TANZANIA PORTS AUTHORITY

THE HEADQUARTERS TENDER BOARD

TENDER NO AE/016/2011-12/HQ/G/02

INVITATION OF TENDER FOR

SUPPLY OF

OFFICE STATIONERY, CARTRIDGE, TONERS AND PRINTING OF TPA DOCUMENTS

March , 2012

Section I: TENDER INVITATION

TENDER NO. AE/016/2011-12/HQ/G/02 FOR SUPPLY OF OFFICE STATIONERY, CARTRIDGE, TONER AND PRINTING OF TPA DOCUMENTS

1. This Invitation follows the General Procurement Notice for year 2011/2012 which appeared in The Guardian of 21st July 2011.

2. Tanzania Ports Authority has set aside funds for the procurement during the financial year 2011/12. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the supply of office stationery, cartridge, toner and printing of TPA documents.

3. TPA now invites sealed tenders from eligible Tanzania Suppliers for supply of office stationery, cartridge, toner and printing of its documents.

4. Bidding will be conducted through National Competitive Bidding; a procedure specified in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97 and is open to all Bidders as defined in the Regulations.

5. Interested eligible Bidders may obtain further information from and inspect the bidding Documents at the office of the Director of Procurement and Supply, Tanzania Ports Authority, One Bandari Road, Dar es Salaam Room No. 48, on the second floor of the TPA Headquarters building from 09.00 to 16.00 HRS Local time Monday to Friday excluding public holidays.

6. A complete set of Bidding Document in English may be obtained by interested tenderers on submission of a written application to the address given under paragraph 8 below and upon payment of a non-refundable fee of **Tshs. 50,000.00**. Payment should be by Cash, Bankers cheque or bank draft payable to Cash office at TPA Headquarters.

7. All Tenders must be accompanied by a bid security (3% of Bid price) or bid securing declaration in acceptable form.

8. All Tenders in one original plus one copy, properly filled in, and enclosed in plain envelopes clearly marked **"TENDER No. AE/016/2011-12/HQ/G/02; FOR SUPPLY OF OFFICE STATIONERY, CARTRIDGE, TONER AND PRINTING OF TPA DOCUMENTS**" must be delivered to the address below:

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

at or before **11th April, 2012** at 10.00 HRS local time and will be opened promptly thereafter in public in the TPA Conference Room on the 2nd floor. Tenderers or their Representatives who choose to witness the opening are welcome to attend.

9. Late Bids, Portion of Bids, Electronic bids. Bids not received, Bids not opened and not read out in public at the opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

Postal Address	Physical Address
Office of the Director General, Tanzania Ports Authority, P. O. Box 9184, **DAR ES SALAAM,** **TANZANIA**	The Secretary, Headquarters Tender Board, Tanzania Ports Authority, One Bandari Road, Kurasini TPA Building Second floor Room No. 48 **DAR ES SALAAM, TANZANIA**

The Secretary,
Headquarters Tender Board,
Tanzania Ports Authority,
P. O. Box 9184,
DAR ES SALAAM,

Tel No. +255 022 2111 315
Fax No: + 255 022 2112 678,
E-mail: dps@tanzaniaports.com

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A. Introduction

1. Scope of Bid

1.1 The Procuring Entity indicated in the **Bid Data Sheet** (TDS) invites bids for the provision of Supplies and Related Services as specified in the **Bid Data Sheet** and Section VII, Technical Specification. Bids are invited for an estimated quantity of Supplies, as specified in **Bid Data Sheet**, under a framework contract arrangement.

1.2 The successful Bidder will be expected to supply the supplies and services during the required period specified in the **Bid Data Sheet.**

2. Source of Funds

2.1 The Tanzania Ports Authority has set aside sufficient funds for its operations 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 related goods and or services as described in the **Bid Data Sheet**.

Or

The Tanzania Ports Authority 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/grant] 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, and government-owned entity, subject to ITB Sub-Clause 3.4, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **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 Services and Disposal of Public Assets by Tender) Regulations, 2005 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 supplier in Tanzania before signing the Contract.

3.4 A Bidder shall not have a conflict of interest. All Bidders found to be in 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 it's affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Bids; or

b) have controlling shareholders in common; or

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

d) have the same legal representative for purposes of this 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 supplies and services 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 Tanzania Ports Authority in accordance with ITB Sub-Clause 45.1

3.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous, operate under commercial law, they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.

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

4. Eligible Supplies and Related Services

4.1 All Supplies and Related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with The Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2005. For purposes of this Bid, ineligible countries are stated in the **Bid Data Sheet.**

4.2 For purposes of this Clause, the term "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

4.3 The term "country of origin" means the country where the Supplies have been mined, grown,

cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.

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

4.5 If so required in the **Bid Data Sheet**, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the United Republic of Tanzania, the Supplies indicated in its Bid.

