TANZANIA PORTS AUTHORITY

THE CENTRAL TENDER BOARD

TENDER No. AE/016/2011-12/CTB/G/16

INVITATION FOR TENDERS

FOR

SUPPLY AND COMMISSIONING

OF

ONE UNIT OF A 300KVA STANDBY GENERATOR

FOR

BANDARI COLLEGE DAR ES SALAAM

October 2011

Section I: TENDER INVITATION

1. This invitation for Bids follows the General Procurement Notice for the year 2011/12 which appeared in the Daily Newspapers of 11th July 2011.

2. Tanzania Ports Authority (TPA) has set aside funds in its 2011/2012 budget to cover for procurement of various port equipment. It is intended that part of the funds will be used to meet payments under the contract for supply and commissioning of a Generator as follows:

S/NO	DESCRIPTION	QUANTITY
One Lot	300KVA Standby Generator for Bandari College Dar es Salaam	**1**

3. TPA now invites sealed tenders under National Competitive Bidding procedures specified in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97.

4. A complete set of the tendering document may be obtained by interested tenderer's from the Office of PMU Room No 59 on the 2nd floor of TPA HQ Building from 09.00HRS local time from Monday to Friday excluding Public Holidays.

   AND:

   Upon payment of a non-refundable fee of TZS 50,000.00. Payment should be made either by certified cheque, banker's draft, banker's cheque or cash.

5. Tanzania Ports Authority will evaluate the Tenders and award the contract to the most competitive tender'r.

6. Tenders dully completed in one original plus one copy should be submitted in plain sealed envelopes clearly marked **"TENDER FOR SUPPLY AND COMMISSIONING OF A GENERATOR FOR BANDARI COLLEGE"** and addressed to:

   The Secretary,
   Central tender Board,
   Tanzania Ports Authority,
   P.O. Box 9184,
   DAR ES SALAAM, TANZANIA

Or deposited in the Tender Box which is in Room No. 59 on the 2nd Floor of TPA Headquarters building, One Bandari road, before the deadline for submission of bids.

7. Tenders will close on **17th November 2011** at 10.00HRS local time and will be opened publicly soon thereafter in TPA conference Room on the 2nd floor. Bidders and/or their Representatives who wish to witness the opening are welcome to attend.

8. The tender must be accompanied by a tender security of **3%** of the value of tender. Tender not accompanied by a tender security will be rejected.

9. Telephone, Telefax and late bids will not be accepted. Bids not received and opened during the public opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

10. Note that Tanzania Ports Authority is not obliged to accept the lowest or any Bid.

Office of the Director General,
Tanzania Ports Authority,
P.O. Box 9410,
DAR ES SALAAM,
TANZANIA.

Tel No. +255 022 2134 712
Fax No: +255 022 2124 575
E-mail: pmu@tanzaniaports.com

SECTION II: INSTRUCTIONS TO BIDDERS

Table of Clauses

A. Introduction
1. Scope of Bid
2. Source of Funds
3. Eligible Bidders
4. Eligible Goods and Related Services
5. One Bid per Bidder
6. Cost of Bidding

B. The Bidding Documents
7. Content of Bidding Documents
8. Clarification of Bidding Documents
9. Amendment of Bidding Documents

C. Preparation of Bids
10. Language of Bid
11 Documents Constituting the Bid
12. Documents Establishing Eligibility of Goods and Conformity to Bidding Document
13 Documents Establishing Eligibility and Qualification of the Bidder
14 Form of Bid
15 Bid Prices
16 Bid Currencies
17 Bid Validity Period
18 Bid Security or Bid Securing Declaration
19 Alternative Bid by Bidders
20 Format and Signing of Bid

D. Submission of Bids
21 Sealing and Marking of Bids
22 Deadline for submission of Bids
23 Late Bids
24 Modification, Substitution and Withdrawal of Bids

E. Opening and Evaluation of Bids
25 Opening of Bids
26 Confidentiality
27 Clarification of Bids
28 Preliminary Examination of Bids
29 Examination of Terms and Conditions; Technical Evaluation
30 Correction of Errors
31 Conversion to Single Currency
32 Commercial Evaluation of Bids
33 National Preference
34 Determination of Lowest Evaluated Bid
35 Post-qualification

F. Award of Contract .....
36 Criteria of Award .....
37 Negotiations .....
38 PE's Right to Accept any Bid and to Reject any or All Bids .....
39 PE's Right to Vary Quantities at Time of Award .....
40 Notification of Award .....
41 Signing of Contract .....
42 Performance Security .....
43 Advance Payment .....
44 Adjudicator .....
45 Fraud and Corruption .....

G. Review of Procurement Decisions
46 Right to Review .....
47 Time Limit on Review .....
48 Submission of Applications for Review .....
49 Decision by the Head of Procuring Entity .....
50 Administrative Review by the Public Procurement Regulator Authority .....
51 Decision by the Public Procurement Regulatory Authority .....
52 Review by the Public Procurement Appeals Authority .....

A. Introduction

1. Scope of Bid

1.1 The Procuring Entity indicated in the **Bid Data Sheet** (TDS) invites bids for the provision of Goods as specified in the **Bid Data Sheet** and Section VII, Technical Specification. The successful Bidder will be expected to supply the goods within the period stated in the **Bid Data Sheet** from the start date specified in the **Bid Data Sheet.**

1.2 The successful Bidder will be expected to complete the supply of the goods by the required completion date specified in the **Bid Data Sheet.**

2. Source of Funds

2.1 The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the **Bid Data Sheet** during the Financial Year indicated in the **Bid Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the **Bid Data Sheet**.

Or

The Government of the United Republic of Tanzania through the Procuring Entity named in the **Bid Data Sheet** has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the **Bid Data Sheet towards** the cost of the project described in the **Bid Data Sheet**, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the **Bid Data Sheet**.

2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Bid Data Sheet** upon request of the Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Eligible Bidders

3.1 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB sub-Clause 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, unless otherwise specified in the **Bid Data Sheet**, all parties shall be jointly and severally liable.

3.2 The invitation for Bids is open to all suppliers as defined in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97, except as provided hereinafter.

3.3 National Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Bidders are exempted from this requirement but where selected as having submitted the lowest evaluated bid the successful Bidder 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.

3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

b) have controlling shareholders in common; or

c) receive or have received any direct or indirect subsidy from any of them; or

d) have the same legal representative for purposes of this Bid; or

e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or

f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one

Bid, or as Bidders and subcontractors simultaneously; or

g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Bid.

3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the United Republic of Tanzania in accordance with sub-Clause 45.1.

