

# **TANZANIA BUREAU OF STANDARDS**



## **INVITATION FOR BIDS**

**TENDER NO. PA/044/2021-2022/HQ/NC/19**

**FOR**

**PROVISION OF PRE-SHIPMENT VERIFICATION OF  
CONFORMITY TO STANDARDS (PVOC) SERVICES FOR USED  
MOTOR VEHICLES FOR TANZANIA BUREAU OF  
STANDARDS**

***BIDDING DOCUMENT***

**DAR ES SALAAM**

**MARCH, 2022**

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

# TANZANIA BUREAU OF STANDARDS



**Tender No. PA/044/2021-2022/HQ/NC/19**

**for**

## **Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for used motor vehicle for Tanzania Bureau of Standards**

### **Invitation for Tenders**

**Date:** 04<sup>th</sup> March 2022

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in [www.taneps.go.tz](http://www.taneps.go.tz) on 1<sup>st</sup> July 2021.
2. The Government of Tanzania has set aside funds for the operation of Tanzania Bureau of Standards during the financial year 2021/2022. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles.
3. The Tanzania Bureau of Standards now invites sealed Tenders from eligible Service Providers for Pre-Shipment Verification Inspection of Conformity to Standards (PVoC) Services for Used Motor Vehicles imported from Japan only
4. Tendering will be conducted on [www.taneps.go.tz](http://www.taneps.go.tz) through the International Competitive Tendering procedures specified in the Public Procurement (Regulations, 2013 – Government Notice No. 446 as amended in 2016 and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents on [www.taneps.go.tz](http://www.taneps.go.tz).
6. All Tenders must be accompanied by a Tender Security in an acceptable form in the amount of USD 20,000.00 (United States Dollars Twenty Thousand Only). The original Tender Security must be submitted at TBS Procurement Management Unit Office at or before the bid submission deadline.

7. All tenders in one original soft copy must be submitted electronically on [www.taneps.go.tz](http://www.taneps.go.tz) at or before 10h00 (EAT), **Friday 01<sup>st</sup> April 2022** upon payment of Tanzanian Shillings One Hundred Thousand Only (Tsh. 100,000.00) through dedicated payment gateway integrated in the TANePS.
8. Late Tenders, portion of Tenders, Tenders not received online, Tenders not opened and not read out in public at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

**DIRECTOR GENERAL  
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DAR ES SALAAM  
TANZANIA**

## **SECTION II: INSTRUCTION TO TENDERERS**

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## A. Introduction

1.	Scope of Tender	1.1	The Procuring Entity indicated in the <b>Tender Data Sheet (TDS)</b> , invites Tenders for the provision of Services as specified in the <b>TDS, Section VI - Technical Specifications</b> and <b>Section VII - Activity Schedule</b> .
		1.2	The successful Tenderer will be expected to provide the service(s) within the period stated in the <b>TDS</b> from the start date specified in the <b>TDS</b> .
2.	Source of Funds	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b>. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in the <b>TDS</b>.</p> <p><b>Or</b></p> <p>The Government of the United Republic of Tanzania through the Procuring Entity named in the <b>TDS</b> has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the <b>TDS</b> towards the cost of the Project named in the <b>TDS</b>. The United Republic of Tanzania intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the <b>TDS</b>.</p>
		2.2	Payments will be made directly by the Procuring Entity (or by financing institution specified in the <b>TDS</b> upon request of the Entity to so pay) 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 natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the



			members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b> , there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	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 service providers as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446 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 Service Provider in Tanzania before signing the Contract.
		3.6	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <p>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 services to be procured under this Invitation for Tenders.</p>

			<ul style="list-style-type: none"> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tender; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or</li> <li>f) submit more than one Tender in this tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Tender.</li> </ul>
		3.7	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</li> </ul>

			(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.
		3.8	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government, registered by the relevant registration Board or Authority.
		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	Tenderers 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.	<b>One Tender per Tenderer</b>	4.1	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. No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity. 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 proposals in

			which the Tenderer has participated to be disqualified.
5.	<b>Cost of Tendering</b>	5.1	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 in the circumstances described in Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.
6.	<b>Site Visit and Pre-Tender meeting</b>	6.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the Tender and entering into a Contract for provision of the service(s). The costs of visiting the Site shall be at the Tenderer's own expense.
		6.2	The Procuring Entity may conduct a site visit and a pre-tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
		6.3	The Tenderer's designated representative is invited to attend site visit and a pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the <b>TDS</b> .
		6.4	The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication, to reach the Procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions received late, but questions and responses will be transmitted in accordance with ITT 6.5.
		6.5	Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within three (3) days to all purchasers of the Tendering Documents. Any modification of the Tendering Documents listed in ITT 23.1 that may become necessary as a result of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 9 and not through the minutes of the pre-Tender meeting.
		6.6	Non attendance during the site visit or pre-tender meeting will not be a cause for disqualification of a Tenderer.

## B. Tendering Documents

7.	<b>Content of Tendering Documents</b>	7.1	<p>The services to be provided, tendering, procedures and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9 include:</p> <p style="margin-left: 40px;">Section II. Instructions to Tenderers</p> <p style="margin-left: 40px;">Section III. TDS</p> <p style="margin-left: 40px;">Section IV. General Conditions of Contract (GCC)</p> <p style="margin-left: 40px;">Section V. Special Conditions of Contract (SCC)</p> <p style="margin-left: 40px;">Section VI. Performance Specifications and Drawings (if applicable)</p> <p style="margin-left: 40px;">Section VII. Activity Schedule</p> <p style="margin-left: 40px;">Section VIII. Tender Forms</p> <p style="margin-left: 80px;">Form of Tender</p> <p style="margin-left: 80px;">Forms of qualification information</p> <p style="margin-left: 80px;">Letter of Acceptance</p> <p style="margin-left: 80px;">Form of Agreement</p> <p style="margin-left: 40px;">Section IX. Form of Security</p> <p style="margin-left: 80px;">Tender Security</p> <p style="margin-left: 80px;">Tender Security Declaration</p> <p style="margin-left: 80px;">Performance Bank Guarantee</p> <p style="margin-left: 80px;">Bank Guarantee for Advance payment</p> <p style="margin-left: 40px;">Section X. Forms of Integrity</p>
		7.2	The number of copies to be completed and returned with the Tender is specified in the <b>TDS</b>
		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 reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in 7.1 above, 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 not substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8.	<b>Clarification of Tendering Documents</b>	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 <b>TDS</b> prior to the deadline for the submission of Tenders prescribed in 21.1
		8.2	The Procuring Entity will, within three (3) working days after receiving the request for clarification respond to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of Tenders and in the case of non-competitive methods, three (3) days prior to the deadline.
		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 ITT 9.
9.	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of Tenders, the 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 including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 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 in writing or in electronic forms that provide record of the content of communication.

		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 submission of Tenders, in accordance with ITT 21.2.
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### C. Preparation of Tenders

10.	<b>Language of Tender</b>	10.1	The Tender, prepared by the Tenderer as well as all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the Tender language stipulated in the <b>TDS</b> and <b>Special Conditions of Contract (SCC)</b> . Supporting documents and printed literature furnished by the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the <b>TDS</b> , in which case, for purposes of interpretation of the Tender, the translation shall govern.
11.	<b>Documents Constituting the Tender</b>	11.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> <li>a) The Form of Tender (in the format provided in Section VIII);</li> <li>b) Information requested by ITT 12.3; 12.4 and 12.5;</li> <li>c) Tender security or Tender securing declaration in accordance with ITT 17;</li> <li>d) Priced Activity Schedule;</li> <li>e) Forms of Qualification Information (in the format provided in Section VIII) and Documents;</li> <li>f) Alternative offers where invited in accordance with ITT 18;</li> <li>g) Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with ITT 19.</li> <li>h) any other document required in the <b>TDS</b>.</li> </ul>

12.	Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to ITT 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.
		12.2	If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, all Tenderers shall submit information and documents with their Tenders in <b>Section VIII – Tender Forms – Form of Qualification Information</b> .
		12.3	To qualify for award of the Contract, Tenderers shall meet the qualifying criteria stated in <b>Section VIII – Forms of Tender – Form of Qualification Information</b> .
		12.4	The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria however, for a joint venture to qualify, its partners must meet at least 25 percentages of minimum criteria on Average Annual Turnover, Experience and Financial Capability (liquid assets, unencumbered real assets, line of credits and other financial means) for an individual Tenderer and the partner in charge at least 40 percent to those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria.
		12.5	Domestic Tenderers and joint ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in Tender evaluation shall supply all information to satisfy the criteria for eligibility as described in ITT 32.
		12.6	When bidding for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-  a) average annual turnover;  b) experience;  c) financial capabilities, etc;



			<p>d) personnel capabilities; and</p> <p>e) equipment capabilities.</p> <p>In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
<b>13.</b>	<b>Form of Tender</b>	13.1	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.
<b>14.</b>	<b>Tender Prices</b>	14.1	The Contract shall be for the service(s), as described in ITT1.1, based on the priced Activity Schedule submitted by the Tenderer.
		14.2	The Tenderer shall fill in rates and prices for all items of the Service(s) described in <b>Section VI - Performance Specifications</b> and listed in <b>Section VII - Activity Schedule</b> . Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. On the other hand, if the Tenderer introduces new Activity Schedule items not specified in the Tendering Documents, the new items, corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.
		14.3	All duties, taxes, and other levies payable by the service provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
		14.4	The rates and price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the <b>TDS</b> and the provisions of ITT 38 of the General Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the <b>TDS</b> and ITT 38 of the General Conditions of Contract.
<b>15.</b>	<b>Tender Currencies</b>	15.1	<p>The price shall be quoted by the Tenderer separately in the following currencies:</p> <p>a) for those inputs to the Services which the Tenderer</p>

			<p>expects to provide from within Tanzania, the prices shall be quoted in the Tanzania Shillings, unless otherwise specified in the <b>TDS</b>; and</p> <p>b) for those inputs to the Services which the Tenderer expects to provide from outside Tanzania, the prices shall be quoted in up to any three currencies of any eligible country.</p>
		15.2	<p>The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT 15.1 shall be the selling rates for similar transactions established by the authority specified in the <b>TDS</b> prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 30.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.</p>
		15.3	<p>Tenderers shall indicate details of their expected foreign currency requirements in the Tender.</p>
		15.4	<p>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 <b>SCC</b> are reasonable and responsive to ITT 15.1.</p>
<b>16.</b>	<b>Tender Validity Period</b>	16.1	<p>Tenders shall remain valid for the period specified in the <b>TDS</b> after the deadline for Tender submission specified in ITT 21. A tender valid for a shorter period shall be rejected by the Procuring Entity as non- responsive.</p>
		16.2	<p>In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers to extend the period of validity 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 to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the</p>

			period of the extension, and in compliance with ITT 21 in all respects.
		16.3	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.
17.	<b>Tender Security or Tender Securing Declaration</b>	17.1	Pursuant to ITT 11, unless otherwise specified in the <b>TDS</b> , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> and in the format provided in <b>Section IX</b> .
		17.2	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 17.9.
		17.3	<p>The Tender security or Tender Securing declaration shall be denominated in the currency of the Tender or in another freely convertible currency, and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm of their choice located in any eligible country 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,</li> <li>b) a cashier's or certified cheque;</li> <li>c) another security if indicated in the <b>TDS</b>.</li> </ul>
		17.4	The Tender security or Tender securing declaration shall be in accordance with the Form of the Tender security or securing declaration included in Section IX or another form approved by the Procuring Entity prior to the Tender submission.

