



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER**



**TABORA WATER SUPPLY AND SANITATION AUTHORITY
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TENDERING DOCUMENT

NATIONAL COMPETITIVE TENDERING

TENDER NO: AE/047/HQ/2022-23/G/11

FOR

**SUPPLY OF WATER PIPES AND FITTINGS AT TUWASA IN
TABORA REGION**

July, 2022

SECTION I: INVITATION FOR TENDERS



**THE UNITED REPUBLIC OF
TANZANIA
MINISTRY OF WATER**

TABORA WATER SUPPLY AND SANITATION AUTHORITY

Tender No.AE/047/2022-2023/G/11

for

SUPPLY OF WATER PIPES AND FITTINGS

Invitation for Tenders

Date:22/07/2022

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in Tanzania National Electronic Procurement System (TANePS) dated **11th July,2022**.
2. The Government of Tanzania has set aside funds for the operation of the **Tabora Water Supply and Sanitation Authority** during the financial year **2022/2023**. 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 Water Pipes and Fittings**.
3. The **Tabora Water Supply and Sanitation Authority** now invites tenders from eligible Suppliers of Water Pipes and Fittings.
4. Tendering will be conducted through the **National Competitive Tendering** method specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 as amended in 2016, and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the tendering document through TANePS. A complete set of tendering document(s) in **English** may be accessed through TANePS.
6. Tenderers are required to register on the TANePS and pay tender participation fee indicated in the TANePS to be able to participate in this tendering process.

7. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.
8. All tenders must be properly filled in and submitted through TANEPS at or before **05th August, 2022**. Tenders will be opened promptly thereafter through TANEPS. Tender opening details will be available to the public through TANEPS.
9. Tenders not received through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

**MANAGING DIRECTOR
TUWASA**

SECTION II: INSTRUCTION TO TENDERERS (ITT)

Instruction to Tenderers to be used for this Tender shall be the Instructions to Tenderers (ITT) for the Standard Tender Document for Procurement of General Goods under International and National Competitive Methods prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.

SECTION III: TENDER DATA SHEET (TDS)

Tender Data Sheet (TDS)

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

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
A. Introduction			
1.	Name of Procuring Entity	1.1 & 2.1	Tabora Water Supply and Sanitation Authority(TUWASA)
2.	Subject of Procurement	1.1	Supply of Water Pipes and Fittings at TUWASA in Tabora Region
3.	Period for supply of goods	1.1	Period of Contract 2022/2023
4.	Commencement date and Contract duration:	1.1	Contract will Commence on August, 2022 for the duration until 30th June 2023 .
5.	Method of procurement	1.2	National Competitive Tendering
6.	Financial Year	2.1	Financial Year 2022/2023
7.	Name of the Project	2.1	Supply of Water Pipes and Fittings at TUWASA in Tabora Region
8.	Financing Institution	2.1 & 2.2	Tabora Water Supply and Sanitation Authority(TUWASA)
9.	Name and Identification number of tender	2.1	Supply of Water Pipes and Fittings at TUWASA in Tabora Region (AE/047/2022-23/G/11)
10.	Eligible Tenderers	3.1	Eligible Tenderers: All Country
11.	Number of JVCA Members	3.2	Maximum number of members in the joint venture, consortium or association: None
12.	Manufacturer's Authorization	4.6	Authorization by Manufacturer: Required

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
B. Preparation of Tenders			
13.	Language of the Tender	10.1	The Language of all correspondences and documents related to the Tender is: English
14.	Samples	11.1(b)	Form of sample(s) to be submitted with the Tender are: Not Applicable
15.	Additional Documents to be Submitted	11.1 (h)	<p>In addition to the documents stated in ITT Clause 11, the following documents must be included with the Tender</p> <p>i. Registration certificate which shows legal status of the Business: -</p> <p style="padding-left: 40px;">a) Company Registration Certificate [Certificate of Incorporation]; AND a duly certified extract of List of Directors of the Respective Company's Memorandum and Articles of Association.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">b) Business name registration certificate AND extract from register;</p> <p>ii. Valid and Relevant Trading Business License.</p> <p>iii. TIN certificate ,</p> <p>iv. VAT certificate and</p> <p>v. Tax clearance Form</p> <p>vi. Properly filled Bid securing Declaration in the format provided;</p> <p>vii. Notarized Power of attorney in acceptable format (should clearly show the person giving the power and the person receiving the power) will be registered during contract signing</p> <p>viii. Declaration of Anti-Bribery Policy (Integrity) in the format provided</p> <p>ix. The bidders shall furnish documentary evidence to demonstrate that it meets the following experience requirements:</p> <p>a. For Lot 1 Supply of Water Pipes:- The Bidder must be the Manufacturer of Water Pipes with at least 2 years' experience in manufacturing and supply of Water Pipes.</p> <p>b. For Lot 2 Supply of Water Pipes Fittings:- The bidder must have at least 2 years' experience in Supply of Water Pipes Fittings.</p>
16.	Submission Of Samples	11.2 (a)(iii)	<p>Samples shall be submitted on: Not Applicable</p> <p>Place of Sample Submitted: Not Applicable</p>
17.	Characteristics of a Sample	11.2 (a)(iv)	Characteristics As per Specifications