3.6 Government-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 and are registered by the relevant registration boards or authorities.

3.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid ineligible countries are stated in the **Bid Data Sheet**.

4.2 For the purposes of this Clause, the term "goods" includes commodities, raw materials, machinery, equipment and industrial plants, and "related services" includes services such as insurance, installation, training and initial maintenance.

4.3 For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.

4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.

4.5 To establish the eligibility of the supplies and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.

4.6 If so required in the **Bid Data Sheet**, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Bid.

5. One Bid per Bidder

5.1 A firm shall submit only one bid, in the same Bidding process, either individually as a Bidder or as a partner in a joint venture.

5.2 No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same Bidding process.

5.3 A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid but only in that capacity.

5.4 A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the bids in which the Bidder has participated to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process except as provided for under Section 82(4) (f) of the Public Procurement Act. No. 21 of 2004 and Regulation 114 of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005 - Government Notice No. 97 of 15th April, 2005.

B. Bidding Documents

7. Content of Bidding Documents

7.1 The goods required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with ITB clause 9.2 include:

Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (TDS)

Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Schedule of Requirements
Section VII	Technical Specifications
Section VIII	Sample Forms • Form of Bid and Price schedules • Price Schedule Imported Goods • Price Schedule Domestic Goods • Bid Security Form or (Bid Securing Declaration • Form of Contract • Performance Security Form • Manufacturer's Authorization Form • Certificate of Satisfactory Commissioning of the Goods • Certificate of Final Satisfaction with the Goods • Undertaking by Bidder on Anti-bribery Policy/Code of Conduct and Compliance Program

7.2 The number of copies to be completed and returned with the bid is specified in the **Bid Data Sheet**

7.3 The Invitation for Bids (Section I) issued by the Procuring Entity is not part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in sub-Clause 7.1 above, said Bidding Documents will take precedence.

7.4 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the appropriate Tender board.

7.5 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Entity in writing or electronic mail, telex or facsimile at the Procuring Entity's address indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub- Clause 22.1.

8.2 The Procuring Entity will within the period stated in the B**id Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1.

8.3 Copies of the procuring Entity's response will be forwarded to all Purchasers of the Bidding documents, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Entity deem it necessary to amend the Bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.

9. Amendment of Bidding Documents

9.1 Before the deadline for submission of Bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by issuing addenda.

9.2 Any addendum issued shall be part of the Bid documents pursuant to sub-Clause 7.1 and shall be communicated in writing or cable to all who have obtained the Bidding documents directly from the Procuring Entity. Prospective Bidders shall acknowledge receipt of each addendum by writing electronic mail, telex or facsimile to the Procuring Entity.

9.3 In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of Bids, pursuant to sub-Clause 22.2.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the **Bid Data Sheet.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which

case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the following components:

a) Form of Bid and a Price Schedule completed in accordance with ITB Clauses 14, 15, and 16;

b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;

c) Documentary evidence established in accordance with ITB sub-Clause 13.3(a) that the Bid has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;

d) documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding documents;

e) Bid security or bid securing declaration furnished in accordance with ITB Clause 18;

f) Written Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; and

g) Any other document required in the **Bid Data Sheet**.

12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents

12.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 The documentary evidence of conformity of the goods

and related services to the Bidding documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the Goods;

b) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

c) any other procurement specific documentation requirement as stated in the **Bid Data Sheet**.

12.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the Bid Data Sheet** following commencement of the use of the goods by the Procuring Entity.

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

12.6 The required documents and other accompanying documents must be typewritten in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Entity's satisfaction

that the Bidder, at the time of submission of its Bid, is from an eligible country as defined under ITB Clause 4.

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

a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania;

b) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet,** and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet.** If a pre-qualification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its pre-qualification.;

c) that, in the case of a Bidder not doing business within the United Republic of Tanzania, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications; and

d) That the Bidder meets the qualification criteria listed in the **Bid Data Sheet.**

13.4 When Bidding for more than one Contract under the slice and package arrangements, the Bidder 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) particular experience including key production rates;

c) financial means, etc;

d) personnel capabilities; and

e) equipment capabilities.

In case the Bidder fails to fully meet any of these criteria, it may be qualified only for those slices for which the Bidder meets the above requirement.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below.

15.2 All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Bid will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Bid and the Bid will be rejected as being substantially non-responsive.

15.3 The Bid price to be quoted in the Bid Form in accordance with sub-Clause 15.1 shall be the total price of the Bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form in accordance with sub-Clause 15.9.

15.5 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract

15.6 Prices indicated on the Price Schedule shall be entered separately in the following manner:

a) For goods offered from within the United Republic of Tanzania:
   i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

      A. on the components and raw material used in the manufacture or assembly of goods

quoted ex works or ex factory;
or

B. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

ii) United Republic of Tanzania sales and other taxes which will be payable on the goods if the contract is awarded.

iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet.**

iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

b) For goods offered from abroad:

i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.

iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet.**

iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.

v) the price of (incidental) services, if any, listed in the **Bid Data Sheet**.

15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this sub-Clause. This desegregation shall be solely for the purpose of facilitation the comparison of Bids by the Procuring

Entity. This, shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:-

a) **For Goods:-**

i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the **Bid Data Sheet**

ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and

b) **For Related Services**

i) The price of the related services,

ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Bidder; and

iii) The total price for the item

15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITB Clause 28. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a Bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

15.9 If so indicated in the Invitation for Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts within a package.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

a) For goods and services that the Bidder will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **Bid Data Sheet.**

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

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

16.3 Bidders shall indicate details of their expected foreign currency requirements in the bid.

16.4 Bidders may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1.

17. Bid Validity Period

17.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the Bid submission deadline prescribed by the Procuring Entity, pursuant to ITB Clause 22. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive**.**

17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request that the Bidders consent to an extension of the period of validity of their Bids. The request and the Bidders responses shall be made in writing electronic

mail, telex and facsimile. The Bid security provided under ITB Clause 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its bid securing declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its bid security or bid Securing declaration for the period of the extension, and in compliance with ITB Clause 18 in all respects.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

18. Bid Security or Bid Securing Declaration

18.1 Pursuant to ITB Clause 11, unless otherwise specified in the **Bid Data Sheet**, the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the **Bid Data Sheet** or Bid Securing Declaration as specified in the **Bid Data Sheet** in the format provided in Section VIII.