		17.5	The Tender Security or Tender Securing Declaration shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in ITT 17.9 are invoked.
		17.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITT 17.1 and 17.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT 27.
		17.7	Unsuccessful Tenderers' Tender Security or Tender Securing Declaration 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 16.
		17.8	The successful Tenderer's Tender Security or Tender Securing Declaration will be discharged upon the Tenderer signing the contract or pursuant to ITT 40, and furnishing the Performance Security, pursuant to ITT 41.
		17.9	<p>The Tender Security may be forfeited or the Tender Securing Declaration executed:</p> <p>a) if the Tenderer :</p> <ul style="list-style-type: none"> <li>i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 16.2; or</li> <li>ii) does not accept the correction of its Tender price, pursuant to ITT 29; or</li> </ul> <p>b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:-</p> <ul style="list-style-type: none"> <li>i) sign the Contract in accordance with ITT 40; or</li> <li>ii) to furnish Performance Security in accordance with ITT 41.</li> </ul>
		17.10	The Tender Securing or the Tender Security Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

		17.11	<p>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 Securing Declaration:</p> <ul style="list-style-type: none"> <li>(a) if the Tenderer withdraws its Tender, except as provided in 16.2 or</li> <li>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract; or</li> <li>(ii) furnish the required performance security.</li> </ul> </li> </ul>
18.	<b>Alternative Tenders by Tenderers</b>	18.1	<p>Tenderers shall submit offers that comply with the requirements of the Tendering Documents, as indicated in <b>Section VI – Performance Specifications</b> and <b>Section VII – Activity Schedule</b>. Alternatives will not be considered, unless specifically allowed for in the <b>TDS</b>. If so allowed, 18.2 and 18.3 shall govern.</p>
		18.2	<p>When alternative terms for provision of services are explicitly invited, a statement to that effect will be included in the <b>TDS</b> as will the method of evaluating different terms for completion.</p>
		18.3	<p>If so allowed in the <b>TDS</b>, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the scope, basic technical data, graphical documents and 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 design calculations, technical specifications, breakdown of prices, proposed work methods 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. Alternatives to the specified performance levels shall not be accepted.</p>
19.	<b>Format and Signing of Tender</b>	19.1	<p>The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT 11, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the <b>TDS</b>, and clearly marked as "COPIES." In the event of</p>

			discrepancy between them, the original shall prevail.
		19.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the <b>TDS</b> and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		19.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
		19.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

## **D. Submission of Tenders**

<b>20.</b>	<b>Sealing and Marking of Tenders</b>	20.1	The Tenderer shall seal the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
		20.2	The inner and outer envelopes shall <ul style="list-style-type: none"> <li>a) be addressed to the Procuring Entity at the address provided in the <b>TDS</b>;</li> <li>b) bear the Project name indicated in the <b>TDS</b>, the Invitation for Tenders (IFT) title and number indicated in the <b>TDS</b>, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the <b>TDS</b>, pursuant to ITT21.1</li> </ul>
		20.3	In addition to the identification required in ITT20.2, 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 ITT 22, and for matching purposes under ITT 23.
		20.3	If all envelopes are not sealed and marked as required by ITT20.2, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Tender.
		20.4	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.
<b>21.</b>	<b>Deadline for Sub-mission of Tenders</b>	21.1	Tenders shall be received by the Procuring Entity at the address specified in ITT 20.2 (a) no later than the date and time specified in the TDS.
		21.2	The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of Tenders by issuing an amending the Tendering Documents in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.
<b>22.</b>	<b>Late Tenders</b>	22.1	The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 21.
		22.2	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.
<b>23.</b>	<b>Modification, Substitution and Withdrawal of Tenders</b>	23.1	A Tenderer may modify, substitute or withdraw its Tender after submission provided that written notice of the modification, substitution or withdrawal is received by the Procuring Entity prior to the deadline for submission.
		23.2	The Tenderer's modification, substitution, and withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT 20 and 21, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION, or "WITHDRAWAL," as appropriate. The notice may also be sent in writing or in electronic forms that provide record of the content of communication

			but followed by a signed confirmation copy postmarked not later than the deadline for submission of Tenders.
		23.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
		23.4	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.
		23.5	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 Tender on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of the Tender Securing Declaration , pursuant to the ITT 17.9.

## **E. Opening and Evaluation of Tenders**

<b>24.</b>	<b>Opening of Tenders</b>	24.1	The Procuring Entity will open all Tenders, including modifications, substitutions or withdrawal notices made pursuant to ITT 23, in public, in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings, at the place, on the date and at the time specified in the <b>TDS</b> . Tenderers' representatives present shall sign a register as proof of their attendance.
		24.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 23 shall not be opened but returned to Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature of 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.
		24.3	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, and such other details as specified in the <b>TDS</b> , will be announced by the Secretary of Tender Board or his delegate at the opening. One of the Tenderer's representative shall be nominated to verify the information read out.
		24.4	Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at bid opening shall not be considered further.
		24.5	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 Tenderers Tender.
		24.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT 22.
		24.7	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 Tenderers 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.
		24.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.

		24.9	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
		24.10	A copy of the minutes of the Tender opening shall be furnished to the individual Tenderers upon request.
25.	<b>Confidentiality</b>	25.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
		25.2	Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of its Tender.
		25.3	Notwithstanding ITT 25.2, 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.
26.	<b>Clarification of Tenders</b>	26.1	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 in the Activity Schedule. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
		26.2	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 29.
		26.3	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 provide record of the

			content of communication.
27.	<b>Preliminary Examination of Tenders</b>	27.1	<p>Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether each Tender</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in ITT 3;</li> <li>b) has been properly signed;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the Tendering Documents.</li> </ul> <p>The Procuring Entity's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
		27.2	<p>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:-</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Service(s);</li> <li>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</li> <li>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.</li> </ul>
		27.3	<p>The Procuring Entity will confirm that the documents and information specified under ITT 11 and ITT 12 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.</p>
		27.4	<p>The Procuring Entity may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or commercial evaluation pursuant to ITT 28</p>

			and 31.
		27.5	If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
28.	Examination of Terms and Conditions; Technical Evaluation	28.1	The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		28.2	The Procuring Entity shall evaluate the technical aspects of the Tender submitted to confirm that all requirements specified in <b>Section VII – Performance Specifications and Drawings</b> of the Tendering Documents have been met without material deviation or reservation.
		28.3	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 27, it shall reject the Tender.
29.	<b>Correction of Errors</b>	29.1	Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the evaluation committee 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.
		29.2	The amount stated in the Tender will be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer

			does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited or the Tender securing declaration may be executed in accordance with ITT 17.9.
30.	<b>Conversion to Single Currency</b>	30.1	<p>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:</p> <p>a) the 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 specified in the <b>TDS</b>.</p> <p><b>OR</b></p> <p>b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania for the amount payable in Tanzania Shillings.</p>
		30.2	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, shall be specified in the <b>TDS</b> .
31.	<b>Commercial Evaluation of Tenders</b>	31.1	The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive pursuant to ITT 27 and the proposals of which have been determined to be adequate in accordance with ITT 28.2 or 28.3.
		31.2	<p>In evaluating the Tenders, the evaluation committee will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:-</p> <p>a) making any correction for errors pursuant to ITT 29;</p> <p>b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Daywork, when requested in the Performance Specifications;</p> <p>c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers</p>

			<p>submitted in accordance with ITT 18;</p> <p>d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 23.4; and</p> <p>e) applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other Contracts.</p>
		31.3	The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
		31.4	The estimated effect of any price adjustment conditions under 38 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
		31.5	In the case of several Lots, pursuant to ITT 12.6 the Procuring Entity will determine the application of discounts so as to minimize the combined cost of all the Lots.
<b>32.</b>	<b>National Preference</b>	32.1	If so indicated in the <b>TDS</b> , Domestic Tenderer may receive a margin of preference in Tender evaluation, for which this Clause shall apply.
		32.2	<p>Domestic Tenderers shall provide all evidence necessary to prove that they meet the following criteria to be eligible for the margin of preference in the comparison of their Tenders with those of Tenderers who do not qualify for the preference. They should;</p> <p>a) Be registered by relevant statutory bodies within the United Republic of Tanzania;</p> <p>b) Be registered with the Public Procurement Regulatory Authority for purposes of preference schemes;</p> <p>c) Have at least fifty per cent of the authorized capital of the company is owned either by the Government or</p>

			<p>citizens of Tanzania;</p> <p>d) Not subcontract more than ten (10) percent of the Contract price, excluding provisional sums to foreign service providers; and</p> <p>e) Have no arrangement whereby any major part of the net profits or other tangible benefits of the domestic company will accrue or be paid to persons not citizens of the United Republic of Tanzania or to companies which would not be eligible under this Clause.</p>
		32.3	The Procuring Entity shall, in granting margin preference, use the Authority's register of Tenderers to determine whether or not Tenderers are qualified for exclusive preference.
		32.4	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than sixty per cent, shall also be eligible to participate in the exclusive preference scheme.
		32.5	<p>The following procedure will be used to apply the margin of preference:</p> <p>a) Responsive Tenders will be classified into the following groups:</p> <p>i) Group A: Tenders offered by domestic Service Providers eligible for the preference;</p> <p>ii) Group B: Tenders offered by associations between domestic Service Providers and foreign Service Providers eligible for the preference; or</p> <p>iii) Group C: Tenders offered by Foreign Service Provider</p> <p>b) For the purpose of further evaluation and comparison of Tenders only, an amount equal to the percentage shown in the <b>TDS</b>, of the evaluated Tender Prices determined in accordance with ITT31.2(a), (b), and (d), will be added to all Tenders classified in Groups B and C.</p>
		32.6	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT 18, and shall be subject to the margin of preference in

			accordance with ITT 32.5.
33.	<b>Determination of the Lowest Evaluated Tender</b>	33.1	The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
34.	<b>Post-qualification of Tenderer</b>	34.1	If pre-qualification was not undertaken, post-qualification shall be performed.
		34.2	<p>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:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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 or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal;</li> <li>(c) The decision of the 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;</li> <li>(d) The Accounting Officer (Procuring Entity) shall seek the approval of the Authority prior to rejecting a tender;</li> <li>(e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and</li> </ul>



			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.
		34.3	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 ITT 12.3.
		34.4	The determination will take into account the Tenderer's financial, technical, and managerial capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 12.3, as well as such other information as 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.
		34.5	A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		34.6	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.
		34.6	An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## F. Award of Contract

35.	<b>Criteria of Award</b>	35.1	Subject to ITT 34 and 36, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering
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			<p>Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITT 3;</li> <li>b) qualified to perform the Contract satisfactorily; and</li> <li>c) successful negotiations have been concluded, if any.</li> </ul>
		35.2	<p>If, pursuant to ITT 12.6, 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.</p>
36.	<b>Negotiations</b>	36.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> <li>a) a minor alteration to the technical details of the statement of requirements;</li> <li>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;</li> <li>c) a minor amendment to the SCC;</li> <li>d) finalizing payment arrangements;</li> <li>e) reduction of price tendered, in part or in total;</li> <li>f) mobilization arrangements;</li> <li>g) agreeing final delivery or work schedule to accommodate any changes required by the procuring entity;</li> <li>h) the methodology or staffing; or</li> <li>i) clarifying details that were not apparent or could not be finalized at the time of tendering.</li> </ul>
		36.2	<p>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</p>

			negotiation shall not increase price or affect the quality of the works.
		36.3	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.
37.	<b>Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders</b>	37.1	Notwithstanding ITT 35, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.
		37.2	Notice of the rejection of all Tenders shall be given promptly to all service providers that have submitted Tenders.
		37.3	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.
38.	<b>Procuring Entity's Right to Vary Quantities at the Time of Award</b>	38.1	The Procuring Entity reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39.	<b>Notification of Award</b>	39.1	Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the Procuring Entity thereof, if any.
		39.2	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 in 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).
		39.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 41 and signing the Contract in accordance with ITT 40.2.
		39.4	Upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT 41, the Procuring Entity will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security or Tender Securing Declaration of the unsuccessful Tenderers pursuant to ITT 17.
		39.5	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. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer.
<b>40.</b>	<b>Signing of Contract</b>	40.1	Promptly after notification, Procuring Entity shall send the successful Tenderer the Agreement and SCC, incorporating all agreements between the parties obtained as a result of Contract negotiations.
		40.2	Within of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.
<b>41.</b>	<b>Performance Security</b>	41.1	Within fourteen (14) working 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 <b>TDS and the SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		41.2	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