18.	Other Procurement Specific Documentation	12.3 (c)	<p>Other procurement specific documentation requirements are:</p> <ul style="list-style-type: none"> i. The Tenderer is required to include with its Tender, documentation from the manufacturer of the goods, that it has been duly authorized to supply, in the United Republic of Tanzania, the goods indicated in its Tender. ii. Bidder must submit copies of certified bank statement covering the period of 12 months ending one month before the deadline for submission of bids. iii. Bidders must provide Certified Audited Financial Reports of the last three years
19.	Spare Parts	12.4	Spare parts Not Required
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	<p>For goods manufactured from within the United Republic of Tanzania the price quoted shall:-</p> <ul style="list-style-type: none"> i. Include taxes, inland transport cost; loading and offloading charge, incidental cost and any other related costs with respect to the delivery point. ii. The procuring entity shall not bear any additional cost or charge or fee rather than unit price quoted and awarded to the bidder;
21.	Price for Goods from Abroad	15.8 (a) (i) & 15.7 (a)	<p>For goods offered from abroad the price quoted shall be:</p> <ul style="list-style-type: none"> i. Include taxes, inland transport cost; loading and offloading charge, incidental cost and any other related costs with respect to the delivery point. ii. The procuring entity shall not bear any additional cost or charge or fee rather than unit price quoted and awarded to the bidder;

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
22.	Fixation of Price	15.9	The prices shall be FIXED .
23.	Fixed Tender Budget	15.11	Tendered is under National Competitive Tendering Not on Fixed Budget Method
24.	Tender validity Period	17.1	The Tender validity period shall be: 120 days
25.	Amount and Currency of Tender Security	18.1	Tender Securing Declaration is applicable: Yes
26.	Form of Tender Security	18.3	The Tender Security shall be in the form of Tender Securing Declaration
27.	Other Forms of Tender Security	18.3 (c)	Other forms of security are: Not Applicable
28.	Alternative Tenders	19.1	Alternative Tenders to the requirements of the tendering documents will Not be permitted
29.	Alternative Completion Time	19.2	Alternative time for delivery Not applicable
30.	Technical Alternatives	19.3	Technical Alternatives: Not Allowed
31.	Tender authorization documents	20.2	Authorization document(s) shall be duly notarized Power of Attorney in a form provided in Section V of Tendering Forms

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
E. Opening and Evaluation of Tenders			
32.	Clarification of Tenders	27.2	Means of communication through which Tenderer shall respond to request for clarification during evaluation of tenders: Tabora Water Supply and Sanitation Authority(TUWASA) P.O.Box 147 Tabora Email:maji@tuwasa.go.tz
33.	Other Factors for Evaluation	32.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section IV, Qualification and Evaluation Criteria [refer to Section IV, Qualification and Evaluation Criteria; insert complementary details if necessary] (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) The cost of major replacement components, mandatory spare parts, and service: No (d) The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: No , (e) The projected operating and maintenance costs during the life of the equipment: No (f) The performance and productivity of the Equipment offered: Yes (The)
34.	National Preference	33.1	National Preference shall apply: No
F. Contract Award			
35.	Percentage to increase/ Decrease at Time of Award	39.1	Percentage for quantity increase or decrease is: 15%
36.	Performance Security/Performance Securing Declaration	41.1	The Performance Security shall be in the form of: Bank Guarantee or Performance Security Bond from Reputable Insurance Company.

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
37.	Form and Amount of Performance Security	41.2	The Performance Security shall be in the form of Bank Guarantee or Performance Security Bond from Reputable Insurance Company. The Performance Security shall be: 10% of the Contract Price.
38.	Advance Payment	43.1	The Advance Payment: Not Applicable
39.			
G. Review of Procurement Decisions			
40.	PPRA's Address	47.1	The Address of PPRA to submit a copy of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9 th Floor, PSPF Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz
41.	PPAA Address	49.1	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.o.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile: +255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION AND EVALUATION CRITERIA

This Section contains all the criteria that the PE shall use to evaluate a tender and qualify the Tenderers in accordance with ITT29 [Technical Evaluation] and ITT 32 [Commercial Evaluation], no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section V Tendering Forms

[The PE shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Margin of Preference (ITT 32)

1.1 If the Tendering Data Sheet so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of tender comparison, in accordance with the procedures outlined in subsequent paragraphs.

1.2 Tenders will be classified in one of three groups, as follows:

- (a) **Group A:** Tenders offering goods manufactured in the United Republic of Tanzania, for which (i) labor, raw materials, and components from within the United Republic of Tanzania account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.
- (b) **Group B:** All other tenders offering Goods manufactured in the United Republic of Tanzania.
- (c) **Group C:** Tenders offering Goods manufactured outside the United Republic of Tanzania that have been already imported or that will be imported.