18.2 The Bid security or bid securing declaration is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 18.9.

18.3 The Bid security shall be denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:

a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Bidding documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid validity is extended. In either case, the form must include the complete name of the Bidder; or,

b) a cashier's or certified cheque.

c) another security if indicated in the **Bid Data Sheet**

18.4 The Bid security or Bid Securing Declaration shall be in accordance with the Form of the Bid security or Bid Securing Declaration included in Section VIII or another form approved by the Procuring Entity prior to the Bid submission.

18.5 The Bid security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.

18.6 Any Bid not accompanied by a Bid security or Declaration in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 28.

18.7 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Entity pursuant to ITB Clause 17.

18.8 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract pursuant to ITB Clause 41, and furnishing the performance security, pursuant to ITB Clause 42.

18.9 The Bid security may be forfeited or the bid securing declaration executed:

a) if a Bidder:

(i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form except as provided for in sub-Clause 17.2; or

(ii) does not accept the correction of errors pursuant to sub-Clause 30.3; or

b) in the case of a successful Bidder, if the Bidder fails:

i) to sign the contract in accordance with ITB Clause 41; **or**

ii) to furnish performance security in accordance with ITB Clause 42.

18.11 A Bidder shall be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time indicated in the Bid Securing

Declaration:

(a) if the Bidder withdraws its bid, except as provided in sub-Clauses 17.2 and 30.2; or

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security

19. Alternative Bids by Bidders

19.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **Bid Data Sheet**. If so allowed, sub-Clause 19.2 shall Prevail.

19.2 If so allowed in the **Bid Data Sheet**, Bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Entity.

20. Format and Signing of Bid

20.1 The Bidder shall prepare an original and the number of copies of the Bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.

20.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **Bid Data Sheet** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended

printed literature, shall be initialed by the person or persons signing the Bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Bid.

20.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Entity at the address given in the **Bid Data Sheet**; and

b) bear the Project name indicated in the **Bid Data Sheet**, the Invitation for Bids (IBT) title and number indicated in the **Bid Data Sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to sub-Clause 22.1.

21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 23 and for matching purpose under ITB Clause 24.

21.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of Bid.

21.5 If the outer envelope discloses the Bidder's identity, the Procuring Entity will not guarantee the anonymity of the Bid submission, but this shall not constitute grounds for rejection of the Bid.

22. Deadline for Submission of Bids

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

22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

22.3 The extension of the deadline for submission of Bids shall not be made later than the period specified in the **Bid Data Sheet** before the expiry of the original deadline.

23. Late Bids

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

23.2 Any Bid received by the Procuring Entity after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.

24. Modification, Substitution and Withdrawal of Bids

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

24.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" "**SUBSTITUTION**" or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

24.3 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.

24.4 Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this Clause or included in the original Bid submission.

24.5 No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid security or execution of the Bid Securing Declaration, pursuant to the sub-Clause 18.9.

E. Opening and Evaluation of Bids

25. Opening of Bids

25.1 The Procuring Entity will open all Bids including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 24, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **Bid Data Sheet**. The Bidders' representatives present shall sign a register as proof of their attendance.

25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 24 shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.

25.3 All other envelopes shall be opened one at a time. The Bidders names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, the presence or absence of bid security, Bid Securing Declaration and such other details as the appropriate bid board may consider appropriate, will be announced by the secretary of the Bid Board or his delegate at the opening.

25.4 Bids or modifications that are not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

25.5 Bidders are advised to send in a representative with the knowledge of the content of the bid 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 Bidder's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Bidders bid.

25.6 No bid will be rejected at bid opening except for late bids which will be returned unopened to the Bidder, pursuant to ITB Clause 23.

25.7 The Secretary of the tender board shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the bid price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.

25.8 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder'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 Bidders.

25.9 A copy of the minutes of the bid opening shall be furnished to individual Bidders upon request.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

26.2 Any effort by a Bidder to influence the Procuring Entity processing of Bids or award decisions may result in the rejection of its Bid.

26.3 Notwithstanding sub-Clause 26.2 from the time of Bid opening to the time of contract award, if any Bidder

wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation and comparison of bids and post-qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered.

27.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Bids in accordance with ITB Clause 30.

27.3 From the time of bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Entity on any matter related to the bid it should do so in writing.

28. Preliminary Examination of Bids

28.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid:

a) meets the eligibility criteria defined in ITB Clause 3 and Clause 4;

b) has been properly signed;

c) is accompanied by the required securities; and

d) is substantially responsive to the requirements of the bidding documents.

The Procuring Entity's determination of a bid's responsiveness will be based on the contents of the bid itself.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:-

a) affects in any substantial way the scope, quality, or performance of the Services;

b) limits in any substantial way, inconsistent

with the bidding documents, the Procuring Entity's rights or the Bidders obligations under the Contract; or

c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

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

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

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

29. Examination of Terms and Conditions; Technical Evaluation

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

29.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 12, to confirm that all requirements specified in Section VI – Schedule of Requirements of the Bidding documents and Section VII – Technical Specifications have been met without material deviation or reservation.

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

30. Correction of Errors

30.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-

a) if there is a discrepancy between unit prices and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Procuring Entity will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to either:

a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;

or

b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.

31.2 The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

32. Commercial Evaluation of Bids

32.1 The Procuring Entity shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB Clause 28.

32.2 The Procuring Entity's evaluation of a Bid will exclude and not take into account:

a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

32.3 The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.

32.4 In evaluating the bids, the evaluation committee will, in addition to the Bid price quoted in accordance with sub-Clause 15.1, take account of one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in sub-Clause 32.5:

a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination.

b) delivery schedule offered in the Bid;

c) deviations in payment schedule from that specified in the Special Conditions of Contract;

d) the cost of components, mandatory spare parts,

and service;

e) the availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Bid;

f) the projected operating and maintenance costs during the life of the equipment;

g) the performance and productivity of the equipment offered; and/or

h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Bid Data Sheet** pursuant to sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet**:

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

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

b) *Delivery schedule*.

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

or

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

or

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

c) *Deviation in payment schedule.*

i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Bidder.

or

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

(c) Cost of spare parts

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

or

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

or

iii) The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Procuring entity or other purchasers in similar situations. Such costs shall be added to the Bid price for evaluation.

(d) Spare parts and after sales service facilities in Tanzania

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(e) Operating and maintenance costs

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

(f) *Performance and productivity of the equipment.*

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

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria.*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Bid Data Sheet and/or the Technical Specifications.

32.6 If these Bidding documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **Bid Data Sheet.**

33. National Preference

33.1 If the **Bid Data Sheet** so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Procuring Entity that its Bid complies with the criteria specified in sub-Clause 13.3.