4.6 To establish the eligibility of the Supplies and Related Services, Bidders shall fill the country of origin declarations in the Price Schedule included in the Forms of 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 will 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. Bid Documents

7. Content of Bidding Documents

7.1 The supplies and services required, bidding procedures, and contract terms are prescribed in the Bidding Documents. Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB sub-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: Forms - Bid
Form of Bid
Price Schedule for Supplies and Related Services
Form of Qualification Information
Section IX Forms- Security
Bid Security Form (or Bid Securing Declaration)
Letter of Acceptance
Form of Contract
Performance Security Form
Bank Guarantee for Advance Payment Form
Manufacturer's Authorization Form
Section X Undertaking By Bidder On Anti – Bribery Policy / Code Of Conduct and Compliance Programme

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 does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in Sub-Clause 7.1 above, the 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 **Bid 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 electronic mail, telex or facsimile to all who have obtained the Bidding documents directly from the Procuring Entity. Prospective Bidders shall acknowledge receipt of each addendum by in writing or 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 ITB 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 Bidders 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 and 15;

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 related goods and or services into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those related goods and or services.

d) Documentary evidence established in accordance with ITB Clause 12 that the supplies and ancillary services to be supplied by the Bidder are eligible 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 sub-Clause 20.2;

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

12. Documents Establishing Eligibility of Supplies 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 supplies and/or related services which the Bidder proposes to supply under the contract.

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

12.3 The documentary evidence of conformity of the supplies and related services to the 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 supplies;

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

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

12.4 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.

12.5 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 Qualifications 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 items under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the supplies' Manufacturer or producer to supply the related goods and or services in the United Republic of Tanzania;

b) the 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 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 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 price to be quoted in the Form of Bid, in accordance with ITB Sub-Clause 14.1 shall be the total price of the bid, based on the estimated quantities specified, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Form, in accordance with ITB Sub-Clause 15.8

15.5 The terms EXW, CIF, CIP, and other similar terms

shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce, as specified in the **Bid Data Sheet**.

15.6 Prices quoted on the Price Schedule for Supplies and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This dis-aggregation shall be solely for the purpose of facilitating the comparison of bid by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:

a) for Supplies;
   i) the price of the Supplies, quoted CIP or other Incoterm as specified in the **Bid Data Sheet**;
   ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Supplies or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and
   iii) the total price for the item.

b) for Related Services;
   i) the price of the Related Services;
   ii) all custom duties, sales tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and
   iii) the total price for the item.

15.7 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 shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 28. However, if 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 shall not be rejected, but the price adjustment shall be treated as zero.

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

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 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 date of 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 Bidders to extend the period of validity of their bids for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail, telex or facsimile. A bidder may refuse the request without forfeiting its Bid Security or causing to be executed its Bid Securing Declaration. . A Bidder agreeing 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 formal specified 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 Bid Securing 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 29.

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 18.

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.

18.10 The Bid Security or Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Bid.

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 Security or 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 one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **Bid Data Sheet** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation 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 authorisation must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person 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 enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

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

b) bear the Project name indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) 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 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 the bid.

21.5 In addition to the identification required in sub-Clause 22.2, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 23, and for matching purposes under Clause 24.

21.6 If the outer envelope discloses the 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 and no later than the date and time indicated 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.

24.2 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 or Withdrawal of Bids

24.1 A Bidder may modify, substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, substitution or withdrawal notice 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 21 and 22 with outer and inner envelops additionally marked "MODIFICATION, SUBSTITUTION OR WITHDRAWAL". The notice may also be sent by electronic mail, telex or facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of 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 may result in the Bidder's forfeiture of its Bid security, or execution of 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' representatives who choose to attend and other parties with 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 or bid securing declaration pursuant to ITB clause 18.6 and such other details as the appropriate tender board may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.

25.4 Bids or modifications that are not opened and not read out at 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, evaluation, comparison, 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 entities processing of bids or award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 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 Bidders, the Procuring Entity may, at its discretion, ask any Bidder for clarification of its bid, including breakdowns 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 or by cable, telex, or facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the 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 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 delivery of related goods and or services;
b) limits in any substantial way, inconsistent with the bidding documents, the Procuring Entity's rights or the Bidder's 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, 12 and 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 Condition; 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 and ITB Clause 13, 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 by the Employer 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 various currencies in which they are payable to either:

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

or

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

31.2 The currency selected for converting 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

32.1 The Procuring Entity shall evaluate and compare

Evaluation of Bids

only the Bids determined to be substantially responsive, pursuant to ITB Clause 29.

32.2 To financially evaluate a bid, the Procuring Entity shall only use the criteria and methodologies defined in this Clause. No other criteria or methodology shall be permitted.

32.3 The Procuring Entity's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

32.4 To financially compare bids, the Procuring Entity shall:

a) correct any arithmetic errors in accordance with ITB Sub-Clause 30.1;

b) apply any unconditional discounts offered in accordance with ITB Sub-Clause 15.1;

c) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 28.2 and 29.2 respectively;

d) convert all bids to a single currency in accordance with ITB Clause 31;

e) apply any margin of preference in accordance with ITB Clause 33;

f) determine the total evaluated price of each bid.

33. National Preference

33.1 If the **Bid Data Sheet** so specifies, the Procuring Entity will grant a margin of preference to supplies manufactured in the United Republic of Tanzania for the purpose of 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 supplies manufactured within the United Republic of Tanzania, for which:

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

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

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

c) **Group C:** Bids offering supplies 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 supplies 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 supplies 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 supplies, 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 supplies.

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 the 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.

35.1 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.

35.2 The determination will evaluate the Bidder's financial, technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as other information 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.

