to provide any additional services as specified within the LPO.

## **13.0 Spare Parts**

13.1 If specified in the SCC, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:-

- (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, blueprints, drawings, and specifications of the spare parts, if requested.

#### **14.0 Warranty**

- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused of the most recent or current models, and incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the **SCC and LPO** after final acceptance of the Goods by the Purchaser.
- 14.4 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.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.w7u
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and LPO**, 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.

#### **15.0 Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and LPO**.
- 15.2 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, works completed or services performed, and by documents submitted pursuant to GCC 9, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and LPO** after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made in Tanzania Shillings unless otherwise stated in the **SCC and LPO**.

#### **16.0 Prices**

- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

#### **17.0 Change Orders**

- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 31, make changes within the general scope of the Contract in any one or more of the following:
  - (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) methods of shipment, packing, construction or performance;
  - (c) the place of delivery; and/or
  - (d) incidental services to be provided by the Supplier.
- 17.2 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 Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### **18.0 Contract Amendments**

- 18.1 Subject to GCC 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **19.0 Assignment**

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

#### **20.0 Sub-contracts**

- 20.1 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. Subcontracts must comply with the provisions of GCC 2.

#### **21.0 Delays in the Supplier's Performance**

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the **SCC**.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or 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.

21.3 Except as provided under GCC 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages.

## **22.0 Liquidated Damages**

22.1 Subject to GCC 24 and if stated in the SCC if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC 23.

## **23.0 Termination for Default**

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"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 Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **24.0 Force Majeure**

24.1 Notwithstanding the provisions of GCC 21, 22, and 23, 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.

24.2 For purposes of this GCC, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. 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, and freight embargoes.

24.3 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.

## **25.0 Termination for Insolvency**

25.1 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.

## **26.0 Termination for Convenience**

26.1 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 extent to which performance of the Supplier under the Contract is terminated, and

the date upon which such termination becomes effective.

26.2 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 prices. 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, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## **27.0 Settlement of Disputes**

27.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

27.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this GCC shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

27.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28.0 Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5,

- (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.

## **29.0 Governing Language**

29.1 The Governing Language of the Contract shall be specified in the SCC.

## **30.0 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of Tanzania.

## **31.0 Notices**

31.1 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 to the other party's address. Details of the Supplier Address will be available in the Contract Finalization Information Section in the Contract Agreement.

31.2 A notice shall be effective when electronically set to either part.

## **32.0 Taxes and Duties**

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

## **33.0 Change of Laws and Regulations**

33.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.

### Special Conditions of Contract

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

SCC Clause Number	SCC Clause Description	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Name and Address of Purchaser	1.1	The ENERGY AND WATER UTILITIES REGULATORY AUTHORITY of P.O.BOX 2857.
2.	Performance Security	6.1	The Performance Security type shall be Performance Securing Declaration.
3.	Additional Packing Requirement	8.2	The additional packing requirements are not applicable.
4.	Delivery and Documents	9.1	<p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of the non-negotiable bill of lading;</p> <p>(iii.) One original plus four copies of the packing list identifying the contents of each package;</p> <p>(iv.) insurance certificate;</p> <p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report;</p> <p>(vii.) certificate of country of origin issued</p>

			<p>by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate; and</p> <p>(viii.) The additional shipping documents are not applicable.</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		9.1	<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 PE and mail the following documents to the PE:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; an</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>(vi.) The additional delivery documents are not applicable.</p>
5.	Insurance	10.1	<p>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.</p>
6.	Incidental Services	12.1	<p><b>For Goods supplied from Abroad:</b> The Incidental Services are not applicable.</p> <p><b>For Goods supplied within Tanzania:</b> The Incidental Services are not applicable.</p>
7.	Spare Parts	13.1	<p>Additional Spare Parts Requirements are not required.</p>

8.	Warranty	14.3	The Warranty Period shall be 12 months after delivery and acceptance.
9.	Period for Correcting the Defects	14.6	The period for correction of defects during the warranty period is 7 days.
9.	Payment	15.1 (a) & (b)	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b>  Payment of foreign currency portion shall be made in:</p> <p>(i) Advance Payment: 0 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 quotation documents or another form acceptable to the PE.</p> <p>(ii) On Shipment: 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the tenderer in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) On Acceptance: 100 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment of local currency portion shall be made in The Tanzanian Shilling within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		15.1(c)	<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b>  Payment for Goods and Services supplied from within the United Republic of Tanzania</p>

			<p>shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.</p>
10.	Late Payment to Supplier	15.3 & 15.4	<p>Rate to be used for paying the Supplier's interest on the late payment made by PE shall be 0.1 percent.</p> <p>Alternative payment currency shall be made in The Tanzanian Shilling.</p>
11.	Prices	16.1	Price adjustment: NOT_APPLICABLE.
12.	Delivery Period	21.1	Goods shall be delivered within 60 days.
13.	Liquidated Damages	22.1	<p>0.2 percent to be charged for Liquidated Damage.</p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: The Maximum amount for liquidated damage shall not exceed performance security amount.</i></p>
14.	Procedure for Dispute Resolution	27.1	Appointing Authority for the Adjudicator shall be Tanzania Institute of Arbitrators (TIArb).
15.	Dissatisfaction of the Adjudicator Decision	27.2	The dissatisfied adjudicator's decision shall be referred to arbitrator within 28 days.
16.	Governing Language	29.1	The Governing Language shall be ENGLISH.