33.2 The Procuring Entity will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Forms of Bid and Price Schedules, pursuant to ITB Clauses 14 and 15.

33.3 For the purpose of granting a margin of domestic preference, Bids will be classified in one of three groups, as follows:

a) Group A: Bids offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:

(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and

(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Bid submission.

b) **Group B:** All other Bids offering goods from within the United Republic of Tanzania.

c) **Group C:** Bids offering goods from overseas which are to be directly imported.

33.4 All evaluated Bids in each group will then be compared among themselves to determine the lowest evaluated Bid of each group. The lowest evaluated Bid of each group will next be compared with the lowest evaluated Bids of the other groups. If this comparison results in a Bid from Group A or Group B being the lowest, it will be selected for contract award.

33.5 If, as a result of the preceding comparison, the lowest evaluated Bid is from Group C, all Group C Bids will then be further compared with the lowest evaluated Bid from Group A, after adding to the evaluated Bid price of the imported goods offered in each Group C Bid, for the purpose of this further comparison only:

a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Bid;
or

b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

33.6 If the Group A Bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Bid from Group C, as determined from the comparison under sub-Clause 33.5 above, will be selected for award.

34. Determination of Lowest Evaluated Bid

34.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid.

35. Post-qualification of Bidder

35.1 If specified in the **Bid Data Sheet** Post-qualification shall be undertaken.

35.2 The Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.

35.3 The determination will take into account the Bidder's financial, technical, and production capabilities. It will

be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

35.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

36. Criteria of Award

36.1 Subject to ITB Clause 35 and 37, the Procuring Entity will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be:

a) eligible in accordance with the provisions of ITB Clause 3;
b) is determined to be qualified to perform the Contract satisfactorily; and
c) successful negotiations have been concluded, if any.

36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package" basis, the lowest evaluated bid 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 Bidders for award of more than one Contract.

37. Negotiations

37.1 Negotiations may be undertaken with the lowest evaluated bid relating to the following areas:

(a) a minor alteration to the technical details of the statement of requirements;

(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;

(c) a minor amendment to the special conditions of Contract;

(d) finalising payment arrangements;

(e) delivery arrangements;

(f) the methodology; or

(g) clarifying details that were not apparent or could not be finalised at the time of bidding.

37.2 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring Entity shall not reopen earlier negotiations.

38. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids

38.1 Notwithstanding ITB Clause 36, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

38.2 Notice of the rejection of all bids shall be given promptly to all Suppliers that have submitted bids.

38.3 The Procuring Entity shall upon request communicate to any Bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

39. Procuring Entity's Right to Vary Quantities at the Time of Award

39.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Bid Data Sheet**, without any change in unit price or other terms and conditions of the Bid and Bidding documents.

40. Notification of Award

40.1 The Bidder whose bid has been accepted will be notified of the award by the Procuring Entity prior to expiration of the bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Service provider in consideration of the provision and maintenance of the Service(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

40.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause

42 and signing of the contract in accordance with sub-Clause 41.2.

40.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 42, the Procuring Entity will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the bid security or bid securing declaration of the Bidders pursuant to sub-Clause 18.7

40.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which it's Bid was not selected, it should address its request to the secretary of the Bid board that authorized the award of contract. The secretary of the appropriate Bid board will promptly respond in writing to the unsuccessful Bidder.

41. Signing of Contract

41.1 Promptly after notification, Procuring Entity shall send the successful Bidder the agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.

41.2 Within twenty eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.

42. Performance Security

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

42.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

a) at the Bidder's option, by a bank or insurance firm located in the United Republic of Tanzania, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania,

OR

with the consent of the Procuring Entity, directly by a foreign bank acceptable to the Procuring

Entity.

42.3 Failure of the successful Bidder to comply with the requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new Bids.

43. Advance Payment

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

43.2 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Bid Data Sheet**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.

44. Adjudicator

44.1 The Procuring Entity proposes the person named in the **Bid Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Bid Data Sheet**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. 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 Special Conditions of Contract at the request of either party.

45. Fraud and Corruption

45.1 The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.

a) defines, for the purpose of this provision, the terms set forth below as follows:-

i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution; and

ii) "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Government of the benefit of free and open competition:

b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;;

c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the procuring entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation

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

45.2 The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other

foreign organization to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.

45.3 Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

G. Review of Procurement Decisions

46. Right to Review

46.1 A Bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

47. Time Limit on Review

47.1 The Bidder shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.

48. Submission of Applications for Review

48.1 Any application for administrative review shall be submitted in writing to the head of a Procuring Entity and a copy given to the Public Procurement Regulatory Authority at the address shown in the **Bid Data Sheet.**

48.2 The application for administrative review shall include:

a) details of the procurement requirements to which the complaint relates;

b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;

c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;

d) documentary or other evidence supporting the complaint where available;

e) Remedies sought; and

f) any other information relevant to the complaint.

48.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

49. Decision by the Head of Procuring Entity

49.1 The head of a Procuring Entity shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

a) whether the application is upheld in whole, in part or rejected;

b) the reasons for the decision; and

c) any corrective measures to be taken.

49.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 49.1, the Bidder submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 50.1 and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.

50. Administrative Review by the Public Procurement Regulatory Authority

50.1 A Bidder may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the **Bid Data Sheet** where the head of a procuring entity does not issue a decision within the time specified in sub-Clauses 49.1 or the Bidder is not satisfied with the decision by the head of a Procuring Entity.

50.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen (14) working days from the date of communication of the decision by the head of a Procuring Entity

50.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the **Bid data Sheet**.

50.4 The application to the PPRA for administrative review shall be copied to the respective head of a Procuring Entity and shall include:

a) a copy of the application to the head of a Procuring Entity including the supporting documents;

b) a copy of relevant correspondence to and from the head of a Procuring Entity;

c) a statement by the Bidder that the head of a Procuring Entity failed to issue a decision and the relevant dates, where applicable; and

d) an explanation of why the Bidder is not satisfied with the decision of the head of a Procuring Entity, where applicable.

51. Decision by the Public Procurement Regulatory Authority

51.1 The Authority shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:

a) whether the application is upheld in whole, in part or rejected;

b) the reasons for its decision; and

c) the corrective measures to be undertaken

51.2 The decision of the Public Procurement Regulatory Authority shall be copied to the Head of the respective Procuring Entity

51.3 The decision of the Authority shall be final unless the Bidder institutes an appeal with the Public Procurement Appeals Authority.