35.3 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated 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 Bidder 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 (a) have supplies that are eligible pursuant to ITB Clause 3 and (b) be eligible in accordance with the provisions of ITB Clause 4, and (c) is determined to be qualified to perform the Contract satisfactorily (d) successful negotiations have been concluded, if any.

36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package" basis, the lowest evaluated 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 specifications;

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

(c) a minor amendment to the Special Conditions of Contract;

(d) finalizing payment arrangements;

(e) delivery arrangements;

(f) the methodology; or

(g) clarifying details that were not apparent or could not be finalized at the time of 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 award criteria ITB Clause 36, 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 award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring Entity's action.

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, by the percentage indicated in the **Bid Data Sheet,** the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

40. Notification of 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 the Contract in accordance with Sub-Clause 41.

40.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 42, the Procuring Entity will promptly notify

unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the bid security or bid securing declaration of the both the Bidder pursuant to ITB Clause 18.7.

40.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Secretary of the appropriate bid board that authorized the award of Contract. The Secretary will promptly respond in writing to the unsuccessful Bidder citing grounds for rejection of its bid without disclosing information about other Bidders.

41 Signing of Contract

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

41.2 Within twenty eight (28) days of receipt of the Form of Contract, the successful 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 Bidders 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 requirements of sub-Clause 42.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security or execution of the bid securing declaration and any other remedy the Procuring Entity may take under the Contract and the Procuring Entity may resort to awarding the Contract to the next ranked Bidder.

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

44. Adjudicator

44.1 The Procuring Entity proposes the person named in the 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 Employer 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 anything 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 noncompetitive 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 Tanzania Ports Authority to remedy the situation

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

45.2 The Tanzania Ports Authority 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 a 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 Application 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 or disposal requirements to which the complaint relates;

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

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

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

e) Remedies sought; and

f) any other information relevant to the complaint.

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

49. Decision by the Head of Procuring Entity

49.1 The head of a Procuring Entity shall, within 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 49.1, the Bidder submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under ITB 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-Clause 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 original 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 a 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 the decision; and

c) any corrective measures to be taken;

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

513 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 A 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 supplies 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 of Office stationery, Cartridge, Toner and Printing of TPA Documents: Tender No. AE/016/2011-12/HQ/G/02**
2.	**1.2**	Period for supplies: **One year framework contract** Commencement date for supply: 1st **July, 2012** Completion date for supply: **30th June, 2013**
3.	**2.1**	Financial year for the operations of the Procuring Entity: **2012/2013** Name and identification number of the Contract: **Supply of Office stationery, Cartridge, Toner and Printing of TPA Documents: Tender No. AE/016/2011-12/HQ/G/02** Name of Project **Supply of Office stationery, Cartridge, Toner and Printing of TPA Documents for 2012/13** Name of financing institution **N/A**
4.	**2.2**	Payments shall be made directly by **Tanzania Ports Authority** to the supplier for each call-order.
5.	**3.1**	Joint venture, consortium or association is applicable **NO**
		Ineligible countries are: **N/A**
6.	**4.5**	Demonstration of authorization by manufacturer **N/A**

TDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		B. Bidding Documents
7.	**7.2**	The number of copies to be returned **One**
8.	**8.1**	The address for clarification of bidding documents **The Director of Procurement and Supply,** **Tanzania Ports Authority, Bandari Road, P.O Box 9184, DAR ES SALAAM, TANZANIA** **Telephone +255 22 2111 315** **Fax +255 22 2112 678** **E-mail dps@tanzaniaports.com**
9.	**8.2**	Period to respond to request for clarification **Seven (7) Days** Period prior to deadline for submission of bids for the Bidders to request clarifications **Fourteen (14) days**
		C. Preparation of Bids
10.	**10.1**	The Language of all correspondences and documents related to the bid is: **English**
11.	**11.1 (g)**	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid **NOT APPLICABLE**
12.	**12.3 (c)**	Other procurement specific information required from Bidders in ITB Clause 12.3(c) is as follows: **None**.
TDS Clause Number	**ITB Clause Number**	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
13.	**13.3 (b)**	The qualification criteria required from Bidders in ITB Clause 13.3(b) is modified as follows: **i.** All bidders are invited to quote for any or all Lots. However in each case bidder must quote for all items and quantities specified in that particular Lot. **Bids not quoting all items and quantities in a lot/category will be**

		considered as non-responsive and rejected. ii. Bids shall be evaluated on item by item, lot by lot basing on quality and price consideration. Detailed evaluation shall begin by evaluating the received samples (if any) to determine the suitability and general qualities. Samples that pass this stage shall undergo commercial evaluation. iii. All bidders are required to provide quality of the sample of uniforms (a complete made garment e.g. shirt or trouser) the sample shall be submitted with tenders and shall be returned to bidders after the selection process is completed. Samples for not awarded must be collected by bidders within two months from date of award or else will be disposed of. iv. Delivery period is essence; bidder with shortest delivery period will be considered and given priority.
14.	**13.3 (c)**	The qualification criteria required from Bidders in ITB Clause 13.3(c) The Bidder is required to include with its Bid, documentation from the manufacturer of the items, that it has been duly authorized to supply, in the United Republic of Tanzania, the supplies indicated in its Bid.
15.	**15.5**	The rules governing the terms are prescribed in **N/A**
16.	**15.6 (a)(i)** **(iii), (iv) (optional)**	The price quoted shall be **up to delivery to TPA stores and Fixed for entire period.**
17.	**15.6 (b)** **(i)**	The price quoted shall be **up to delivery to TPA stores.** **The related provisions shall be reflected accordingly in Price Schedules.**
18.	**15.7**	The price shall be **fixed** to all the entire period.
19.	**16.1 (a)**	a) For supplies and related services originating in the United Republic of Tanzania the currency of the Bid shall be **Tanzanian Shillings;** b) For supplies and related services originating outside the United Republic of Tanzania, the Bidder shall express its Bid in any convertible currency.
TDS Clause Number	**ITB Clause Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
20.	**16.2**	The rates of exchange to be used by the Bidder shall be those established by the Bank of Tanzania prevailing on **N/A**