			<p>of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Tenderer, bonded by a foreign bank; or</p> <p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
		41.3	<p>Failure of the successful Tenderer to comply with the requirements of ITT 41.2 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.</p>
42.	<b>Advance Payment</b>	42.1	<p>The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>TDS</b>.</p>
		42.2	<p>The advance payment should be accompanied by Advance Payment Security (Guarantee) in the format provided in Section IX. For the purpose of receiving the Advance Payment, the Tender shall make and estimate of, and include in its Tender, the expense that will be incurred in order to commence the service. These expenses will relate to the purchase of equipment, machinery, materials and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to commence as specified in the SCC.</p>
43.	<b>Adjudicator</b>	43.1	<p>The Procuring Entity proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b>, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the <b>SCC</b> at the request of either party.</p>

44.	<b>Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices</b>	44.1	<p>The Government of the United Republic of Tanzania requires that procuring entities (including beneficiaries of public funds) as well as Tenderers under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the United Republic of Tanzania:-</p> <p>a) defines, for the purposes of this provision, the terms set forth below as follows:-</p> <p>i) “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>ii) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii) 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</p> <p>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;</p> <p>v) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
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			<p>b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.</p> <p>c) In pursuant of the policy defined in ITT 44.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.</p> <p>d) will declare a firm to be ineligible, for a period of ten years, to be awarded a public - financed Contract in the United Republic of Tanzania if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public - financed Contract.</p>
		44.2	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 or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
		44.3	Any communication between the Tenderer and the 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

45.	<b>Right to Review</b>	45.1	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.
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46.	<b>Time Limit on Review</b>	46.1	The Tenderer shall submit an application for review within Seven (7) Working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
47.	<b>Submission of Applications for Review</b>	47.1	Any application for administrative review shall be submitted in writing or in 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 <b>TDS</b> .
		47.2	The application for administrative review shall include:
			<ul style="list-style-type: none"> <li>a) details of the procurement or disposal requirements to which the complaint relates;</li> <li>b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;</li> <li>c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;</li> <li>d) documentary or other evidence supporting the complaint where available;</li> <li>e) Remedies sought; and</li> <li>f) any other information relevant to the complaint.</li> </ul>
		47.3	The head of a Procuring Entity shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
48.	<b>Decision by the Head of Procuring Entity</b>	48.1	<p>The head of a Procuring Entity shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> <li>a) whether the application is upheld in whole, in part or rejected;</li> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken.</li> </ul>



		48.2	Where the head of a Procuring Entity does not issue a decision within the time specified in ITT 48.1, the Tenderer submitting the complaint or dispute or the Procuring Entity shall be entitled immediately thereafter to institute proceedings under ITT 49.1 within seven (7) working 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.
49.	<b>Review by the Public Procurement Appeals Authority</b>	49.1	<p>Complaints or disputes which:</p> <ul style="list-style-type: none"> <li>a) are not settled within the specified period under ITT 48.1;</li> <li>b) are not amicably settled by the Accounting Officer;</li> <li>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;</li> <li>d) in case no decision is issued after the expiry of the time stipulated under ITT 48.1 or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute;</li> <li>(e) arise out of provision of Section 62(6) of the Act</li> </ul>
		49.2	The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the <b>TDS</b> .

### **SECTION III: TENDER DATA SHEET**

### Tender Data Sheet (TDS)

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. Introduction</b>		
<b>1.</b>	<b>1.1</b>	<p>Name of Procuring Entity: <b>Tanzania Bureau of Standards.</b></p> <p>The subject of procurement is: <b>Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles for a period of three (3) years.</b></p> <p>Name and identification number of the Contract: <b>Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles for Tanzania Bureau of Standards.</b></p> <p>Tender No. <b>PA/044/2021-2022/HQ/NC/19</b></p> <p>Name, description and identification number of number of zones comprising this Contract: <b>None</b></p>
<b>2.</b>	<b>1.2</b>	<p>Expected period to provide the service(s): <b>36 Months</b></p> <p>Commencement date: <b>from the date of signing the contract by last part to the contract.</b></p>
<b>3.</b>	<b>2.1</b>	Name of Project: <b>Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles</b>
		Name of procuring entity/ institution: <b>Tanzania Bureau of Standards</b>
		Financial Year: <b>2021/2022</b>
		Name of Project <b>Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles</b>
		The loan/ credit number: <b>N/A</b>
<b>4.</b>	<b>2.2</b>	Name of financing institution: <b>Own fund</b>
<b>5.</b>	<b>3.1</b>	Maximum number of members in the joint venture, consortium or association shall be: [insert the number] <b>N/A</b>
	<b>3.5</b>	Company Registration: <b>Foreign Tenderers where selected as</b>

		having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory bodies in Tanzania and shall be required to submit evidence of registration as an approved Service Provider in Tanzania before signing the Contract.
6.	6.3	The site visit and pre-Tender meeting shall be: N/A
<b>B. Tendering Documents</b>		
7.	7.2	The number of copies to be returned: <b>One Original Soft Copy</b>
8.	8.1	<p>The address for clarification of Tendering Documents is <b>the Secretary, Tanzania Bureau of Standards Tender Board, P. O. Box 9524, Dar es Salaam, Sam Nujoma/Morogoro Roads, Ubungo Area</b></p> <p>All clarification should be requested online through <a href="http://www.taneps.go.tz">www.taneps.go.tz</a></p>
<b>C. Preparation of Tenders</b>		
9.	10.1	The language of all correspondences and documents related to the Tender is: <b>English</b>
10.	11.1(h)	<p>In addition to the documents stated in ITT Clause 11, the following documents must be included with the Tender;</p> <ul style="list-style-type: none"> <li>i) Copy of Taxpayer Registration/Identification Number</li> <li>ii) Valid and relevant Business Trading License</li> <li>iii) Copy of Company Registration Certificate</li> <li>iv) Bid Security Amounting USD 20,000.00 issued by reputable Bank;</li> <li>v) Power of Attorney in the format provided;</li> <li>vi) Three (3) similar performed contracts for used vehicle pre-shipment roadworthiness inspection from 2010 to date.</li> <li>vii) Tenderer should provide evidence of having dedicated Inspection lines utilizing the latest vehicle safety inspection equipment, regularly calibrated and serviced for optimum performance.</li> <li>viii) Tenderer should provide evidence of having at least 10 inspection centres in Japan covering all major Ports for maximum exporter convenience</li> </ul>

		<ul style="list-style-type: none"> <li>ix) Tenderer shall hold a current ISO 17020 Accreditation</li> <li>x) Tenderer should provide evidence of having three key personnel team with more than 10 years' experience in motor vehicle inspections and experienced Inspectors with both practical and tertiary experience/qualifications.</li> <li>xi) Tenderer should provide a work plan with fully comprehensive risk management system ensuring inspections systems; equipment and personnel are optimized at all levels.</li> <li>xii) Tenderer should provide two recommendation letters from National Standards or Motor Vehicles Regulatory Authorities declaring being contracted for Motor Vehicle Inspections.</li> <li>xiii) Tenderer should have Full Membership of TIC (formally known as International Federation of Inspection Agencies- IFIA) for process compliance and governance in the motor vehicle inspection industry.</li> <li>xiv) Tenderer should have Full Membership of CITA (CITA is the international association of public and private sector organizations actively involved in mandatory road vehicle compliance).</li> <li>xv) Audited Financial Statement for the past Three (3) years.</li> <li>xvi) Form of Integrity in Section X dully filled and signed;</li> <li>xvii) Filled confidential Business questionnaire provided under Section X.</li> <li>xviii) The Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the Form of Qualification Information.</li> <li>xix) 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.</li> <li>xx) Information regarding any litigation, current or during the past <b>three (3)</b> years, in which the tenderer is involved</li> </ul>
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		xxi) The tenderer should submit written statement to confirm that he/she is not ineligible as per ITT clause 3.7
11.	14.4	Rates and price quoted by the Tenderer subject to adjustment during the performance of the contract: <b>N/A</b> Information required to be submitted by the Tenderer: Refer <b>TDS Clause Number 10, ITT Clause Number 11.1(h) above</b>
12.	15.1	For inputs to the services which the Tenderer expects to provide within Tanzania, prices shall be quoted in Tanzanian Shillings.
13.	15.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the date 28 days prior to the latest deadline for submission of Tenders.
14.	16.1	The Tender Validity Period shall be <b>120</b> days after the deadline for Tender submission specified in the Tender Data Sheet.
15.	17.1	Submit Bid Security in Form of Bank Guarantee in soft copy through <a href="http://www.taneps.go.tz">www.taneps.go.tz</a> and the original to be submitted to the office of the Secretary of the TBS Tender Board through address provided under <b>TDS Clause Number 18</b> before bid opening on 10h00 (EAT), <b>Friday 01<sup>st</sup> April, 2022</b>
	17.3	Another Form of Tender Security: <b>N/A</b>
16.	18.1, 18.2, 18.3	Alternative tenders to the requirements of the Tendering Documents will <i>not be</i> permitted.
17.	19.1	The number of copies of the Tender to be completed and returned shall be <i>one Original Copy submitted online through <a href="http://www.taneps.go.tz">www.taneps.go.tz</a></i>
	19.2	Written form of authorization of the signatory of tender shall be <b>Power of Attorney</b>
<b>D. Submission of Tenders</b>		

18.	20.2	<p>Tenders shall be submitted <b>online through <a href="http://www.taneps.go.tz">www.taneps.go.tz</a></b>;</p> <p>For Bid submission purposes only, the Procuring Entity's address is:</p> <p>Office of the Secretary  TBS Tender Board,  Administration Block,  Sam Nujoma/Morogoro Roads, Ubungo Area  P. O. Box 9524,  Dar es Salaam.  Tel: +255 (22) 2450206/2450298,  E-mail: <a href="mailto:info@tbs.go.tz">info@tbs.go.tz</a>.</p>
19.	21.1	The deadline for submission of tenders shall be <b>Friday 01<sup>st</sup> April, 2022 at 10h00.</b>
<b>E. Opening and Evaluation of Tenders</b>		
20.	24.1	<p>The Tender opening shall take place online at <b>TBS Conference Room</b></p> <p>Street address: <b>Sam Nujoma/Morogoro Roads, Ubungo Area</b></p> <p>Building/Plot No. <b>Reception</b></p> <p>Floor/Room No. <b>Conference Room</b></p> <p>City/Town <b>Dar es Salaam</b></p> <p>Country <b>Tanzania</b></p> <p>Date: <b>Friday 01<sup>st</sup> April 2022</b></p> <p>Time: <b>10h00.</b></p>
21.	24.3	Other details to be announced during Tender opening are Not Applicable
22.	28.3	In addition to general and specific requirements, criteria for Tender evaluation shall also include: <b>As specified in Clauses 11</b>
23.	30.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is <b>United States Dollars</b></p> <p>The source of exchange rate shall be: <b>Bank of Tanzania</b></p>

	30.2	The date of exchange rate shall be: <b>28 days prior to the latest deadline for submission of Tenders.</b>
24.	32.1	Domestic service providers <i>will not</i> receive a margin of preference in Tender evaluation.
	32.5	The margin of preference applicable shall be: <b>N/A</b>
	34.1	Post-qualification shall <b>be undertaken.</b>
<b>F. Award of Contract</b>		
25.	38.1	Percentage for quantity increase or decrease is: <b>15%</b>
26.	41.1	Amount of Performance Security shall be: <b>USD 50,000.00</b>
		Performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the forms of bank guarantees provided in the tendering documents, as stipulated by the Employer in the SCC, or in
27.	42.1	The Advance Payment shall be limited to: <b>NO ADVANCE PAYMENT</b>
28.	43.1	<p>The Arbitrators proposed by the Procuring Entity is <b>Tanzania Institute of Arbitrators.</b></p> <p>The hourly fee for this proposed Arbitrators shall be determined during disputes using the rates specified through Arbitration rules in the appointing Authority.</p> <p>The biographical data of the proposed Arbitrators is as follows: shall be appointed by <b>Tanzania Institute of Arbitrators.</b></p>
<b>G: REVIEW OF PROCUREMENT DECISIONS</b>		
29.	47.1	<p>Address to Submit complaints for administrative review</p> <p>Director General,</p> <p>Tanzania Bureau of Standards,</p> <p>Sam Nujoma/Morogoro Roads, Ubungu Area</p> <p>P. O. Box 9524,</p> <p>Dar es Salaam.</p> <p>Tel: +255 (22) 2450206/2450298,</p> <p>E-mail: info@tbs.go.tz.</p> <p>Website: www.tbs.go.tz</p>
30.	47.1	The address to submit copies of complaints:



		<p>The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9th Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
31.	49.2	<p>The address for Appeal to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

## A. General Provisions

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) The <b>Arbitrators</b> is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in <b>General Conditions of the Contract</b> (GCC) 31 hereunder.</li> <li>b) <b>“Activity Schedule”</b> is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;</li> <li>c) The <b>“Arbitrator”</b> is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes</li> <li>d) <b>“Completion Date”</b> means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>e) <b>“the Contract”</b> the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</li> <li>f) The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</li> <li>g) <b>Days</b> are calendar days;</li> <li>h) <b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</li> <li>i) <b>“coercive practice”</b> means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in</li> </ul>
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			<p>connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>j) “<b>collusive practices</b>” 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</p> <p>k) “<b>Dayworks</b>” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;</p> <p>l) “<b>Employer</b>” means the party who employs the Service Provider and as specified in the SCC;</p> <p>m) “<b>Foreign Currency</b>” means any currency other than the currency of the country of the Employer;</p> <p>n) “<b>Force Majeure</b>” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>o) “<b>fraudulent practice</b>” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>p) “<b>GCC</b>” means these General Conditions of Contract;</p> <p>q) “<b>Government</b>” means the Government of the United Republic of Tanzania;</p> <p>r) “<b>Local Currency</b>” means the currency of the United Republic of Tanzania;</p> <p>s) “<b>Member,</b>” in case the Service Provider consist of a joint venture of more than one Entity, means any of these</p>
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			<p>entities; “Members” means all these entities, and “Member in Charge” means the Entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>t) “<b>Party</b>” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>u) “<b>Personnel</b>” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>v) “<b>Service Provider</b>” is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the SCC;</p> <p>w) “<b>Service Provider’s Tender</b>” means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>x) “<b>SCC</b>” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>y) “<b>Specifications</b>” means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>z) “<b>Services</b>” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Tender.</p> <p>aa) “<b>Subcontractor</b>” means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 7.1 and 8.1.</p> <p>bb) “<b>Site</b>” means the place(s) named in SCC.</p> <p>cc) “<b>obstructive practice</b>” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
2.	Applicable Law and	2.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of

	<b>Interpretation</b>	<p>2.2 Tanzania, unless otherwise specified in SCC.</p> <p>2.3 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> <p>2.4 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p> <p>2.4 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1) Contract,</li> <li>2) Letter of Acceptance,</li> <li>3) Service Provider's Tender,</li> <li>4) Special Conditions of Contract</li> <li>5) General Conditions of Contract,</li> <li>6) Specifications,</li> <li>7) Activity Schedule</li> <li>8) Any other document listed in the SCC as forming part of the Contract.</li> </ol>
<b>3</b>	<b>Conditions Precedent</b>	<p>3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <ol style="list-style-type: none"> <li>a) Submission of performance Security in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ol> <p>3.2 If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>

		3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<b>Governing Language</b>	4.1	The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Entity shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation
5.	<b>Communications</b>	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
6.	<b>Location</b>	6.1	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
7.	<b>Authorized Representatives</b>	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
8.	<b>Subcontracting</b>	8.1	The Service Provider may subcontract with the approval of the Employer's Representative, but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
9.	<b>Other Service Providers</b>	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC. The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may

			modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification.
10.	<b>Taxes and Duties</b>	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

11.	<b>Effectiveness of Contract</b>	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
12.	<b>Commencement of Services</b>		
	<b>Program</b>	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	<b>Starting Date</b>	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
13.	<b>Intended Completion Date</b>	13.1	Unless terminated earlier pursuant to GCC 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 26. In this case, the Completion Date will be the date of completion of all activities.
14.	<b>Modification</b>	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.



<b>15.</b>	<b>Force Majeure</b>		
	<b>No Breach of Contract</b>	15.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	<b>Extension of Time</b>	15.2	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	<b>Payments</b>	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
		15.4	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 the rate as specified in the SCC.
<b>16.</b>	<b>Termination</b>		
	<b>By the Employer</b>	16.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g):</p> <p>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide</p>

			<p>record of the content of communication;</p> <p>b) if the Service Provider become insolvent or bankrupt;</p> <p>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>e) if the Service Provider does not maintain a Performance Security in accordance with GCC 28;</p> <p>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with GCC 27.1 and the SCC.;</p> <p>g) if the Employer, in its sole discretion, decides to terminate this Contract.</p>
	<b>By the Service Provider</b>	16.2	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
	<b>Payment upon Termination</b>	16.3	<p>Upon termination of this Contract pursuant to GCC 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 33 for Services satisfactorily performed prior to the effective date of termination;</p>

			(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
	<b>Limitation of Liability</b>	16.4	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		(a)	The Service Provider shall not be liable to the procuring entity, 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..

### C. Obligations of the Service Provider

17.	<b>General</b>	17.1	The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
18.	Conflict of Interests		
	<b>Service Provider not to Benefit from Commissions</b>	18.1	The remuneration of the Service Providers pursuant to GCC 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with

	<b>and Discounts</b>		activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	<b>Service Provider and Affiliates not to be Otherwise Interested in Project</b>	18.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	<b>Prohibition of Conflicting Activities</b>	18.3	Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
19.	<b>Confidentiality</b>	19.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
20.	<b>Insurance to be Taken out by the Service Providers</b>	20.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

<b>21.</b>	<b>Protection of the environment</b>	21.1	The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
		21.2	The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws.
<b>22.</b>	<b>Labour Laws</b>	22.1	The Service Provider shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
		22.2	The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.
<b>23.</b>	<b>Health and Safety</b>	23.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
		23.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
		23.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
		23.4	The Service Provider shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
<b>24.</b>	<b>Service Providers' Actions Requiring Employer's Prior Approval</b>	24.1	<p>The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any</p>

			<p>part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
25.	<b>Reporting Obligations</b>	25.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
26.	<b>Documents Prepared by the Service Providers to be the Property of the Employer</b>	26.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
27.	<b>Liquidated Damages</b>		
	<b>Payments of Liquidated Damages</b>	27.1	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
	<b>Correction for Over-payment</b>	27.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 36.
	<b>Lack of Performance</b>	27.3	If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of

	<b>Penalty</b>		performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC 41.1
<b>28</b>	<b>Performance Security</b>	28.1	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC.
		28.2	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.

#### **D. Service Provider's Personnel**

<b>29.</b>	<b>Description of Personnel</b>	29.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
<b>30.</b>	<b>Removal and/or Replacement of Personnel</b>	30.1	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
		30.2	If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience

			acceptable to the Employer.
		30.3	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

### **E. Obligations of the Employer**

<b>31.</b>	<b>Assistance and Exemptions</b>	31.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
<b>32.</b>	<b>Change in the Applicable Law</b>	32.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 34(a) or (b), as the case may be.
<b>33.</b>	<b>Services and Facilities</b>	33.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

### **F. Payments to the Service Provider**

<b>34.</b>	<b>Lump-Sum Remuneration</b>	34.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC 34.1, the Contract Price may only be increased above the amounts stated in GCC 33 if the Parties have agreed to additional payments in accordance with GCC 35.1.
<b>35.</b>	<b>Contract Price</b>	35.1	a) The price payable in local currency is set forth in the SCC. b) The price payable in foreign currency is set forth in the SCC.
<b>36.</b>	<b>Payment for Additional Services</b>	36.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 13, a breakdown of the lump-sum price is provided in Appendices



			D and E.
37.	<b>Terms and Conditions of Payment</b>	37.1	Payments will be made to the Service Provider and according to the payment schedule stated in the <b>SCC</b> . Unless otherwise stated in the <b>SCC</b> , advance payment shall be made against the provision by the Service Provider of a bank guarantee or insurance bond for the same amount, and shall be valid for the period stated in the <b>SCC</b> . Any other payment shall be made after the conditions listed in the <b>SCC</b> for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
38.	<b>Interest on Delayed Payments</b>	38.1	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the <b>SCC</b> , interest shall be paid to the Service Provider for each day of delay at the rate stated in the <b>SCC</b>
39.	<b>Price Adjustment</b>	39.1	<p>a) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the <b>SCC</b>. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p><math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the <b>SCC</b>, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p>Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index</p>

			<p>prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.</p> <p>b) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
40.	<b>Dayworks</b>	40.1	If applicable, the Daywork rates in the Service Provider’s Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
		40.2	All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 6 within two days of the Services being performed.
		40.3	The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in GCC 39.

## G. Quality Control

41.	<b>Identifying Defects</b>	41.1	The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.
42.	<b>Correction of Defects and Lack of Performance Penalty</b>	42.1	<p>a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.</p> <p>c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for</p>

			Lack of Performance calculated as described in GCC 26.3.
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## H. Settlement of Disputes

<b>43.</b>	<b>Amicable Settlement</b>	43.1	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>44.</b>	<b>Dispute Settlement</b>	44.1	If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
		44.2	The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		44.3	The Adjudicator shall be paid by the hour at the rate specified in the <b>SCC</b> , together with reimbursable expenses of the types specified in the <b>SCC</b> , and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		44.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the <b>SCC</b> .
		44.5	Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the <b>SCC</b> at the request of either party, within 14 days of receipt of such request.

## **SECTION 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.

SCC Number	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General Provisions</b>		
<b>1.</b>	<b>1.1(a)</b>	The Arbitrator is <b>to be appointed by Tanzania Institute of Arbitrator</b>
	<b>1.1(b)</b>	Activity schedule <b>Provision of Pre-Shipment verification of Conformity to Standards (PVoC) Services for used motor vehicles.</b>
	<b>1.1(c)</b>	The Arbitrator is <b>to be appointed by Tanzania Institute of Arbitrator</b>
	<b>1.1(d)</b>	The completion date is: 36 months from the date of signing the contract by last part to the contract.
	<b>1.1(e)</b>	The contract name is <b>Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for used motor vehicles.</b>
	<b>1.1(l)</b>	The Employer is <b>Tanzania Bureau of Standards</b>
	<b>1.1(s)</b>	The Member in Charge is <b>Director of Quality Management.</b>
	<b>1.1(v)</b>	The Service Provider is <i>[ insert name ]</i>
	<b>1.1(z)</b>	The works to be performed by the service provider <b>Provision of</b>

		Pre-Shipment verification of Conformity to Standards (PVoC) Services for used motor vehicles. The employer may review HS Codes when need arises.
2.	2.1	The law that applies to the Contract is the laws of <b>Tanzania</b> .
3.	3.1	Submission of performance Security <b>within 14 days after receiving notification of award</b>
4.	4.1	The language is <b>English</b> .
5.	5.1	<p>The addresses are:</p> <p>Employer:</p> <p><b>Director General</b>  <b>Tanzania Bureau of Standards</b>  <b>Morogoro/Sam Nujoma Roads Junction</b>  <b>Ubungu Area</b>  <b>P. O. Box 9524</b>  <b>Dar es Salaam</b>  <b>Tanzania</b>  <b>E-mail: <a href="mailto:info@tbs.go.tz">info@tbs.go.tz</a></b>  <b>website: <a href="http://www.tbs.go.tz">www.tbs.go.tz</a></b></p> <p>Attention: <b>Director of Quality Management</b></p> <p>Tel: <b>+255 22 2451763-6</b></p> <p>Facsimile: <b>+255 22 2450959</b></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>

6.	7.1	<p>The Authorized Representatives are:</p> <p>For the Employer: <b>Director of Quality Management</b></p> <p>For the Service Provider: _____</p>
<b>B. Commencement, Completion, Modification, and Termination of Contract</b>		
7.	9.1	Schedule of other Service Providers <b>N/A</b>
8.	11.1	The date on which this Contract shall come into effect is from the date of signing the contract by last part to the contract
9.	12.2	The Starting Date for the commencement of Services is from the date of signing the contract by last part to the contract.
10.	13.1	The Intended Completion Date is 36 months from the date of signing the contract by last part to the contract.
11	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. <b>N/A</b>
12	15.4	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 the rate as specified in the SCC. <b>N/A</b>
13	16.1	Circumstance which may lead to termination of this contract include:

		<p>a) If the service provider fails to register a company in Tanzania within 30 days after contract signing.</p> <p>b) if the service provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication;</p> <p>c) if the service provider fails to remit full royalty for three (3) consecutive months;</p> <p>d) if the service provider fails to disclose the actual collected fees;</p> <p>e) if the service provider becomes insolvent or bankrupt;</p> <p>f) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>g) if the service provider /s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>h) if the service provider does not maintain a Performance Security in accordance with <b>Clause 41.2</b>;</p> <p>i) if the service provider fails to provide the required services</p> <p>j) if the Employer, in its sole discretion, decides to terminate this Contract upon written notification.</p>
<b>C. Obligations of the Service Provider</b>		
<b>14.</b>	<b>18.3 (c)</b>	After the termination of this Contract Service Provider shall not be allowed to conduct any activity under the umbrella of Employer's identity.
<b>15.</b>	<b>20.1</b>	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle</p>



		<p>(ii) Third Party liability</p> <p>(iii) Employer's liability and workers' compensation __</p> <p>(iv) Professional liability</p> <p>(v) Loss or damage to equipment and property</p>
16.	23.4	Other Measures for HIV-AIDS includes awareness programme, training and other preventive measures to mitigate the transmission and stigmatization.
17.	24.1(d)	<p>The other actions requiring the employer's prior approval are:</p> <ul style="list-style-type: none"> <li>i. Changing the rate of inspection fee;</li> <li>ii. Document change;</li> <li>iii. Change of inspection premises;</li> <li>iv. Change of key personnel;</li> <li>v. Subcontracting.</li> </ul>
18.	26.1	Restrictions about future use of documents submitted by Service Providers: <b>N/A</b>
19.	27.1	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the <b>SCC</b> for each day that the Completion Date is later than the Intended Completion Date. <b>N/A</b>
20.	28.1	<ul style="list-style-type: none"> <li>i) The Service Provider shall provide the Performance Security to the Employer not later than fourteen days (14) after receipt of notification of award.</li> <li>ii) Performance Security shall be valid for <b>37</b> months.</li> <li>iii) The amount of performance security is <b>USD 50,000.00</b></li> <li>iv) The performance security should be in a form of unconditional Bank guarantee.</li> </ul>

		v) In case Service Provider fail to remit royalty for the period of three months from the date of issuance of invoice the Employer shall charge the performance security to cover unpaid invoices.
<b>E. Obligations of the Employer</b>		
<b>21.</b>	<b>31.1</b>	i) Verification of Certificate of Conformity and accompanied quality and shipping documents.  ii) Monitoring the performance of the Service Provider
<b>F. Payments to the Service Provider</b>		
<b>22.</b>	<b>35.1(b)</b>	The 100% of invoice raised shall be settled in US Dollars
<b>23.</b>	<b>37.1</b>	<ol style="list-style-type: none"> <li><b>1. The service provider shall charge the customer the inspection fees not more than USD 150 per vehicle</b></li> <li><b>2. Payment</b> <ol style="list-style-type: none"> <li>i) The Service Provider shall pay USD 20,000 (US Dollar Twenty Thousand) annually as accreditation fees to Employer (invoice shall be issued and paid within first quarter of each contract year).</li> <li>ii) The Service provider shall pay Royalty Fee due to TBS that is forty (40) percent of the inspection fee for every inspected vehicle being administration/royalty fees. The fees shall be remitted to the Client once per month in the bank account to be issued by the Client</li> <li>iii) The royalty shall be made on or before the 15<sup>th</sup> day of the following month.</li> <li>iv) The service provider shall ensure, all costs associated with payment transfers to the Employer is covered in full to ensure amount received into Employer's account is equal to invoice value</li> </ol> </li> <li><b>2. Penalties</b> <ol style="list-style-type: none"> <li>i) Interest of <b>1% per day</b> of unremitted fund shall be charged after the due date for all delays made by service provider.</li> </ol> </li> </ol>

		ii) The Service Provider shall ensure all the test reports and other quality documents are available in online system database. Omission or delay in uploading in the system shall attract penalty of 5% of the inspection fee.
<b>24</b>	<b>38.1</b>	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the <b>SCC</b> , interest shall be paid to the Service Provider for each day of delay at the rate stated in the <b>SCC:N/A</b>
<b>H. Settlement of Disputes</b>		
<b>25.</b>	<b>44.3</b>	<p>Arbitrator's hourly fee: <b>According to the Rules of Arbitration of the Tanzania Institute of Arbitrators</b></p> <p>Appointing Authority for Arbitrator: <b>Tanzania Institute of Arbitrators</b></p> <p>Rules of procedure for arbitration proceedings:</p> <p>The arbitration procedures shall be conducted in accordance with the Laws of Tanzania and the place of arbitration shall be Dar es Salaam-Tanzania.</p> <p>The designated appointing Authority for a new Arbitrator; <b>Tanzania Institute of Arbitrators</b></p>

**SECTION VI: STATEMENT OF REQUIREMENTS**  
**(TERMS OF REFERENCE)**

## **STATEMENT OF REQUIREMENTS.**

### **1.0 GENERAL INFORMATION**

#### **1.1 Introduction**

The purpose of this tender (Invitation for Bids) is to hire qualified companies (Service Providers) to provide Pre-Shipment Verification of Conformity to Standards (PVoC) for used motor vehicles to the Tanzania Bureau of Standards (the Client) for a period of thirty-six (36) months. The Service Provider shall conduct inspection and testing of used motor vehicles for conformity to Tanzania Standard – **TZS 698:2012 (as revised from time to time)**. This standard shall be purchased by the Service Provider from the Employer.

**1.2** This Pre-Shipment Verification of Conformity to Standards Scheme is in line with Standards Act No. 2 and WTO-Technical Barriers to Trade Agreement Article No. 5.

#### **1.3 Invitation to Tender**

Eligible companies, fulfilling the requirements listed in Clause 3.0, are invited to present bids as specified in Section VIII.

The presentation of a bid constitutes acceptance and compliance with all legal, technical, financial and administrative requirements of this tender document. The Tanzania Bureau of Standards will award a contract to Service Provider to perform the requested services to tenderers whose offer it considers most responsive to its needs. However, in evaluating the bids, the Tanzania Bureau of Standards may seek reference from other Governments or National Standards Bodies and will make use of their experiences.

### **2.0 FEATURES OF THE PRE-SHIPMENT VERIFICATION OF CONFORMITY TO STANDARDS (PVoC) FOR USED MOTOR VEHICLES**

#### **2.1 General Description of PVoC**

PVoC for used motor vehicles is a conformity assessment process used to verify that used motor vehicles to be imported into Tanzania are in conformity with the applicable Tanzania Standard **TZS 698:2012 (as revised from time to time)** before shipment.

Under this Programme, used vehicles to be imported shall undergo inspection and testing at country of supply (exporting) and Certificate of roadworthiness issued demonstrating that the used vehicles meet the requirements of the applicable standard. In addition, a sticker having a TBS mark and full name of inspection agent shall be fixed to the front wind screen. The conformity assessment elements undertaken in this scheme include but are not limited to inspection and testing prior to shipment, and documentary check of conformity with regulations.

#### **2.2 Essential Features of the PVoC Programme for used vehicles**

There are two essential features to the PVoC Programme:

- a) Scope of used vehicles subject to this Scheme;
- b) Conformity to Standards and/or technical regulations;

### **2.2.1 Scope of used motor vehicles subject to Scheme.**

The Service Provider shall demonstrate competence in inspection of used motor vehicles as per TZS 698 - Code of practice for inspection and testing of used motor vehicles for road worthiness. **The scope of this tender shall be for used motor vehicle imported from Japan only**

### **2.2.2 Conformity to Standards and/or Technical Regulations**

The primary objective of **PVoC** for used motor vehicles is to ensure the road worthiness of used motor vehicles, safety, and environmental protection for Tanzanians.

The Service Provider shall have competence to assess conformity of used motor vehicles as per applicable Tanzania Standard.

Each used motor vehicle subject to this scheme must be accompanied by Certificate of roadworthiness. The Contractor shall provide certificate in a format acceptable to the client with all the necessary security features but not limited to; name shall be written 'CERTIFICATE OF ROADWORTHINESS TZS 698:2012' and bears TBS logo. Also, certificate should be accompanied with vehicle inspection report/inspection sheet with details of vehicles inspection checking points i.e. Engine, Lights, Body, Breaks system, Tyres & Rims etc.

Certificate and inspection report as well as vehicle photos that will include car body underneath, all car body sides, engine, tyres, Chassis and interior body captured with time during inspection whereas should be online website database so that authorized client staff/officer can access during verification.

## **3.0 REQUIREMENTS**

### **3.1 General requirements**

The firms bidding for this tender must fulfil the following requirements:

- a) The bidder must have the physical, technical infrastructure and the qualified personnel required to perform inspection and testing of used motor vehicles for road worthiness to Tanzania Standard TZS 698:2012 in the countries that export used motor vehicles to Tanzania;
- i) Tenderer should provide evidence of having dedicated Inspection lines utilizing the latest vehicle safety inspection equipment, regularly calibrated and serviced for optimum performance.

- ii) Tenderer should provide evidence of having at least 10 inspection centres in Japan covering all major Ports for maximum exporter convenience
  - iii) Tenderer shall have a system where Inspections data recorded in real-time, shared and accessible to the Bureau 24/7 and 365 days of the year for online authentication of issued certificates of conformity.
  - iv) Tenderer should provide evidence of having three key personnel team with more than 10 years' experience in motor vehicle inspections and experienced Inspectors with both practical and tertiary experience/qualifications.
- b) Tenderer shall hold a current ISO 17020 Accreditation
- c) Tenderer should provide a work plan with fully comprehensive risk management system ensuring inspections systems; equipment and personnel are optimized at all levels.
- d) Tenderer should provide two recommendation letters from National Standards or Motor Vehicles Regulatory Authorities declaring being contracted for Motor Vehicle Inspections.
- e) Tenderer should have Full Membership of TIC (formally known as International Federation of Inspection Agencies- IFIA) for process compliance and governance in the motor vehicle inspection industry.
- f) Tenderer should have Full Membership of CITA (CITA is the international association of public and private sector organizations actively involved in mandatory road vehicle compliance).
- g) The Client will not consider any tender from any tenderer where the tenderer's working premises is of the following nature;
- i. Where the tenderer owns the premises and shares the same premises with other tenderers or;
  - ii. Where the tenderer is the tenant in premises leased to other tenderer offering similar services;
- The term "premises" as used in this tender document refers to testing facilities and work force for vehicle inspection activity.
- h) The tenderer must have the financial capability to perform the contract and must not have filed for bankruptcy or be under receivership;
- i) The tenderer must not have had any contract terminated by its clients for wrongdoing or failure to perform within five (5) years;
- j) The tenderer must not be associated with another company bidding in this tender;

- k) Both the bidder and its legal representatives must be free of any impediment to contract with the Client;
- l) The tenderers, their servants or agents must not have offered any inducement to any procuring entity;
- m) The tenderer must provide an irrevocable bid bond in favour of the Client in accordance with ITT Clause 17 of Section II;
- n) The tenderer is ineligible if debarred and blacklisted in accordance with section 62 of the Public Procurement Act 2011
- o) Successful tenderers will be required to execute a contract with the Client immediately from the date of signing the contract by last part to the contract.
- p) The successful tenderers should have a registered local representative office in Tanzania
- q) Except for Client – Service Provider relationships, the bidder shall not be associated with the activities that may suggest or be deemed to be in conflict with the inspection services as per **Section V Clause 17.3(c)**.
- r) The Service Provider shall assume responsibility of the damages to the inspected vehicle between inspection and delivery back to the exporter.

### **3.2 Specific Requirements**

The PVoC for used motor vehicles provided by the Service Provider for vehicles originating in its assigned area shall include but not be limited to the following tasks:

- a) Cooperation with the Client and any other body or person as the Client may determine in order to standardize both the paper and electronic format and contents of the Certificate of roadworthiness and other forms and reports used by the Programme;
- b) Liaising with exporters to perform inspection and testing as per Tanzania Standard TZS 698:2012.
- c) The Service Provider shall observe twenty-one (21) days grace period for free re-testing/re-inspection after repair of failed used vehicles.
- d) Performance of the verification of conformity to standards in accordance with the WTO-TBT requirements for Conformity Assessment. The inspection and testing shall not be limited to safety and environmental protection. Valid Police reports justifying Vehicle Legal ownership shall be established for each vehicle prior to issuing of Certificate of roadworthiness and TBS sticker.