52. Review by the Public Procurement Appeals Authority

52.1 The Bidder not satisfied with the decision of the Public Procurement Regulatory Authority or whose complaint cannot be entertained by the Head of the Procuring Entity or the Public Procurement Regulatory Authority shall appeal to the Public Procurement Appeals Authority (PPAA)

52.2 PPAA may be contacted at the address shown in the **Bid Data Sheet.**

SECTION III: BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

TDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring Entity: **Tanzania Ports Authority** The subject of procurement is: **Supply and Commissioning One unit of a generator for Bandari College Dar es Salaam** Period for supply of goods: **Bidder to specify** Commencement date for supply of Goods: **Bidder to Specify**
2.	**1.2**	Completion date for supply of the Goods: **Required**
3.	**2.1 & 2.2**	**Clause 2.1 is amended to read as follows:** "The Procuring Entity named in the **Bid Data Sheet** has set aside funds during the Financial Year indicated in the **Bid Data Sheet** to cover eligible payments under the contract for the supply of goods as described in the **Bid Data Sheet"**. Financial year for the operations of the Procuring Entity is: **2011/12** Name of Project: Supply and Commissioning of **One unit Generator Set for Bandari College Dar es Salaam** Name of financing institution: **Tanzania Ports Authority** Name and identification number of the Contract: **AE/016/2011-12/CTB/G/16**
4.	**4.1**	Ineligible country(s) is or are: **No country is ineligible**

5.	**4.6**	Demonstration of authorization by manufacturer : **Required** The Bidder must also demonstrate existence of Local Agency and Aftersales Services e.g. Service Level Agreement, existence of maintenance workshops etc.

B. Bidding Documents

6.	**7.2**	The number of copies to be completed and returned: **One**
7.	**8.1**	The address for clarification of bidding documents is: **The Manager, PMU** **Tanzania Ports Authority, Bandari Road,** **P.O Box 9184, DAR ES SALAAM, TANZANIA** **Telephone +255 22 2134712** **Fax +255 22 2124 575** **E-mail pmu@tanzaniaports.com**
8.	**8.2**	Period to respond to request for clarification: **7 days** Period prior to deadline for submission of bids for the Bidders to request clarifications: **7 days**

C. Preparation of Bids

9.	**10.1**	The Language of all correspondences and documents related to the bid is**: English**
10.	**11.1 (g)**	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid: **None**
11.	**12.3 (c)**	The information required from Bidders in ITB Clause 12.3 is modified as follows: **No modification**. The total monetary value of good(s) supplied for each of: **3 Years** should be indicated.
12.	**12.4**	Spare parts required for **12 months or 750 hours of operation, whichever comes earlier. Cost of the Spare Parts should be indicated separately and should be included in the total bid price.**
13.	**13.3 (b)**	The qualification criteria required from Bidders in ITB Clause 13.3(b) is modified as follows: (i) Bidder must submit Audited Financial Statements for the past 3 years (ii) Bidder must submit a track record of previous

		customers served
14.	**13.3 (d)**	The qualification criteria required from Bidders in ITB Clause 13.3(d) The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, **that it has been duly authorized to supply, in the United Republic of Tanzania, the goods indicated in its Bid**.
15.	**15.6 (a)**	For Goods supplied locally i.e. from within Tanzania the price quoted shall be **VAT inclusive up to TPA premises showing Cost and VAT separately**
16.	**15.6 (b)**	For goods offered from abroad, the price quoted shall be **CFR Dar Es Salaam**, clearly showing breakdown of CFR cost into FOB, and FREIGHT charges separately. The price shall be fixed. Insurance will be covered locally by the Purchaser. The price quoted shall also indicate clearly estimated costs for the following: ▪ Price/cost of recommended spare parts ▪ Cost for installation, if any. ▪ Cost for commissioning ▪ Cost for other incidentals, if any Cost of **training** for four (4) technicians i.e. two electrical and two mechanical operator from the Purchaser at the Purchaser's premises. Other requirements: Bidders shall quote for annual inspection for the first three years from the date of commissioning of the equipment. The cost shall include three days training for technicians and operators at TPA premises.
17.	**15.8**	The price shall be fixed
18.	**16.1 (a)**	a) For goods and related services originating in the United Republic of Tanzania the currency of the Bid shall be *Tanzanian Shillings*; b) For goods and related services originating outside the United Republic of Tanzania, the Bidder shall express its Bid in any convertible currency
19.	**16.2**	The rates of exchange to be used by the Bidder shall be those established by the Bank of Tanzania prevailing **28 days before tender closing date**
20.	**17.1**	The Bid validity period shall be: **90 days**
21.	**18.1**	The amount of Bid security is: **The bidder must submit**

		only Bid Security in form of Bank Guarantee amounting to 3% of the Total Bid Price
22.	**18.3 (c)**	Other forms of security are: **NA**
23.	**19.1**	Alternative bids to the requirements of the bidding documents: **Allowed**
24.	**20.1**	The number of copies of the bid to be completed and returned shall be**: One**
25.	**20.2**	Written confirmation of authorization are: **Written Specific Power of Attorney**

D. Submission of Bids

26.	**21.2 (a)**	Bid shall be submitted to: **The Secretary,** **Central Tender Board** **Tanzania Ports Authority,** **Bandari Road, P. O. Box 9184,** **Dar es Salaam, TANZANIA** **Head Office, 2nd Floor, Room No 59**
27.	**21.2 (b)**	Project name: **Supply and Commissioning of One unit of 300KVA Standby Generator** IFB title and number: **AE/016/2011-12/CTB/G/16** Time and date for submission: **10.00 AM, 17th November 2011**
28.	**22.1**	The deadline for Bid submission is **a)** Day: **Thursday** **b)** Date: **17th November 2011** c) Time : **10.00 AM Local Time**
29.	**22.3**	Extension of the deadline for submission of Bids shall not be made later than: **7 days before closing date**