21.	**17.1**	The Bid validity period shall be **90** days.
22.	**18.1**	The amount of Bid Security is: **3% of bid value** OR A Bid Securing Declaration form shall be filled by the Bidder.
23.	**18.3 (c)**	Other forms of security are **N/A**
24.	**19.1**	Alternative bids to the requirements of the bidding documents **WILL NOT** permitted.
25.	**20.1**	The number of copies of the bid to be completed and returned shall be **One**
26.	**20.2**	Written confirmation of authorization are: *i)* Signed Price schedule
	D. Submission of Bids	
27.	**21.2 (a)**	For Bid submission purposes only, the Procuring Entity's address is: **The Secretary,** **Headquarters Tender Board,** **Tanzania Ports Authority,** **P. O. Box 9184 Dar es Salaam**. Street address: **Bandari Road Kurasini**. Building/Plot No. **TPA Headquarters Building**. Floor/Room No. **2nd Floor, Room no. 48** City/Town: **Dar es salaam**
28.	**21.2 (b)**	Project name: **Supply of Office Stationery, Cartridges, Toner and Printing of TPA Documents for 2012/13** IFB title and number: **AE/016/2011-12/HQ/G/02** Time and date for submission **11th April, 2012** at 10.00 HRS local time

TDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
29.	**22.1**	The deadline for Bid submission is a) Day: **Wednesday** b) Date: **11th April, 2012 2012** c) Time at **10.00 HRS local time**
30.	**22.3**	d) Extension of the deadline for submission of Bids shall not be made later than **11th April, 2012**
		E. Opening and Evaluation of Bids
31.	**25.1**	The Bid opening shall take place at: Street address: **Bandari Road Kurasini**. Building/Plot No. **TPA Headquarters Building**. Floor/Room No. **2nd Floor, Conference Room no**. **39** City/Town: **Dar es salaam** Country: **Tanzania** Day: **Wednesday** Date: **11th April, 2012** Time: at **10.00 HRS Local Time**
32.	**31.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is **N/A** since all bids must be in Tshs The source of exchange rate shall be **N/A** The date of exchange rate shall be **N/A**
33.	**33**	a) Domestic preference to apply. **or** Domestic preference not applicable. b) If a margin of preference applies, the application methodology shall be **N/A**
34.	**35.1**	Post- qualification will **be undertaken**
TDS Clause	**ITB**	**Amendments of, and Supplements to, Clauses in the**

Number	Clause Number	Instruction to Bidders
		F. Contract Award
35.	**39.1**	Percentage for quantity increase or decrease is **15%**
36.	**42.1**	The Performance Security shall be **10% of the Contract Price**
37.	**43.1**	The Advance Payment shall be limited to **N/A**
38.	**43.2**	Maximum amount of Advance payment shall be **N/A**
39.	**44.1**	The Adjudicator proposed by the Procuring Entity is **N/A** The hourly fee for this proposed Adjudicator shall be **N/A** The biographical data of the proposed Adjudicator is as follows **N/A**
		G. Review of Procurement Decisions
40.	**48.1** **50.1**	The address to submit 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
41.	**50.3**	Fee for administrative review shall be ten thousand Tanzanian shillings.
TDS Clause Number	**ITB Clause Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
42.	**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

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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 the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.

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

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

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

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

(j) "The Supplier" means the individual private or government entity or a combination of the above whose bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, ad includes the legal successors or permitted assigns of the supplier.

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

(l) "Supplies" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or, intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies

(m) "Call-Off Order" is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.

(n) "The Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call –offs) can be made throughout the term of the Agreement.

(o) "Standing Offer" mean the Supplier agrees to provide the Goods from time to time and when authorised by the Purchaser by the issue of Call – off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract

(p) "Day" means calendar day.

2. Application

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

2.2 These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Contract.

3. Nature and Period of Contract

3.1 The type of Contract is a Standing Offer Agreement

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

8.4 The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.

9. Patent and Copy Rights

8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.

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

10. Performance Security

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

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

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

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

(b) A cashier's or certified check.

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

11. Review Meetings, Reports, Inspections and Tests

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

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

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

11.4 The Supplier and the Purchaser shall meet at the discretion of the Purchaser to review the progress of the Call-off orders made under this Contract

11.5 Within two weeks after the end of each three months, the Supplier shall supply to the Purchaser a report giving details of all outstanding call-off orders under the Contract. The Supplier shall produce an analysis of invoiced Supplies, broken down by item and by authorised parties.