- e) Expeditiously issuing and disseminating paper and electronic copies to the Client, exporter and importer's agent, transmission of Certificate of roadworthiness data to the Client shall be prompt upon issuance. Maintain records on the dates of conducting inspection and the dates of issuing Certificate of roadworthiness and the elapsed times between these dates;
- f) Providing for secure and reliable electronic transmission of test data to the Client and the storage of such data in secure database. Having systems in place to prevent and detect any changes subsequent to inspection and testing being completed to data supplied by the Service Provider without prior written authorization by the Client and ensuring full compatibility of the Service Provider's and the Client's systems for the seamless exchange of data;
- g) For secure and reliable electronic transmission of test data and the storage of such data in secure database will remain ownership under TBS and will be accessible or retrievable any time either within entire contract not ended or even after expired contract.
- h) Service Provider shall provide capacity building training to TBS staff either in house training or at the bidder's facilities twice annually. The training expenses shall be covered by the bidder which includes training of 2 officers at bidder's facilities once per year and then provide technical experts among bidder employees to train other officers at TBS facilities.
- i) Issuing various reports as agreed with the Client on inspection and testing activity (over and above the provision of Certificate of roadworthiness data and trade and import statistics gathered through the performance of the scheme, and developing in conjunction with the Client the modalities and formats for reporting on inspection and testing used motor vehicles activity.
- g) Providing timely information in the media and format required by the Client to facilitate the auditing of the Service Provider's performance by auditors appointed by the Client. Cooperating unconditionally in the auditing exercise by making fully available all inspecting and testing related data and any other information that may be required by internal/external auditors;
- h) Providing information and documents and access to such information and documents arising out of the implementation of PVoC for used motor vehicles as the Client may require, including the transfer of electronic files of Certificate of roadworthiness;
- i) Expeditiously communicating to the Client and the Government of the United Republic of Tanzania any intelligence information the Service Provider might acquire regarding violation of Tanzanian laws and or illegal used vehicles bound for Tanzania;
- j) The service provider shall charge the customer the inspection fees not more than USD 150 per vehicle**

- k) To pay to the Client administration fees and accreditation fees as detailed under **Clause 4.1 and 4.2** below

#### **4.0 PAYMENTS TO THE CLIENT**

##### **4.1 Administration/Royalty fees**

The Service Provider shall pay 40% (forty percent) of inspection fee for every inspected vehicle being administration/royalty fees. The fees shall be remitted to the Client once per month in the bank account to be issued by the Client.

Remittance of payment to the Client shall be made on or before the 15<sup>th</sup> day of the following month. Interest of 1% per day shall be charged after the due date for late remittance

The Service Provider shall ensure all costs associated with payment transfers to the Client is covered in full to ensure amount received into Client's account is equal to invoice value. Interest of 1% per day shall be charged for part of invoice remaining unpaid after due date

##### **4.2 Accreditation fees**

The Service Provider shall pay **USD 20,000/=** annually as accreditation fees.

##### **4.2 Indemnity**

The Service Provider shall guarantee, hold harmless and indemnify the Client against any claims, cause or other actions made by third parties against the Client for any loss, damage or expense of whatever nature including reasonable legal expenses arising from any acts of omission or commission or neglect by the Service Provider and its personnel.

#### **5.0 LACK OF PERFORMANCE PENALTY**

- a) The Service Provider shall ensure all the test reports and other quality documents are available in online system database. Omission or delay in uploading in the system shall attract penalty of 5% of the inspection fee.
- b) If the Service Provider has issued a COR to a substandard product, the Service Provider shall pay for all the costs related to disposal of the consignment either by destruction or re-exportation to the country of origin. Also, the Service Provider will compensate the importer with an amount equal to the value of the consignment and associated costs such as freight costs.
- e) Charging fees above or below as per approved fee structure shall attract a penalty of ten times the applicable fees.

### INSPECTION/VERIFICATION SERVICES

S/N	ITEM	DESCRIPTION
1	<b>Inspection for the performance characteristics</b>	
	<b>1.1 Inspection of steering wheel alignment</b>	<p>The alignment of the steered wheels shall be inspected with a side slip tester machine or any other suitable apparatus. The reading for skidding shall not exceed 5 mm inward or outward for 1 m of travel (see annex A). Wheel alignment shall also be inspected visually in accordance with the following:</p> <p>a) the camber shall not exceed the manufacturer's specified limits or <b>TZS 698: 2012</b></p> <p>b) in case of a semi-trailer, any axle shall not be out of square to longitudinal Centre-line of the vehicle by more than 10.0 mm/m of length of trailer and</p> <p>c) the front wheels (in the straight-ahead position) and rear wheels shall be in the same vertical plane. When relevant, sidecar wheel shall be parallel to or shall not have slight "toe-in" towards the front wheel (in the straight-ahead position).</p>
	<b>1.2 Inspection of braking force</b>	The braking force of a vehicle under inspection shall be measured with one inspector therein as an occupant with no passenger or luggage, according to the requirements specified in annex B and the results shall conform to 4.2.1 and 4.2.2.
	<b>1.2.1 Braking force of main brake system</b>	<p>a) The total braking force of the main braking system shall not be less than 50 % of the axle weight of the vehicle, and the sum of braking forces on the rear wheels shall not be less than 50 % of the axle weight of the subject axle when un laden.</p> <p>b) For the main braking system, the difference of braking forces applied to the right and left wheels shall be 8 % or less of the axle weight of the subject axle when un laden.</p>
	<b>1.2.2 Braking force of parking brake system</b>	The total sum of the braking force of the parking brake system shall not be less than 20 % of the weight of the vehicle as inspected.
2	<b>Level of noise produced by automobile</b>	<p>a) The measurement of the noise level of steady running noise shall not be more than 88 dB(A).</p> <p>b) To allow for any lack of precision in the measuring equipment the highest sound level reading obtained shall be reduced by 1 dB (A).</p>

		<p>c) The muffler shall be free from corrosion, damage, and cracking, and shall function favorably to muffle sound.</p> <p>d) The noise level in the cabin should not be more than 70 dB(A).</p>
3	<b>Exhaust gas from automobile</b>	The concentration of, or the level of contamination from exhaust gas shall be determined according to annex C and observe the following requirements:
	<b>3.1. Automobiles using gasoline or liquefied petroleum gas as fuel</b>	<p>The concentration of the exhaust gas from an automobile shall be measured when the engine is idling, and inserting the probe of a tester into the exhaust pipe to a depth of approximately 60 cm. (If this is not feasible, measures to prevent the ingress of air from outside shall be taken before inserting the probe). The measurements shall not exceed the following reference values:</p> <p>a) concentration of carbon monoxide: 4.5 % and</p> <p>b) concentration of hydrocarbon:</p> <p><b>TZS 698: 2012</b></p> <p>4-cycle engine: 1,200 ppm</p>
	<b>3.2. Automobiles using light oil (diesel) as fuel</b>	The excessive black smoke or fumes emitted from the automobile shall not be allowed:
	<b>3.3 Smoke and soot emission</b>	<p>a) The exhaust pipe shall be securely installed, and be free from damage and excessive deformation.</p> <p>b) The catalytic muffler shall be securely installed and free from damage.</p> <p>c) The blow by gas reducing device shall be securely installed and free from damage.</p> <p>d) The emission control device for fuel evaporative gases shall be securely installed and free from damage.</p> <p>When the vehicle subjected to radiation dose test as described in annex F, the radiation dose rate shall not exceed 0.3 micro Sieverts/hour (0.3 <math>\mu</math>Sv/h).</p>

4	<b>Brightness of headlamps and orientation of main optical axis</b>	The brightness of headlamps and the orientation of their main optical axis shall be measured either manually or using suitable apparatus with the light receiving portion of a tester squarely opposed to the headlamp according to the distance and method of measurement. The manual measurements shall be done in accordance with test methods specified in annex D and shall agree with the following reference values:
	<b>4.1. Luminous intensity</b>	<p>a) <i>Four-lamp type</i></p> <p>For the main headlamp for driving, the intensity shall be 12 000 cd or above and</p> <p>With a sub headlamp added, the intensity shall be 15 000 cd or above.</p> <p>b) <i>Other types</i></p> <p>For the headlamps for driving, the intensity shall be 15 000 cd or above.</p>
	<b>4.2 Orientation of main optical axis</b>	The main optical axis shall be properly oriented both in the horizontal and vertical directions.
5	<b>Horn</b>	<p>With the engine of an automobile stopped, the loudness of its alarm unit (horn) shall meet the following requirements: Measurement shall be conducted in accordance with test method specified in annex E, a microphone set in a position 1.0 m above the ground and at 2.0 m from the front of the vehicle:</p> <p>a) reference value: Within the range 90 dB(A) through 115 dB(A).</p> <p>b) the sound of an alarm buzzer shall be continuous and of constant volume.</p>
6	<b>Speedometer</b>	The speedometer shall be in good working order. <b>TZS 698: 2012</b>
7	<b>Inspection for the operational requirements</b>	
	<b>7.1 Inspection for engine</b>	<p>The engine shall be inspected visually while observing the following:</p> <p>a) The engine shall start with ease, and shall not produce excessive unusual noise or vibration during operation.</p> <p>b) No oil leakage or water leakage shall be observed from</p>

		<p>the main body of the engine.</p> <p>c) No cracking, damage, or deformation shall be observed in the oil sump, and there shall be no oil leaking from gaskets.</p>
8	<b>Exhaust pipe</b>	<p>The positioning and routing of exhaust pipe shall be done in accordance with TZS 240 (see clause 3) and observation of the following shall be made:</p> <p>a) No damage or cracking shall be permitted in the intake or exhaust manifold.</p> <p>b) No cracking or rubber flaking shall be observed in the exhaust pipe and support bracket.</p> <p>c) The muffler and the gaskets of the exhaust pipe shall be free from damage, exhaust leakage, and noise.</p> <p>d) No coolant leakage shall be observed from the radiator or rubber hoses. Where an air-conditioning system is fitted, the refrigerant shall not be chlorofluorocarbons (CFCs).</p>
	<b>8.1 Inspection of cooling system</b>	<p>No coolant leakage shall be observed from the radiator or rubber hoses. Where an air-conditioning system is fitted, the refrigerant shall not be chlorofluorocarbons (CFCs).</p>
9	<b>Fuel system</b>	<p>a) The fuel system shall have no visible leakage.</p> <p>b) The fuel tank shall not be deformed and shall be firmly mounted.</p>
10	<b>Transmission system</b>	
	<b>10.1. Clutch</b>	<p>a) There shall be no anomalies in the engagement system of the clutch (e.g. slip, incomplete disengagement, judder and unusual noise) and shall operate smoothly.</p> <p>b) No oil leakage shall be permitted in the clutch system.</p> <p>c) A clutch pedal shall be provided with a mechanism to prevent slipping</p> <p>d) For automatic transmission vehicles, the torque converter shall function properly as per <b>TZS 698: 2012</b></p>
	<b>10.2. Gearbox</b>	<p>a) The transmission shall be capable of being turned to each shift position with ease in the idling state, and there shall be no excessive play in the shift lever in any</p>