E. Opening and Evaluation of Bids		
30.	**25.1**	The Bid opening shall take place at: Street address: **Bandari Road.** **TPA Head quarters Building/Plot No. 1** Floor/Room: **2nd Floor Room No.39** City/Town: **Dar es Salaam**. Country: **Tanzania** Day: **Thursday** Date: **17th November 2011** Time : **10.00 AM Local Time**
31.	**31.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **Tanzanian Shilling** The source of exchange rate shall be: **Bank of Tanzania** The date of exchange rate shall be: **28 days before tender closing date.**
32.	**32.4**	Criteria for Bid evaluation. ***32.4 (b) and 32.4 (c))***
33.	**32.4 (h)**	Other specific criteria are : **None**
34		NA
35.	**32.5 (b)** **Option (i)**	Delivery schedule: To indicate **Earliest delivery &** **Latest delivery Time** Relevant parameters in accordance with option selected: adjustment expressed as a percentage: **N/A**
36.	**32.5 (c) (ii)**	Deviation in payment schedule Annual interest rate **2% p.a. of contract price for earlier payment proposed by bidder, different from TPA's payment schedule**
37.	**32.5 (d)**	Cost of spare parts: **Required**
38.	**32.5(e)**	Spare parts and after sales service facilities in the United Republic of Tanzania: **Required**
39.	**32.5 (f)**	Operating and maintenance costs. Factors for calculation of the life cycle cost**:: Required**
40.	**32.5 (g)**	Performance and productivity of equipment. **NA**
41.	**32.5 (h)**	Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications**: NA**

42.	33	Domestic preference not applicable.
43.	35.1	**NA**
F. Contract Award		
44.	39.1	Percentage for quantity increase or decrease is: **N/A**
45.	42.1	The Performance Security shall be : **10% of the contract price**
46	43.1	The Advance Payment shall be limited to: **NA**
47.	43.2	Maximum amount of Advance payment shall be: **NA**
48.	44.1	The Adjudicator proposed by the Procuring Entity is: **NA**

G. Review of Procurement Decisions

49.	48.1 50.1	**The address of PPRA for submitting complaints:** **Chief Executive Officer,** **Public Procurement Regulatory Authority (PPRA)** **PPF Tower 8th Floor,** **P.O. Box 49, DAR ES SALAAM.** **Tel: 2133466, 2121236/7** **Fax: 2121238** **email: ceo@ppra.go.tz** **Website: www.ppra.go.tz**
50.	50.3	Fee for administrative review shall be ten thousand Tanzanian shillings.
51.	52.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

SECTION IV: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

1. Definitions .....
2. Application .....
3. Governing Language .....
4. Applicable Law .....
5. Country of Origin .....
6. Standards .....
7. Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania .....
8. Patent Rights .....
9. Performance Security .....
10. Inspections and Tests .....
11. Packing .....
12. Delivery and Documents .....
13. Insurance .....
14. Transportation .....
15. Incidental Services .....
16. Spare Parts .....
17. Warranty .....
18. Payment .....
19. Prices .....
20. Change Orders .....
21. Contract Amendments .....
22. Assignment .....
23. Subcontracts .....
24. Delays in the supplier's Performance .....
25. Liquidated Damages .....
26. Termination for Default .....
27. Force Majeure .....
28. Termination for Insolvency .....
29. Termination for Convenience .....
30. Disputes .....
31. Procedure for Disputes .....
32. Replacement of Adjudicator .....
33. Limitation of Liability .....
34. Notices .....
35. Taxes and Duties .....

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) **"Completion"** means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract

c) **"The Contract Price"** means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant t the contract for the full and proper performance of its contractual obligations.

d) **"Delivery"** means the transfer of goods from the supplier of equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.

f) **"The Related Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

g) **"GCC"** means the General Conditions of Contract contained in this section.

h) **"SCC"** means the Special Conditions of Contract.

i) **"The Purchaser"** means the entity purchasing the Goods and related service, as named in **SCC.**

j) **"The Supplier"** means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the

Contract Agreement, and includes the legal successors or permitted assigns of the supplier.

k) **"The Project Site"** where applicable, means the place or places named in SCC.

l) **"Day"** means calendar day.

m) 'Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause

n) "**Eligible Country"** means the countries and territories eligible for participation in procurements financed by the specified institution.

o) **"End User"** means the organization(s) where the goods will be used, as **named in the SCC**.

p) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

q) **"Force Majeure"** means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Governing Language

3.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language **specified in SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

4. Applicable Law

4.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in SCC.**

5.	**Country of Origin**	5.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
6.	**Standards**	6.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
7.	**Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania**	7.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		7.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		7.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		7.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
8.	**Patent and Copy Rights**	8.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.

8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

9. Performance Security

9.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC.**

9.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

9.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or

b) A cashier's or certified cheque.

9.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

10. Inspections and Test

10.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.

10.4 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

10.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

11. Packing

11.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.

12. Delivery and Documents

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

12.2 For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

12.3 Documents to be submitted by the Supplier are **specified in SCC.**

13. Insurance

13.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

14. Transportation

14.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

14.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

15. Incidental Services

15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

a) Performance or supervision of on-site assembly

and/or start-up of the supplied Goods;

b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

16. Spare Parts

16.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.

17.2 This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.

17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

17.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18. Payment

18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.

18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.

18.3 Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as **specified in the SCC.**

18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

18.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC Clause 18.4

19. Prices

19.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

19.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.

20. Change Orders

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b) The method of shipment or packing;

c) The place of delivery; and/or

d) The Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Contract Amendments

21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22. Assignment

22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

23. Subcontracts

23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

23.2 Subcontracts must comply with the provision of GCC Clause 6.

24. Delays in the Supplier's Performance

24.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

24.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.

25. Liquidated Damages

25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

26. Termination for Default

26.1 The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

26.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or

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

c) the supplier has abandoned or repudiated the contract.

d) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

e) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;

f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and

g) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in exacting the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after Bid submission)

26.4 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

27.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Termination for Insolvency

28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

29. Termination for Convenience

29.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

29.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and / or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

30. Disputes Settlement

30.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

30.2 If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.

30.3 If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.

31. Procedure for Disputes Settlement

31.1 The Adjudicator shall stated in the **SCC** give a decision in writing within 28 days of receipt of a notification of a dispute.

31.2 The Adjudicator shall be paid by the hour at the rate specified in the **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

31.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

32. Replacement of Adjudicator

32.1 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within 14 days of receipt of such request.

33. Limitation of Liability

33.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

34. Notices

34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**. The term "in writing" means communicated in written form with proof of receipt.