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

11.7 Nothing in GCC Clause 9 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

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

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

13. Delivery and Documents

13.1 The Supplier shall fulfill all Call-off Orders for Goods by the Purchaser during the currency of the Contract

13.2 The Supplier shall deliver the Goods to place or places and within the time or response times stated in the Call-Off Orders and shall obtain a receipt of their delivery. Titles in the Goods shall pass to the Purchaser upon Satisfactory delivery of the Goods by the Supplier in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Purchaser. The Purchaser may reject Goods, which are not in accordance with the Contract.

13.3 Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an actions for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

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

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

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

14. Insurance

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

15. Transportation

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

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

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

16. Incidental Services

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

(a) Performance or supervision of on-site assembly

and / or start-up of the supplied Goods;

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

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

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

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

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

17. Spare Parts

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

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

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

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

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

18. Warranty

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

18.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment form the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.

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

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

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

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**. But in any case the Supplier shall be paid on a Schedule of Rates basis. The sum payable shall be calculated by multiplying the Unit Rate for the specific Goods by the number of unite delivered and accepted in accordance with the Contract.

19.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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

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

19.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 17.4

20. Prices

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

20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its 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.

21. Estimated Quantities and Change Orders

21.1 The estimated quantities required are shown in the schedule of requirements. Although every endeavour has been made to prepare an accurate estimate of requirements during the period of the Contract, the Purchaser does not bind himself to take the quantities stated, but reserves the right to order greater or lesser of quantities according to the requirements during that time.

21.2 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 make changes within the general scope of the Contract n any one or more of the following:

(a) Drawings, designs, or specifications, where Goods

to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) The method of shipment or packing;

(c) The place of delivery; and / or

(d) The Services to be provided by the Supplier.

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

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

22. Contract Amendments

22.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Assignment

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

24. Subcontracts

24.1 The Supplier shall notify the Purchaser in writing 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.

24.2 Subcontracts must comply with the provision of GCC Clause 3.

25. Delays in the Supplier's Performance

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

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

25.3 Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26. Liquidated Damages

26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct form the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.

27. Termination for Default

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

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

a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or

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

c) The supplier has abandoned or repudiated the contract.

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

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

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

g) the supplier, in the judgment of the Purchaser, has engaged in corrupt 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 procuring entity, and includes collusive practices among Bidders (prior to or after bid submission)

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

28. Force Majeure

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

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

28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing 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.

29. Termination for Insolvency

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

30. Termination for Convenience

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

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

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

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

31. Disputes

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

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

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

32. Procedure for Disputes

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

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

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

33. Replacement of Adjudicator

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

34. Limitation of Liability

34.1 Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,

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

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

35. Notices

35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or 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.

36. Taxes and Duties

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

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

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

SECTION V: SPECIAL CONDITIONS OF CONTRACT

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Definitions (GCC Clause 1)	
1.	1.1(i)	The Procuring Entity is: **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**
3.	1.1(k)	The Project Site is: **Tanzania Ports Authority Head Office**
	Nature of Contract and Governing Language (GCC Clause 3 and 4)	
4.	3.1	The Framework Contract period is **One Year** The Contract commences from: 1st **July 2012**
5.	4.1	The Governing Language shall be: **English**
	Applicable Law (GCC Clause 5)	
6.	5.1	The Applicable Law shall be: Laws of the **United Republic of Tanzania**
	Country of Origin (GCC Clause 6)	
7.	6.1	Country of Origin is **Tanzania**
	Performance Security (GCC Clause 10)	
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: **Ten (10) percent of the Contract Price**
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2.

	Review Meetings, Reports, Inspections and Tests (GCC Clause 11)	
10.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC Clause 12)	
11.	12.2	The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.
	Delivery and Documents (GCC Clause 13)	
12.	13.4, 13.6	**For Goods supplied from abroad: N/A**
		For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity: (i.) one original plus one copy of the Supplier's **invoice** showing Goods' description, quantity, unit price, and total amount; (ii.) Delivery Note, The above documents shall be received by the Procuring Entity upon delivery of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

	Incidental Services (GCC Clause 16)	
14.	16.1	Incidental services to be provided are: **N/A**
15.	17.1	Additional spare parts requirements are: **N/A**
	Warranty (GCC Clause 18)	
16.	18.2	GCC 18.2—In partial modification of the provisions, the warranty period shall be __N/A___ hours of operation or _N/A____ months from date of acceptance of the Goods or (_N/A____) months from the date of shipment, whichever occurs earlier.
17.	18.4& 18.5	The period for correction of defects in the warranty period is: N/A
	Payment (GCC Clause 19)	
18.	19.1	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: N/A** Have been delivered and that all other contracted Services have been performed.
		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) **Advance Payment: N/A** (ii) **On Delivery and upon Acceptance: 100%** of the Contract Price of the delivered goods shall be paid on receipt of the Goods and upon submission of the **Invoice and signed Delivery Note**.
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be: 2% per annum