		<p>shift position.</p> <p>b) The gears or bearings in the transmission shall not produce unusual noise, and no oil leakage shall be permitted from oil seals.</p> <p>c) For an automatic transmission car, the indicator reading shall be matched with the actual shift position, and its engine shall not be capable of being started in any position other than the (P) position and neutral (N) position.</p>
	<b>10.3. Propeller shaft</b>	<p>a) No excessively loose fixing bolt or joint shall be present at the coupling portions in the propeller shaft.</p> <p>b) The propeller shaft shall not produce run-out or excessive vibration during driving.</p>
	<b>10.4. Final drive system</b>	The final drive system shall be free from excessive backlash, unusual noise, and oil leakage.
	<b>10.5. Axle housing</b>	No cracking, damage, deformation or oil leakage shall be permitted in the axle housing.
11	<b>Suspension system</b>	No cracking damage, setting, or misalignment shall be permitted in the spring and the clip band. Centre bolt or U-bolt shall not be damaged, missing, or loose.
	<b>11.1. Miscellaneous</b>	<p>a) No excessive play, oil leakage, or gas leakage shall be present at the mounting portions of the shock absorber.</p> <p>b) The torque rod, radius rod, and their brackets shall be free from deformation and damage such as cracking and mounting portions and coupling portions shall not be loose or damaged.</p> <p>c) No damaged or loosely mounted upper or lower arm shall be permitted and the knuckle arm and support arm shall be free from cracking, damage, and bends.</p> <p>d) The bellows and piping of an air suspension system shall be free from damage, and no air leakage shall be permitted from air piping.</p>
12	<b>Inspection of axles, wheels, and tyres</b>	
	<b>12.1. Axles</b>	<p>The axle shall be free from cracking and damage, and the drive shaft shall be free from looseness and backlash as per <b>TZS 698: 2012</b></p> <p>a) No nuts or bolts shall be loose or missing in a wheel.</p>

		<ul style="list-style-type: none"> <li>b) The wheel disks, rims, and side rings shall be free from cracking and damage due to excessive corrosion or deformation, and the disks shall be free from excessive run-out.</li> <li>c) Wheel bearings shall be free from excessive backlash, and the drag from the brakes and the preload on bearings shall be correct.</li> </ul>
13	<b>Steering system</b>	
	<b>13.1      <i>Steering wheel</i></b>	<ul style="list-style-type: none"> <li>a) The steering wheel shall be capable of being easily and reliably operated by a driver sitting in the regular position, and the steering wheel shall be mounted without backlash, easy to operate and provided with proper play.</li> <li>b) There shall be no backlash in the direction of the axis of the steering shaft.</li> <li>c) The effort required to manipulate the steering wheel shall not be excessively different between the clockwise direction and the counterclockwise direction.</li> </ul>
	<b>13.3 <i>Steering gear box</i></b>	<ul style="list-style-type: none"> <li>a) The gearbox shall be mounted without looseness and be free from oil leakage.</li> <li>b) The sector shaft shall be free from backlash.</li> </ul>
	<b>13.4      <i>Steering linkage</i></b>	<ul style="list-style-type: none"> <li>a) The steering linkage shall be free from deformation and damage such as cracking.</li> <li>b) No loosely mounted parts, excessive backlash, or defective split pins shall be present in any part of the rod arms.</li> <li>c) There shall be no risk of the wheels coming into contact with the frame, fender, brake hose or any other part during steering.</li> </ul>
	<b>13.4      <i>Power steering</i></b>	The power steering system shall be free from oil leakage and looseness in its body or connecting portions and shall operate and function properly.
14	<b>Brake system</b>	
	<b>14.1 <i>Brake pedal</i></b>	<ul style="list-style-type: none"> <li>a) The height, play, and full depression of the brake pedal shall be correct, and the clearance between it and the floorboard shall not be less than 25 % of the overall stroke of the pedal (for an air brake, the play of its pedal shall not exceed 20 mm).</li> </ul>



		<p>b) The brake pedal shall be free from backlash in the axial direction, and shall not produce any unusual noise when depressed.</p> <p>c) The brake pedal shall be provided with a mechanism to prevent slipping or a rubber pad. <b>TZS 698: 2012</b></p> <p>d) The brake system shall be free from oil leakage and the ingress of air.</p>
	<b>14.2 Parking brake</b>	<p>a) The parking brake shall be completely engaged when the brake lever is fully activated.</p> <p>b) The pulling margin of the brake lever shall not be more than 70 % of its overall stroke.</p> <p>c) The ratchet shall not be worn or damaged.</p>
	<b>14.3 Brake rods and cables</b>	Any visual damage shall not be allowed.
	<b>14.4 Brake hose and piping</b>	<p>a) No damaged or loosely installed brake hoses or pipes shall be permitted and there shall be no oil leakage or air leakage from piping or joints.</p> <p>b) There shall be no risk of a hose or pipe being brought into contact with any other part and no hose or pipe shall show signs of having been in contact with any other part.</p>
	<b>14.5 Master cylinder and wheel cylinder</b>	The master cylinder and wheel cylinder shall function properly and shall be free from oil leakage, and no bend or damage shall be present in the push rod.
	<b>14.6 Backing plate</b>	The backing plate shall be free from deformation and distortion, and shall not be cracked especially in proximity to anchor pin installation areas.
	<b>14.7 Air brake</b>	The hoses and pipes, release valve, and brake chamber shall be free from damage and air leakage. The brake chamber and rod shall be free from deformation, and no split pins shall be missing.
	<b>14.8 Braking servo unit</b>	The servo unit shall function properly and there shall be no liquid or air leakage from the unit or pipe joints.
15	<b>Tyres</b>	<p>The tyres shall be inspected visually in accordance with types and sizes while observing the following:</p> <p>a) The tread pattern shall not be excessively worn or</p>

		<p>damaged. The sidewall shall be free from cracking and damage and tread shall not show signs of slipping.</p> <p>b) Tyres shall be free from excessive wear.</p> <p>c) Tyres to be within 8 years from the date of manufacture. As per TZS 618:2017 specification</p>
16	<b>Front windshield and other window glass</b>	
	<b>16.1 Front windshield</b>	The windshield shall be made of safety glass, and shall be free from any distortion or flaws that may limit visibility.
	<b>16.2 Other window glass</b>	Other window glass shall not be broken, and the window glass shall be clear.
17	<b>Lighting devices and reflectors</b>	
	<b>17.1 Colour of lighting</b>	The light from headlamps shall be white and the colour of all headlamps shall be identical.
	<b>17.2 Brake lights</b>	The light from brake lamps shall be red, and the brake lamps shall be automatically turned on when the main brake system is activated.
	<b>17.3 Number plate lights</b>	The light from license plate lamps shall be white in colour and the license plate lamps shall be so structured that they are not interlocked with the headlamps or position lamps.
	<b>17.4 Parking lights</b>	The light from parking lamps shall be red in colour and the parking lamps shall be so structured that they are interlocked with the headlamps or auxiliary headlamps.
	<b>17.5 Reverse lights</b>	The light from back-up lamps shall be white in colour.
	<b>17.6 Indicating device</b>	Indicator lights lamps shall be installed at the front and rear of an automobile, and shall be positioned bilaterally and symmetrically in pairs, respectively. The light from the indicator lamps shall be orange, and the lights shall flash 60 through 120 times per minute.
	<b>17.7 Indicator lights</b>	The light from position lamps shall be orange or light yellow and the colour of left and right position lamps shall be identical.
	<b>17.8 Reflectors</b>	Reflectors used shall be in accordance with requirements specified in TZS 557 (see clause 3).

	<b>17.9 Function and damage</b>	Lighting devices and reflectors shall function normally and shall be free from damage and dirt.
18	<b>Devices for ensuring vision TZS 698: 2012</b>	
	<b>18.1 Wipers</b>	The windscreen shall be provided with wipers capable of cleaning the wind screen. The wipers shall function normally and its blades shall be free from damage.
	<b>18.2 Rear view mirror</b>	<p>a) The rear view mirror shall be firmly installed, and its surface shall be free from smudges, distortion and cracking.</p> <p>b) The rear view mirror shall be so structured that its orientation can be easily adjusted and maintained.</p>
19	<b>Mileage meter and other instruments</b>	The mileage meter and other instruments such as water temperature indicator, fuel gauge, and tachometer, shall function properly and be free from damage.
20	<b>Warning system</b>	
	<b>20.1 Warning lights</b>	Warning lights shall provide warning on the state of oil pressure, charging, parking brake and opening of doors, and the warning lights shall function favorably and be free from damage.
	<b>20.2 Hazard warning flashing lights</b>	Hazard warning flashing lights shall be installed bilaterally and symmetrically and shall function properly. The hazard warning flashing lights shall be free from damage and shall be orange or light yellow.
21	<b>Goods-carrying equipment</b>	Goods-carrying equipment shall be capable of carrying goods safely and reliably.
22	<b>Frame and vehicle body</b>	
	<b>22.1 Frame</b>	<p>a) The frame of an automobile shall be sufficiently rigid to withstand driving.</p> <p>b) The frame shall be free from cracking, damage or deformation.</p> <p>c) No loose rivets shall be permitted at the joints between a side member and a cross member and no cracking shall be observed in proximity to rivet holes.</p>

	<b>22.2 Vehicle body</b>	<p>a) The vehicle body shall be reliably secured on the frame, and shall not be loosened by vibration or impact.</p> <p>b) The contour and any other shape of the vehicle body shall not contain any sharp projections, protruded rotating parts or any other elements that may interfere with the safe traffic of other vehicles or pedestrians.</p> <p><b>TZS 698: 2012.</b></p> <p>c) Any cracking, corrosion or distortion in parts such as pillars and the floorboard, which constitute the fundamentals or a vehicle body and sills, shall be remedied.</p>
23	<b>Vehicle dimensions</b>	
	<b>23.1 Overall length</b>	<p>a) A bus-train shall not exceed 20 m.</p> <p>b) A single vehicle, excluding a semi-trailer, including any drawbar or coupling, shall not exceed 12.5 m.</p> <p>c) A trailer with one axle or axle unit (other than a semi-trailer), the GVM of which does not exceed 12,000 kg, shall not exceed 8 m, excluding the length of the drawbar or coupling;</p> <p>d) An articulated motor vehicle or other combination of motor vehicles consisting of drawing vehicle and a semi-trailer, including any draw bar or coupling, shall not exceed 17 m.</p> <p>e) A distance between the drawing vehicle and the trailer, shall not exceed  1.8 m, including any drawbar or coupling.</p> <p>f) A trailer with one axle or axle unit (other than a semi-trailer) the GVM of which exceeds 12,000 kg, shall not exceed 11.3 m, excluding the length of the drawbar or coupling.</p> <p>g) A trailer not referred to in (c), (e) and (f) above (other than a semi-trailer), the GVM of which exceeds 12,000 kg, shall not exceed 12.5 m excluding the length of any drawbar or coupling.</p> <p>h) Any other combination of vehicles including any</p>

		drawbar or coupling shall not exceed 22 m.
	<b>23.2 Overall width and height</b>	The requirements in accordance with TZS 598 (see clause 3) shall apply.
	<b>23.3 Overall overhang</b>	<p>a) <i>Front overhang</i></p> <p>Measure the distance between the front axle and the front of the bumper and observe the following:</p> <p>i) semi-trailer shall not exceed 1.8 m or</p> <p>ii) any vehicle (other than a semi-trailer or trailer with one axle unit) shall not:</p> <ul style="list-style-type: none"> <li>- exceed 60 % of wheel base or</li> <li>- exceed 6.2 m less half of the wheel base, in the case of vehicle in which the front surface of the backrest of the driver's seat and seat level is within 1.7 m of the front end of the vehicle, when such seat, if adjustable, is in the rearmost position or</li> <li>- exceed 5.8 m less half the wheel base, in the case of any other vehicle.</li> </ul> <p>b) <i>Rear overhang TZS 698: 2012</i></p> <p>The distance between the Centre of the rear axle and the rearmost part of the rear bumper shall be measured and the observation of the following shall be made:</p> <ul style="list-style-type: none"> <li>i) any trailer with one axle or one axle unit other than a semi-trailer or</li> <li>ii) any trailer other than a semi-trailer, with two axles where the distance between the Centre-lines of the axles is less than 1.2 m shall not exceed 50 % of the length of the body of the trailer or</li> <li>iii) any other vehicle shall not exceed 50 % of the wheel base.</li> </ul>
24	<b>Coupling device</b>	<p>a) The coupling device shall be rigid and so structured that it will provide secure coupling. The coupling device shall not be disconnected due to vibration or impact during driving, and shall sufficiently withstand driving.</p> <p>b) The coupler of the coupling device shall be installed without looseness, and shall function favorably. The pitching shaft, rolling shaft, and bearings shall be free from wear and damage.</p> <p>c) The kingpin of the coupling device for trailers, shall be installed without looseness.</p>