34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35. Taxes and Duties

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

35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

35.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Special Conditions of Contract

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

SCC Serial Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Definitions (GCC Clause 1)	
1.	1.1	The Purchaser is: **Tanzania Ports Authority,** **One Bandari Road, Kurasini** **P. O.Box 9184,** **Dar Es Salaam,** **Tanzania.**
2.	1.1(j)	The Supplier is: **To be Advised/Stated**
3.	1.1(k)	The Project is: **Supply and commissioning of a 300 KVA Standby Generator.**
	Governing Language (GCC Clause 3)	
4.	3.1	The Governing Language shall be: **ENGLISH**
	Applicable Law (GCC Clause 4)	
5.	4.1	The Applicable Law shall be: Laws of the **United Republic of Tanzania**
	Country of Origin (GCC Clause 5)	
6.	5.1	The Country of Origin is: To be Advised/Stated
	Performance Security (GCC Clause 9)	
7.	9.1	The amount of performance security, as a percentage of the Contract Price, shall be **ten (10) percent of the Contract Price**
8.	9.3	Add the following words in 9.3(b): PROVIDED THAT in the event the performance guarantee is issued by a foreign bank, the same shall be confirmed through a local bank acceptable to the Purchaser.
9.	9.4	The performance security will be discharged and returned to the

		Supplier not later than thirty (30) days after the end of the warranty period evidenced by issuance of Certificate of Final Satisfaction of the Goods by the Purchaser in accordance with format set out in **Appendix III** herein.
	Inspections and Tests (GCC Clause 10)	
10.	10.1	Inspection and tests of the Goods shall be conducted at Purchasers Premises at Bandari college during commissioning. Two technical personnel and One Procurement Staff shall form a team for this activity.
	Packing (GCC Clause 11)	
11.	11.2	The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification and should provide for easy visual inspection and prevent against loss destination.
	Delivery and Documents (GCC Clause 12)	
12.	12.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Purchaser and by fax or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall submit the following documents to the Negotiating Bank or to Purchaser, as case may be the following documents for payment purposes: (i.) One original plus four copies of the Supplier's **Invoice** showing Goods' description, quantity, unit price, and total amount; (ii.) Original and four copies of the negotiable, clean, on-board **Bills of Lading/Airway Bill** marked "freight prepaid" and four copies of nonnegotiable Bills of Lading/Airway Bill; (iii.) One original plus four copies of the **Packing List** identifying contents of each package; (iv.) One original **Inspection Certificate** issued by the

		Purchaser evidencing that the Purchaser has satisfactorily inspected and accepted the Goods prior to shipment appearing herein as **Appendix IV** (v.) One original of Manufacturer's or Supplier's **Warranty** certificate; (vi.) One Original and one copy of **Insurance** Certificate (vii.) **Certificate of country of origin** issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.
	12.3	The Supplier shall submit by mail or fax to the Purchaser copies of the documents mentioned in Clause 12.1 herein for customs clearing purposes. The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
13.	12.3	**For Goods from within the United Republic of Tanzania:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: (i.) One original plus four copies of the Supplier's **Invoice** showing Goods' description, quantity, unit price, and total amount; (ii.) **Delivery Note**, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's **warranty** certificate; (iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) **Certificate of country of origin** issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

	Insurance (GCC Clause 13)	
14.	13.1	The Goods supplied under the Contract shall be fully insured by the Purchaser in a freely convertible currency against loss or damage during transportation, storage, and delivery. The Supplier shall not ship the Goods before sighting the insurance cover. The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods.
	Transportation (GCC Clause 14)	
15.	14.3	Insurance for transportation of the Goods to a specified place of destination de-fined as the Project Site, shall be covered by the Purchaser
	Incidental Services (GCC Clause 15)	
16.	15.1	Incidental services to be provided are as outlined in GCC Clause **15.1(a) - 15.1(e)**
	Training [15.1(e)]	The Purchaser shall be entitled to **three (3) days training** for technicians and operators to be conducted at the TPA premises.
	Spare Parts (GCC Clause 16)	
17.	16.1	The supplier shall supply the approved list of spare parts as appearing in the Bidder's price schedule. Additional spare parts requirements are: **To be listed**
	Warranty (GCC Clause 17)	
18.	17.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be **12** months from date of acceptance of the Goods or **18** months from the date of shipment, whichever occurs earlier evidenced by issuance of Certificate of Satisfactory Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these

		guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense. **or** (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
19.	17.4 & 17.5	The period for correction of defects in the warranty period is: **maximum two (2) days**
	Payment (GCC Clause 18)	
20.	18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of the Contract Price shall be by way of an Irrevocable and Confirmed Letter of Credit in the following manner: (i) **On Shipment:** Eighty (80) percent of the Contract Price of Goods shipped shall be paid upon shipment by irrevocable and confirmed letter of credit against presentation of Shipping Documents specified in clause 12 .1 of the GCC herein. (ii) **Upon Delivery:** Twenty (20) percent of the Contract Price of Goods by irrevocable and confirmed letter of credit within 30 days from date of commissioning of the goods and upon submission of an Invoice supported by Certificate of Satisfactory Commissioning of the Goods signed by the Purchaser. After signing of the Agreement, the Purchaser shall open Letter of Credit stipulated in clause 18.1 within 30 days of receipt of Performance Security mentioned in clause 42.

		Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) **On Delivery:** 80% percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10. (ii) **On Acceptance:** The remaining 20% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the commissioning and issuance of satisfactory acceptance certificate for the respective delivery issued by the Purchaser.
21.	18.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be **2% p.a. of the unpaid amount.**
22.	**Prices (GCC Clause 19)**	
	19.1	Prices quoted shall remain **fixed** for the entire contract period.
23.	**Change Orders (GCC Clause 20)**	
	20.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be agreed upon and made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
24.	**Delays in the Supplier's Performance (GCC Clause 24)**	
	24.1	Delivery of the Goods and performance of Services shall be completed by the Supplier within …… days/weeks/months from the date of execution of this Contract.
25.	**Liquidated Damages (GCC Clause 25)**	
26.	25.1	Applicable rate: **0.2 per cent per day** of undelivered

		materials/good's value or unperformed Services. Maximum deduction: is equal to the performance security.
27.	**Disputes Settlement (GCC Clause 30)**	
	30.2	If the parties fail to resolve their dispute or difference by such mutual consultation (amicably), then either the Purchaser or the Supplier may have recourse to a court of competent jurisdiction in the United Republic of Tanzania.
28.	30.3	*NOT APPLICABLE*
29.	**Procedure for Disputes (GCC Clause 31)**	
	31.1	The Adjudicator shall be: **N/A** **In the case of amicable disagreement the matter shall be referred to a competent court of jurisdiction**
30.	31.2	Rate of the Adjudicator fees shall be : **N/A**
31.	31.3	Arbitration institution shall be: **N/A** Place for carrying out Arbitration: **N/A**
32.	32.1	Appointing Authority for the Adjudicator: **N/A**
	Notices (GCC Clause 34)	
33.	34.1	—Purchaser's address for notice purposes: The PMU, **Tanzania Ports Authority,** **Plot One Bandari Street,** **P.O. Box 9184, Dar Es Salaam, Tanzania** **Telephone +255 22 2134712** **Fax +255 22 2112678** **Email pmu@tanzaniaports.com** —Supplier's address for notice purposes: **TO BE ADVISED**
		Taxes and Duties (GCC Clause 35)
34.	35.1	Only local duties and taxes on imported Goods shall be the responsibility of the Purchaser