	Prices (GCC Clause 20)	
20.	20.2	Prices shall be **FIXED.**
	Liquidated Damages (GCC Clause 26)	
21.	26.1	Applicable rate: 0.2 per cent per day of undelivered materials/good's value. Maximum deduction is equal to **10%**
	Procedures for Disputes (GCC Clause 32)	
22.	32.1	The Adjudicator shall be **N/A**
23.	32.2	Rate of the Adjudicator fees shall be **N/A**
24.	32.3	Arbitration institution shall be **N/A** Place for carrying out Arbitration **N/A**
25.	33.1	Appointing Authority for the Adjudicator **N/A**
	Notices (GCC Clause 35)	
26.	35.1	—Purchaser's address for notice purposes: The **Secretary,** **Headquarters Tender Board** **Tanzania Ports Authority,** **Plot One Bandari Street,** **P.O. Box 9184, Dar Es Salaam, Tanzania** **Telephone +255 22 2111 315** **Fax +255 22 2112 678** **Email: dps@tanzaniaports.com** —Supplier's address for notice purposes: **TO BE ADVISED**

SECTION VI: SCHEDULE OF REQUIREMENTS

SECTION VI: SCHEDULE OF REQUIREMENTS

LOT NO 1: OFFICE STATIONERY

S/NO	DESCRIPTION	UNIT OF ISSUE	QTY
1	Bands rubber assorted (20z box) heave duty (Imported)	Box	100
2	Exercise book 120 pgs	Book	2,000
3	Books foolscap ruled 2 quire	Book	500
4	Books foolscap ruled 4 quire	Book	450
5	Clips paper vista (in boxes of 100)	Box	200
6	Fasteners acco no 2.7 cm (packetof 50)	Pkt	500
7	Half box file Foolscap	No	200
8	Correcting fluid gesstetner 20ml	Bott	150
9	Gum glue (502 bottles)	Bott	240
10	Stapling machine with pin remover	No	300
11	Staples for stapling machine 50/60	Box	500
12	Staples velos 323 for stapling machine	Box	250
13	Stamp pad	No	150
14	Pads scribbling 13 x 8	No	200
15	Carbon paper blue plastic F/S 13 x 16	No	150
16	Paper ruled F/S 13 x 16 Folded to 13 x 8	No	1,000
17	Black head H.B pencil	No	300
18	Pins drawing assorted (boxes of 144 pins)	No	200
19	Office pins assorted (issued by pkt)	Pkt	150
20	Office pins mixed	Pkt	200
21	Punching machine paper one hole	No	100
22	Punching machine paper two hole	No	100

23	Ruler flat 15	No	200
24	Office twine (rope)	No	100
25	Hand soft brooms	No	100
26	Sanitary brushes	No	100
27	Broom hand	No	100
28	Hand towel size 24 x 18	No	300
29	Duster checker	No	200
30	Highlighter assorted	Doz	20
31	Yellow sstick notes 76.2mm	Pad	50
32	Plastic/Transparent covers A4	Pkt	100
33	Register books 1 quire	Book	100
34	Register books 3 quire	Book	200
35	Stapling machine heavy duty	No	150
36	Staples for heavy duty stapling machine	Pkt	200
37	Punching machine heavy duty	No	100
38	Spiral 8mm	Pkt	100
39	Spiral 10mm	Pkt	100
40	Spiral 12mm	Pkt	100
41	Spiral 25mm	Pkt	100
42	Spiral 14mm	Pkt	100
43	Spiral 16mm	Pkt	100
44	Spiral 18mm	Pkt	100
45	Spiral 20mm	Pkt	100
46	Spiral 22mm	Pkt	100
47	Spiral 24mm	Pkt	100
48	Spiral 52mm	Pkt	100

49	Dispatch book	No	100
50	Dust bin	No	50
51	Executive in and out office trays	No	100
52	Fantastic pad	Pad	400
53	Table calculator	No	100
54	Photocopy paper A4 colored	Ream	50
55	Scientific pocket calculator	No	80
56	Spiral 6mm	Pkt	100
57	Heavy duty stapling machine	No	50
58	Stick on note 3 x 3	Pad	50
59	Ring binder	No	30
60	Staple pins 26/6	No	50
61	Executive Slide Binder	No	500
62	Ruled paper foolscap	Ream	100
63	Zip drive	No	50
64	Flip chart	Pad	50
65	Executive document bag	No	20
66	Fax film KX FA 134	No	50
67	Executive pen set	No	12
68	Ball point pen blue	No	7,000
69	Ball point pen red	No	500
70	Ball point pen black	No	400
71	Parker pen	No	20
72	Parker pen refills	No	20
73	Staple pins remover	No	10
74	Envelopes manila 16 x 12 with TPA emblem	No	1,000
75	Envelopes manila medium 9.25x4.5 with TPA emblem	No	1,000
76	Envelopes manila A4 TPA emblem	No	1,000
77	Correction voucher - receipt	Pad	50
78	Correction voucher - issue	Pad	50
79	Photocopy paper A3	Ream	50
80	Manila covers A4 various colors	Pkt	100
81	Packing tape brown	Roll	100
82	Citizen calculator 16 digit	No	15
83	Marker pen various color	No	100