## LETTER OF ACCEPTANCE

Date.....

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

This is to notify you that your quotation dated *[insert date]* for provision of the *[insert description of service and quotation number, as given in the quotation documents]* for the Contract Price of *[insert amount in words, figures and currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

We here by confirming *[insert name of the Appointing Authority]* to be the appointing authority, to appoint the Adjudicator in case of any arisen disputes in accordance with GCC 27.1.

You are required to sign the Contract and commence the service within *[insert period]* from the date of signing the contract.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Client: .....



## PERFORMANCE SECURING DECLARATION

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

**Local Purchase Order No.:** *[insert Local Purchase Number]*

To: *[insert complete name of Employer]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, we are required to guarantee the faithful performance by the Contractor of its obligations under the Contract.
2. I/We accept that: I/We will be disqualified from participating in public procurement for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract in accordance with the Terms and Conditions therein.

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

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

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

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

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

Corporate Seal (where appropriate)

### Performance Bank Guarantee [Unconditional]

[The **bank/successful tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

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

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

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

### Performance Bond

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor")

and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Oblige (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer. In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

**Bank Guarantee for Advance Payment**

*[Bank's Name, and Address of Issuing Branch or Office]*

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated \_\_\_\_\_ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* ( ) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

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

*[Logo]*

*[Insert the Address of the PE]*

# Local Purchase Order for Procurement of Goods

**Quotation:** *[Insert quotation Number]*

*[Insert Description of Goods]*

**To:***[Insert Name and Address of Supplier]*

Kindly be informed that, your quotation reference [reference number] dated [date of quotation] is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

**Terms and Conditions of this Local Purchase Order:**

**1. Contract Sum:** The Contract Sum is *[state contract sum in TZS VAT inclusive or exclusive]*.

**2. Delivery Period:** The goods are to be delivered within *[insert number]*days/weeks/months from the date of this LPO.

**3. Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within *[insert number]*days otherwise 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 Purchaser may have against the Supplier under the contract.

**4. Delivery point:** The goods are to be delivered to *[indicate physical address]*.

**5. Contact Person:** Notices, enquiries and document action should be addressed to *[insert name and position of individual]* at *[insert address]*

**6. Payment to Supplier:** Payment will be made within [insert number] days [or state alternative agreed payment terms] on completion of satisfactory performance of the contract.

The following documentation must be supplied for payments to be made:

- (i) An original Invoice;
- (ii) A delivery note evidencing dispatch of the goods;
- (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order;
- (iv) Electronic Fiscal Device (EFD) receipt; and
- (v) *[List other documents required e.g. packing lists, certificates, special shipping documents]*

**7. Contract Documents:** The following documents form part of this Contract (LPO):

- (i) This Local Purchase Order (LPO)
- (ii) Letter of Acceptance;
- (iii) Special Conditions of Contract for LPO
- (iv) General Conditions of Contract for LPO
- (v) *(Attach the standard established specifications, if provided by the Government)*
- (viii) *[List any other such documents]*

IN WITNESS WHEREOF the Employer and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

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

**THE PROCURING ENTITY**

Name: .....  
*(Authorized Representative)*

Designation: .....

Signature: .....

**WITNESS**

Name: .....

Designation: .....

Signature: .....

**THE SUPPLIER**

Name: .....  
*(Authorized Representative)*

Designation: .....

Signature: .....

**WITNESS**

Name: .....

Designation: .....

Signature: .....

## **SECTION V: FORMS**

## 1. QUOTATION SUBMISSION FORM

[date]

To: [Full address of Procuring Entity (PE)]

We agree to supply the goods specified in the Schedule of Requirement and prices of the ..... [name and identification number of quotation]  
in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... [amount in numbers], .....  
[amount in words] in Tanzanian Shillings.

We also offer to deliver the said goods within the period of .....days/weeks/months (*delete as necessary*) as specified in the LPO, Special Conditions of Contract, and General Conditions of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Tender for the Tender Validity Period specified in **ITT 6**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: .....

Name and Title of Signatory: .....

Date: .....

Name of Tenderer: .....

Address: .....

## 1. Quotation Securing Declaration

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

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

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

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time to be 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) having been notified of the acceptance of our Tender by the PE during the period of tender validity,
  - (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

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

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

In the capacity of *[insert legal capacity of the person signing the Tender Securing Declaration]*

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

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

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

Corporate Seal (where appropriate)



## 1. Manufacturer's Authorization Form

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Quotation and subsequently negotiate and sign the Contract with you against Quotation No. *[reference of the Invitation for Quotations]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per GCC 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Quotations.

---

*[Signature for and on behalf of Manufacturer]*

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

## 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 No. *[insert day]* 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**

**DONEE**

**BEFORE ME:**  
**COMMISSIONER FOR OATHS**