SECTION VI: SCHEDULE OF REQUIREMENTS

Schedule of Requirements

S/NO	DESCRIPTION	QUANTITY
1	One Lot: One unit of 300KVA Standby Generator	1
2	Spares parts manuals for 300KVA Generator	2
3	Workshop Manual for 300KVA Genetator	2
4	Operation Manuals for Engine	2
5	Spare Parts Manual for Engine	2
6	Workshop Maintenance Manual for Engine	2
7	Mechanical Technician Tool box complete	2 sets
8	Electrical Technician Tool box complete	2 sets
9	Training	Lot
10	Inspection Visit	Lot

SECTION V: TECHNICAL SPECIFICATIONS

Section VII: Sample Forms

1. Tender Form and Price Schedules .....

2. Price Schedule (Imported Goods) .....

3 Price Schedule (Domestic Goods)).....

4. Form of Tender Security (Tender Bond) .....

5. Contract Form.....

6. Performance Security Form.....

7. Manufacturers Authorization Form ……

8. Certificate of Satisfactory Commissioning of Goods ……Appendix I… .....

9. Certificate of Final Satisfaction with the Goods …… Appendix II……..

1. Tender Form and Price Schedules

(To be completed by the Bidder) Date:…….

To: Director General,
Tanzania Ports Authority,
P.O. Box 9184
Dar Es Salaam, TANZANIA

Gentlemen and/or Ladies:

Having examined the Tendering documents ,the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply [description] *[_____]* in conformity with the said Tendering documents for the sum of *[total Tender amount in words and figures]* _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods within _____ [days/months].

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

We agree to abide by this Tender for the tender validity period of _____[days] from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Dated this _____ day of _____ 20_____.

(Name)

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____

2. Price Schedule for Goods Offered from Abroad

Name of Bidder _____. Page ____of ____.

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price FOB or FCA port of loading	Freight charge	Total CFR or CPT price per item

Name …….. in the capacity of

…….

Signature of Bidder _____

Duly authorized to sign the tender for and on behalf of

……

Dated on …… day of ……. 20……

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

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

Name of Bidder . IFB Number . Page of .

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price[1] EXW per item	Cost of local labor, raw material, and component[2]	Total price EXW per item (cols. 4 x 5)	Unit price per item final destination and unit price of other incidental services[3]	Sales and other taxes payable if Contract is awarded	Total Price Tshs

[1] Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.
[2] Indicated as a percentage of the EXW price.
[3] Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Tender Data Sheet.

Name …….. in the capacity of …….

Signature of Bidder _____

Duly authorized to sign the tender for and on behalf of ……

Dated on ……. day of ……. 20……

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

4. Tender Security Form

To: Director General,
Tanzania Ports Authority,
P.O. Box 9410
Dar Es Salaam,
TANZANIA

Whereas_____ *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Tender dated _____ for the supply of _____(hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE _____ of _____, having our registered office at _____ (hereinafter called "the Bank"), are bound unto *Tanzania Ports Authority* (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder

   (a) withdraws its Tender during the period of Tender validity specified by the Bidder on the Tender Form except as provided in ITT Clause 16.1; or

   (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity fails or refuses to execute the Contract Form, if required, in accordance with the Instructions to Bidders;

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

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

Name: …….. in the capacity of ……..

signed

_____

[signature of the Bank]

Dated on …… days of …….. 20…….

5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[signature for and on behalf of Manufacturer]

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

6. Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between Tanzania Ports Authority of P.O. Box 9184 Dar Es Salaam Tanzania (hereinafter called "the Purchaser") of the one part and_____ _____*[name of Supplier]* of _____*[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Tender Form and the Price Schedule submitted by the Bidder;
(b) The Purchaser's Notification of Award;
(c) The Bidder's acknowledge of Award;
(d) The bid Form and Price Schedule submitted by the Bidder;
(e) The Technical Specifications;
(f) The General Conditions of Contract;
(g) The Performance Security Form;
(h) The Certificate of Satisfactory Commissioning;
(i) The Certificate of Final Satisfaction of the Goods.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

SIGNED and DELIVERED for and on behalf of

TANZANIA PORTS AUTHORITY

Name: _____

Signature: _____

Designation: _____

Address: _____

_____

In the presence of:

Name: _____

Signature: _____

Designation: _____

Address: _____

_____

SIGNED and DELIVERED for and on behalf of

M/S ----------

Name: _____

Signature: _____

Designation: _____

Address: _____

_____

In the presence of:

Name: _____

Signature: _____

Designation: _____

Address: _____

APPENDIX I

7. Performance Security Form

To: *[name of purchaser]*

WHEREAS_____ *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract dated _____ 20_____ to supply _____*[description of goods and services] (*hereinafter called "the Contract").

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

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

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

This guarantee is valid until the end of the warranty period and any claim and statement hereunder must be received at this office before expiry and after expiry this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

This guarantee shall be governed and construed in accordance with the laws of the United Republic of Tanzania and shall be subject to the exclusive jurisdiction of the Tanzanian courts.

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

APPENDIX 1I

8. CERTIFICATE OF SATISFACTORY COMMISSIONING OF THE GOODS

To:

Dear Sir,

Pursuant to the Agreement signed on ----------20… covering the supply, Installation and Commissioning of ---------- we hereby confirm our satisfaction with the he commissioning of the equipment as of ----------20-- and certify that the balance of 20% of the contract price which was retained as stipulated under Clause 14.1 may be paid to you. This certificate marks also commencement of the 12 months warranty period.

Yours faithfully,
For: TANZANIA PORTS AUTHORITY

DIRECTOR GENERAL

APPENDIX III

9. CERTIFICATE OF FINAL SATISFACTION OF THE GOODS

To:

Dear Sir,

Pursuant to Clause 6.4 of the Agreement signed on ---------20.. covering the Supply, Installation and Commissioning of ---------- we hereby confirm our final satisfaction with the equipment as of the ---------- which date also marks the end of the warranty period. This certificate marks also the effective discharge of your performance security, which is returned herewith for necessary cancellation.

Yours faithfully,
For: TANZANIA PORTS AUTHORITY

DIRECTOR GENERAL