84	Correction pen	No	20
85	Printing calculator	No	5
86	Executive Slide Binder	No	500
87	Table organize	No	500
88	Batteries duracell size AA	No	24
89	Batteries size AAA	No	24
90	Batteries D size	No	24
91	Floppy diskettes formatted - 1.44 MB	Pkt	200
92	Flash disk IGB	No	100
93	Flash disc 2GB	No	50
94	Flash disc 4GB	No	50
95	Flash disc 8GB	No	50
96	Computer stationery binder	No	350
97	Diskette bank	No	50
98	Computer mouse pad	No	25

LOT NO 2 : Printing

S/N	DESCRIPTION	UNIT OF	QTY
1	Printing of Businness Cards for TPA officials	No	600
2	Transfer requisition pad carbonized (1 set 6 sheets, 1 pad 25 sets)	Pad	100
3	Requisition pad carbonized (1 set 6 sheets 1 pad 25 sets)	Pad	500
4	Staff payment sheet small size bill and all	Pad	250
5	DRR Pads	Pad	200
6	Books standard balance	Pad	100
7	In ward register book	Book	100
8	Out ward register book	Book	100
9	Interview pass	Pad	100
10	Accident report	Pad	100
11	Memo pad white	Pad	100
12	Urgent slip	Pad	100
13	To be dealt with	Pad	100
14	For signature	Pad	100
15	Log book (motor vehicle)	Book	100
16	Journal entry large	Pad	100

17	Stock card	No	100
18	Endorsement sheet	Pad	100
19	28 column analysis register	No	10
20	Demand bill form	Pad	100
21	File cover for overseas indent	Pad	500
22	Gate pass out "C"	Book	100
23	File cover green	No	1200
24	File cover confidential	No	100
25	File covers folder secret (red)	No	100
26	Blue memo pad	Pad	100
27	Routing slip	Pad	100
28	Payment Voucher (to outside parties)	Pad	100
29	Staff payment vourcher	Pad	1000
30	Photocopy paper A4 80 gms imported with TPA logo imported with TPA logo	Ream	5000

LOT NO 3 : Toner and Cartridges

1	Toner cartridge C4092A	No	100
2	Toner cartridge C8061A	No	100
3	Toner cartridge C3906A	No	100
4	Toner cartridge C9723A	No	100
5	Toner cartridge C9721A	No	100
6	Toner cartridge C9722A	No	100
7	Toner cartridge C3916A	No	100
8	Toner cartridge C9702A	No	100
9	Toner cartridge C9703A	No	100
10	Toner cartridge C9700A	No	100
11	HP laser jet Q2613A	No	100
12	Toner cartridge 92298A	No	100
13	Toner cartridge Q6511A	No	100
14	Toner cartridge Q5949A	No	100
15	Toner cartridge Q5949A	No	100
16	Toner for canon 1215	No	100
17	Toner for canon NP 6317	No	100
18	Toner for canon NP 2205	No	100

19	Toner cartridge C7115A	No	100
20	Toner for canon NPG-15	No	100
21	Cartridge C6578	No	100
22	Cartridge Q2624	No	100
23	Cartridge 9704A	No	100
25	Cartridge C6578 color	No	100
26	Toner C9730A	No	10
27	Toner C9731A	No	10
28	Toner C9732A	No	10
29	Toner C9733A	No	2
30	Minute book	No	20
31	Fax cartridge canon CL 18K Black	No	16
32	Fax cartridge canon PGI 5 BK Black	No	16
33	Fax cartridge conon CL 18Y Yellow	No	16
34	Fax cartridge canon CL18 Magenta	No	16
35	Fax cartridge canon -8C Cyan (Blue)	No	16
36	Cartridge canon IR 2016	No	20
37	Ink cartridge C5010 tri-color	No	50
38	Ink cartridge C5011 black	No	60
39	Toner cartridge Kyocera 4823 F 4D	No	20
40	Inkjet 27 black	No	30
41	Inkjet 28 color	No	30
42	Drum cartridge IR 1210	No	20
43	Cartridge Laser Jet Q7551A	No	50
44	Cartridge Laser Jet Q7553A	No	50
45	UTP cable	Roll	50
46	Cartridge Q6000A	No	50
47	Cartridge Q6001A Cyan	No	50
48	Cartridge Q6002A Yellow	No	50
49	Cartridge Q6003A Magenta	No	50
50	Cartridge Q2612A	No	50
51	Toner 78d	No	60
52	Toner for NP 3050	No	50
53	Fax cartridge canon MP 830 CL 18K Black	No	16
54	Fax cartridge canon MP 830 PGI 5 BK - Black	No	16
55	Fax cartridge canon MP 830 CL 18K Yellow	No	9