		<p>d) The pintle hook and lunette eye installed on trucks, etc, shall be reliably operatable and free from damage.</p> <p><b>e) Seating arrangement</b></p> <p>For public service vehicles, the seating arrangement shall conform with the requirements specified in TZX 598 Part 3.</p> <p><b>f) Vehicle appearance</b></p> <ul style="list-style-type: none"> <li>Any serious damage to an outer panel shall be remedied.</li> <li>Window glass elevating devices shall be functional.</li> <li>Any other damage that may interfere with the safe driving of the vehicle shall not be permitted.</li> </ul>
25	<b>Criteria for conformity</b>	<p>Unless otherwise stated, the following information shall be made available:</p> <ul style="list-style-type: none"> <li>Certificate of roadworthiness attesting conformity to the requirements according to clauses 4, 5 and 6.</li> <li>Certificate of appraisal showing model, year of manufacture, engine capacity and mileage. <b>TZX 698: 2012</b></li> </ul>
24	<b>Marking</b>	<p><b>24.1</b> All vehicles shall be inspected for conformity as stated in clause 7 and the marking shall be made only after a vehicle has undergone inspection and has been found to have no severe defects.</p> <p><b>24.2</b> Marking of the vehicle shall include the following: chassis number, engine number, type of vehicle, vehicle make, colour (body), year of manufacturing and vehicle registration number.</p> <p>Marking shall not be tempered or concealed by any means, such as painting, welding or any kind of deformation process.</p> <p><b>24.3</b> If some particulars or vehicle configurations are changed, the owner shall report to the vehicle registration authority.</p> <p><b>24.4</b> All vehicles shall have stickers issued by the registration authority indicating the vehicle particulars and placed at location as required by registration authority. <b>TZX 698: 2012</b></p>

## **REPORTING REQUIREMENTS**

### **1. Inspection Reporting Requirements**

- 1.1 Upon completion of inspection and testing of each vehicle, the Service Provider shall, where the results of the inspection are satisfactory in all aspects with regard to road vehicles, issue a CoC based on the inspection and tests conducted. Every effort shall be made by the Service Provider to make the CoC available to the exporter before the vehicle is shipped. Persistent failure to meet this requirement shall be a cause of termination of the Contract as provided for.
- 1.2 The results of each inspection and testing performed with respect to exports to Tanzania shall be recorded on the CoC in sufficient detail.

### **2. Forms of Report**

#### **2.1 The CoC Form**

The Service Provider shall provide a CoC form in a format acceptable to the Client, with all the necessary security features.

#### **2.2 Frequency of Reports**

The Service Provider shall provide the following reports, in a format mutually agreed upon by the Client and the Service Provider, within one week following the end of the period being reported upon:

##### **(i) Weekly reports**

- (a) The number of CoCs issued weekly and their total value for administration fees shall be reported in a form of checklist with a detailed covering letter giving a correct summary of vehicles inspected and administration fees involved.
- (b) A report identifying those CoCs relating to vehicles details such as chassis number, engine number, or meter reading, name of inspection centre etc.
- (c) Details of vehicle which failed to meet inspection requirements (Rejected Vehicles)
- (d) The number of appeals by exports against the inspection and testing findings; the number of appeals accepted, rejected and the quality standard where appeals are accepted.
- (e) The reports shall include both conformity and Non-conformity reports issued weekly.
- (f) Notwithstanding the above provided, the NCR issued should be reported to the client immediately after issuance and the summary report issued weekly. Both certificate of Conformity/roadworthiness and NCR should have reference numbers

##### **(ii) Monthly reports:**

The reports shall include both conformity and Non-conformity reports issued monthly.

Notwithstanding the above provided, the NCR issued should be reported to the client immediately after issuance and the summary report issued monthly. Both certificate of Conformity/roadworthiness and NCR should have reference numbers

Deadline for submission of monthly report shall be 3 days after the end of month.

**(iii) Quarterly Reports:**

The Service Provider shall provide quarterly report within five days from the end of the quarter and the report shall provide assessment of quality of inspected used motor vehicles for the period under review.

**(ii) Ad hoc reports, as the Client might require**

The Service Provider shall furnish such reports as requested by the Client giving the details specified.

**2.3 Annual Review**

The Service Provider shall provide, in a format to be agreed upon between the Parties, an annual report submitted electronically within one month from the anniversary of the starting date of the Contract, and annually thereafter, giving summaries of the statistics referred to in Clause 2.2 of Appendix 7. The report shall also give an assessment of the inspection and testing of used Motor Vehicles Program and shall include proposals for such improvements as considered appropriate.



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

## 1.0 Form of Agreement

### Lump-Sum Remuneration

This AGREEMENT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one Entity, the above should be partially amended to read as follows: “]...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) Contract Agreement
  - b) The General Conditions of Contract;
  - c) The Special Conditions of Contract;

- d) The Service Provider's Tender
- e) The Priced Activity Schedule
- f) The Specifications (Statement of Requirements)
- g) The following Appendices: [**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

- Letter of acceptance

- Notice to proceed

- Service Provider's Tender

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

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

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

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

For and on behalf of *[name of Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

---

*[Authorized Representative]*

**[Note:** *If the Service Provider consists of more than one Entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

*[Name of member]*

---

*[Authorized Representative]*

*[Name of member]*

---

*[Authorized Representative]*

## 2.0 Form of Tender

[date]

To: [name and address of Procuring Entity]

We offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price **specified in the Special Conditions of Contract (SCC) Clause 23**.

The Contract shall be paid in the following currencies:

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

The advance payment required is:-

Amount	Currency
(a)	
(b)	

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

[or]

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

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

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

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

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

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

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

This Tender 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 Tender you receive.

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

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

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

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

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

---

**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. .... of ..... 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**

**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 OATHS**



[Letterhead paper of the Procuring Entity]

[Date]

### 3.0 Letter of Acceptance

To: [name and address of the Service provider]

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

**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 ITT 43

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

#### 4.0 Form of Qualification Information

*[To establish qualifications to perform the contract the Tenderer shall provide information requested in form below]*

##### 1. Individual Tenderers or Individual Members of Joint Ventures

###### 1.1 Eligibility

Constitution or legal status of Tenderer: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Registration/ Certificate of Incorporation *[attach]*

Current Business License *[attach]*

Conflict of Interest – No conflict of interest in accordance with ITT 3.6 *[should be declared in the Form of Tender]*

Government-owned entity – meet conditions of ITT 3.8 *[Attach legal status]*

###### Experience

- 1.2 Services performed as Service Provider on the services of a similar nature and volume over the last five years.

S/No.	Project Name and Country	Name of Employer and full address	Service Provider Participation	Type of Services Performed	Year	Value of Contract
1.						
2.						
3.						

**To comply with this requirement, services cited should be at least 70 per cent complete.**

Experience as Service Provider, sub-contractor in at least three Contracts **for** the five years, each with a minimum value of USD 1,000,000.00 that have been successfully and substantially completed and that are similar to the proposed services.

Also list details of services under way or committed, including expected completion dates.

2. S/No.	3. Name of Contract	4. Employer's Contact Address, Tel, Fax	Value of Outstanding Services [Current TZS Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [TZS/month]
1.					
2.					
n-1					
N					

### 1.3 Equipment and Plants

Major items of Service Provider's Equipment proposed for carrying out the services.  
List all information requested below

List all information requested below

S/No.	Item of equipment [PE to list required equipment]	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
1.				
2.				
3.				
n-1				
n				

### 1.4 Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. *(CVs of all key proposed key personnel shall be attached)*

S/No.	Position <i>[PE to list required key personnel]</i>	Name	Years of Experience (General Experience) <i>[PE to list required Years of Experience]</i>	Years of experience in proposed position <i>[PE to list Years of Experience]</i>
1.				
2.				
3.				
n-1				
n				

### 1.5 Subcontracting

Proposed sub-contractor and firms involved. Refer to ITT 3.11 and 7 of General Conditions of Contract

S/No.	Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in similar service
1.				
2.				
n-1				
n				

### 1.6 Average Annual Services Turnover

Minimum average annual services turnover of TZS *[PE to insert amount]*, calculated as total certified payments received for contracts in progress and/or completed within the last *[PE to insert number]* years, divided by *[PE to insert number]* years.

Annual turnover data (services only)			
Year	Amount Currency	Exchange Rate	TZS Equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
		Average Annual Services Turnover★	

★ Total TZS equipment for all years divided by the number of years.

### 1.7 Financial Situation and Performance

Financial reports for the last three years. Balance sheets, profit and loss statements, auditors' reports, etc.

[List below and attach copies.]

The submitted financial reports must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long term profitability.

1. Average Coefficient of Current Ratio  $\geq 1.1$
2. Average Coefficient of Debt Ratio  $\leq 0.75$
3. Average Coefficient of Interest Coverage Ratio  $\geq 5.0$
4. Debt Equity Ratio  $\leq 3.0$

Information in this table should be extracted from the financial reports submitted.

Type of Financial information in (TZS)	Historic information for previous (TZS equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					

Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

## 1.8

### Financial Capability

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow requirements estimated as TZS [*PE to insert the amount*] for the subject contract(s) net of the Tenderer other commitments

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total services cash flow demands of the subject contract or contracts.

Source of financing	Amount (TZS Equivalent)
1.	
2.	
3.	
4.	

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contracted by the Employer.

## 1.10

### Litigation History

Information on current litigation in which the Tenderer is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			

## 1.11

### Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Tenderer

## 1.12

### Proposed Service Programme

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

**2. Joint Ventures**

- 2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 & 1.12 above shall be provided for the joint venture.

## **SECTION IX: FORMS OF SECURITY**



### Form: Tender Security (Bank Guarantee)

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

---

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

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

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

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

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

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

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in Tanzania Shillings or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- (c) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract, , or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITT.

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

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

---

*[Signature of authorized representative(s)]*

## Form: Tender Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated]*

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

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

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

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

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

- (a) have withdrawn 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 (hereinafter “the ITT”) of the IFT
- (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, or (ii) fail or refuse to furnish the Performance Security, 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 Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

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

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

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

### **Form: Tender Security (Tender Bond)**

*[If required, the **Surety/Tenderer** shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]*

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in United Republic of Tanzania**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[insert amount in figures expressed in Tanzania Shillings or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- (2) (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter “the ITT”) of the IFT or

having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; 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, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT. then the Surety undertakes to immediately pay to the

Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Corporate Seal (where appropriate)

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

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

\_\_\_\_\_  
[insert printed name and title]

\_\_\_\_\_  
[insert printed name and title]

### Form: Performance Bank Guarantee [Unconditional]

The Unconditional (or "On-Demand") Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks.

To: [name and address of Procuring Entity]

Whereas [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date

### Form: Bank Guarantee for Advance Payment

**To:** *[name and address of Employer]*

*[name of Contract]*

#### **Gentlemen:**

In accordance with the provisions of the General Conditions of Contract (GCC 37), ("Advance Payment") of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called "the Service Provider") shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*.

We, the *[Bank or Financial, institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

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

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

## **SECTION X: FORMS OF INTEGRITY**

## FORMS OF INTEGRITY

[Each tenderer must submit a statement, as part of the tender documents, with the following formats]

### MEMORANDUM (Format 1)

*Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 466 of 2013)*

We, *[insert name of company/supplier]*, place 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.

We have 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 our management and employees, as well as by all third parties working with us 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)*

We [insert name of company/supplier) 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 our management 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: \_\_\_\_\_

## CONFIDENTIALITY BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and 2 applied to your type of business. You are advised that it is a serious offence to give false information on this form.

### Part 1 General

#### Business Name

Location of Business Premises

.....

Plot No, .....

Street/Road.....

Postal address .....Tel Nos. ....Fax.....

Email .....

Mobile Tel Nos. ....

Nature of Business

.....

Registration Certificate No.

.....

Annual turnover of your business in USD .....

Name of your Bankers

.....

Branch.....

Annual Returns

.....

### Part 2(a) – Sole Proprietor

Your name in full .....

Age.....

Nationality..... Country of

Origin.....

Citizenship

details.....

## **Part 2 (b) - Limited Liability Registered Company**

### **Private or Public**

State the nominal and issued capital of company

Nominal USD.....

Issued USD.....

Given details of company directors as follows:

	Name	Nationality	Citizenship details	Shares
1.	.....			
2.	.....			
3.	.....			
4.	.....			

Date ..... Signature of respondent.....