56	Fax cartridge canon MP 830 CL 18 Magenta	No	16
57	Fax cartridge canon MP 830 8C - Cyan (Blue)	No	16
58	Cartridge canon IR 2016	No	20
59	Kyocera ecosy FS 1020D cartridge	No	50
60	Toner cartridge CEXV-7	No	50
61	Ink cartridge BCI-11 black	No	20
62	Ink cartridge BCI-11 color	No	20
63	HP cartridge 45 black	No	20
64	Oki ribbon No. 4410	No	20
65	HP cartridge C6578 color	No	400
66	Priport ink VT 600	Tube	50
67	Priport master VI - VII	Box	50
68	Cartridge TK 500k	No	20
69	Cartridge TK 500c	No	20
70	Cartridge TK 500m	No	20
71	Cartridge TK 500y	No	20
72	Drum unit for canon 3050	No	10
73	Drum unit for canon 6216	No	10
74	Drum unit for canon 6317	No	20
75	Drum unit for canon 6320	No	10
76	Ink for fax machine KX-FL 502	No	50
77	Toner cartridge 4100/4100N/TN	No	20
78	Ink for rubber stamp	BTL	50
79	Canon BC 1-21 black cartridge	No	20
80	Canon BC 1-21 color cartridge	No	20
81	Inkjet 56 black cartridge	No	50
82	Inkjet 57 color cartridge	No	50
83	Canon BX-2 cartridge	No	50
84	Canon BC-02 cartridge	No	50
85	Fax film for Panasonic KX FL 302	No	50
86	Fax film No KX FA 136	No	20
87	Cartridge HP LaserJet CE505A	No	20
88	Cartridges CB 540A Black	No	25
89	Cartridges CB 541 CYAN	No	25
90	Cartridges CB 142 YELLOW	No	25
91	Cartridges CB 143 MAGENTA	No	25

92	Toner TK 550K BLACK for Kyocera Printer	No	20
93	Toner TK 550K MAGENTA for Kyocera Printer	No	20
94	Toner TK 550K YELLOW for Kyocera Printer	No	20
95	Toner TK 550K CYAN for Kyocera Printer	No	20
96	Cartridge Off. Jet 920 XL BLACK	No	20
97	Canon PIXMA 8 M	No	15
98	Canon PIXMA 8 C	No	15
99	Canon PIXMA 8 Y	No	15
100	Canon PIXMA 8 PM	No	15
101	Canon PG BK 1-5 INK YELLOW	No	15
102	Canon PG BK 1-5 INK CYAN	No	15
103	Canon PG BK 1-5 INK RED	No	15
104	Canon PG BK 1-5 INK BLACK	No	15
105	Black Toner Cartridge CE2704	No	15
106	HP Cyan Toner Cartridge CE271A	No	15
107	HP Cyan Toner Cartridge CE272A	No	15
108	HP Cyan Toner Cartridge CE273A	No	15
109	Cartridge CB 542 A YELLOW	No	10
110	Cartridge CB 543 A Magenta	No	10
111	Cartridge HP CD 871 H	No	10
112	Cartridge HP C 9339 H	No	10
113	Cartridge HP C 93340 H	No	10
114	Cartridge HP C 93341 H	No	10
115	Cartridge HP C 9357 H	No	10
116	Cartridge HP C 9358 H	No	10
117	Tally Ribbons T 6215	No	20
118	Hp Black 129 Cartridge C9364 H	No	10
119	Hp TRI –Color Cartridge 135 C8766	No	10

120	Cartridge No CC 656 Tri - Color	No	10
121	Cartridge No CC 653 Black	No	10
122	Cartridge Black 28 HPC 8728a	No	10
123	Cartridge Black 27 HPC 8727a	No	10
124	Cartridge 56 Black	No	15
125	Cartridge No TK 500 Yellow	No	15
126	Cartridge No TK 500 CYN	No	15
127	Cartridge No TK 500Magenta	No	15
128	Cartridge No TK 500 Black	No	15

LOT NO 4: SUPPLY OF COMPUTER STATIONERY

1	Computer Stationery 1 part with TPA Logo	CTN	1000
2	Computer Stationery 2 part with TPA Logo	CTN	500
3	Computer Stationery 2 part with TPA Logo	CTN	500
4	Computer Stationery pay slip	CTN	500

Section VII: Sample Forms

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1. Tender Form and Price Schedules

(To be completed by the tenderer) 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 tenderers, in more than one tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Tanzania Ports Authority 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. Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (Tshs.)
	Total Amount for Supply of Goods excluding VAT				
	Add VAT				
	Total Amount for Supply of Goods (including VAT) Goods to supplied to TPA HQ and/or Dar es Salaam port store				

Total Amount in Tshs.(in words)	*[insert Total Amount for Supply of Goods, excluding VAT]*
The delivery period offered is:	*[insert number]* days/weeks/months from date of LPO

Name …….. in the capacity of …….

Signature of Tenderer _____

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

Dated on ……. day of ……. 20……

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

3. (a) Tender Security Form

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

Whereas_____ *[name of the Tenderer]* (hereinafter called "the Tenderer") 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 Tenderer

   (a) withdraws its Tender during the period of Tender validity specified by the Tenderer 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 Tenderers; or

2. If the Tenderer, 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 Tenderers;

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…….

3 (b) Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated .]

Date: *[insert **date** (as day, month and year)]*
Bid No.: *[insert **number of bidding process**]*
Alternative No.: *[insert **identification No if this is a Bid for an alternative**]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Five (5) years** starting on *[insert **date**]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

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

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

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

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

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

4. 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 Tenderer;
(b) The Purchaser's Notification of Award;
(c) The Tenderer's acknowledge of Award;
(d) The bid Form and Price Schedule submitted by the tenderer;
(e) The Technical Specifications;
(f) The General Conditions of Contract;
(g) The Special Conditions of Contract
(h) The Performance Security Form;

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: _____

5. MEMORANDUM (Format 1)

(Regulation 100(2) 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

This company _____*(name of company)* places importance on competitive bidding taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

6. 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]