1.3 To facilitate this classification by the PE, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tendering Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the PE's reclassification of the tender into its appropriate tender group.

1.4 The PE will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tender group classification to which Tenderers assigned their tenders in preparing their Form of Tenders and Price Schedules.

1.5 All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tender from Group A or Group B is the lowest, it shall be selected for the award.

1.6 If as a result of the preceding comparison, the lowest evaluated tender is a tender from Group C, all tenders from Group C shall be further compared with the lowest evaluated tender from Group A after adding to the evaluated price of goods offered in each tender from Group C, for the purpose of this further comparison only, an amount equal to 15%

(fifteen percent) of the respective CIP tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C shall be selected.

Most Advantageous Tender

The PE shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tendering document, and
- (b) the lowest evaluated cost.

2.0 Evaluation (ITT29 & 32)

2.1 Evaluation Criteria (ITT 32.6)

In evaluating the Tenders, the evaluation committee will, in addition to the Tender price quoted in accordance with **ITT 15.1**, take account of one or more of the following factors:

- a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination.
- b) delivery schedule offered in the Tender;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts, and service;
- e) the availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Tender;
- f) the projected operating and maintenance costs during the life of the equipment;
- g) the performance and productivity of the equipment offered; and/or
- h) other specific criteria indicated in the **TDS** and/or in the Technical Specifications.

2.2 For factors referred above, one or more of the following quantification methods will be applied, as detailed in the **TDS**:

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

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **TDS** will be computed for each Tender by the PE on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping

weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the PE to EXW/CIF/CIP border point price.

b) *Delivery schedule.*

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

or

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

or

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

c) *Deviation in payment schedule.*

- i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The PE may consider the alternative payment schedule offered by the selected

or

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

d) *Cost of spare parts*

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **TDS**, is

annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender price.

or

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

or

iii) The PE will estimate the cost of spare parts usage in the initial period of operation specified in the **TDS**, based on information furnished by each Tenderer, as well as on past experience of the PE or other purchasers in similar situations. Such costs shall be added to the Tender price for evaluation.

e) *Spare parts and after sales service facilities in Tanzania*

The cost to the PE of establishing the minimum service facilities and parts inventories, as outlined in the **TDS** or elsewhere in the Tendering Documents, if quoted separately, shall be added to the Tender price.

f) *Operating and maintenance costs*

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

g) *Performance and productivity of the equipment.*

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

or

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

(h) *Specific additional criteria.*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **TDS** and/or the Technical Specifications.

2.3 Multiple Contracts (ITT 32.4)

If these Tendering Documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender, is specified below and in the **TDS**.

The PE shall award multiple contracts to the Tenderer that offers the lowest evaluated combination of tenders (one contract per tender) and meets the post-qualification criteria (ITT 35.3 Post-Qualification Requirements)

The PE shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITT 15
- (b) take into account:
 - (i) the lowest-evaluated tender for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Tenderer in its tender”

2.4 Alternative Tenders (ITT 19)

An alternative if permitted under ITT 19, will be evaluated as follows:

[insert one of the following]

“A tenderer may submit an alternative tender only with a tender for the base case. The PE shall only consider the alternative tenders offered by the Tenderer whose tender for the base case was determined to be the lowest-evaluated tender.”

or

“A tenderer may submit an alternative tender with or without a tender for the base case. The PE shall consider tenders offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All tenders received, for the base case, as well as alternative tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 32.”

3. Qualification (ITT 34)

[Note to the PE: If prequalification has taken place, delete the qualification requirements Table 1 below and insert the following:]

The Tenderer shall demonstrate that it continues to meet the prequalification criteria. The Tenderer shall use the relevant forms in Section IV in case there is any update to the information that it submitted for prequalification.

Eligibility and Qualification Criteria				Compliance Requirements			Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Purchaser	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 3.8.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
2.3	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January <i>[insert year]</i> ³	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form PER-1
2.5	Compliance with Statutory Requirements	No consistent history of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements	Must meet requirement	N/A	Must meet requirement	N/A	Form PER -1
3. Financial Situation and Performance							
3.1	Financial Capabilities	The audited balance sheets or other financial statements acceptable to the Purchaser, for the last <i>[insert number]</i> years shall be submitted and must	Must meet requirement	N/A	Must meet requirement	N/A	

³ The Tenderer shall provide accurate information on the Tender Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

Eligibility and Qualification Criteria				Compliance Requirements			Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
.		<p>demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability by meeting required minimum average Financial Ratios <i>[Purchaser shall set at least 2 ratios]</i></p> <ul style="list-style-type: none"> • <i>Current Ratio (CA/CL) = [insert figure] (A ratio of 1.0 or greater is generally acceptable)</i> • <i>Debt to Equity Ratio (TL/NW) = [insert figure]</i> • <i>Return on Assets-ROA (PBT/TA) = [insert figure]</i> 					
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of Goods of TZS <i>[insert amount in TZS equivalent in words and figures]</i> , calculated as total certified payments received for contracts in progress and/or completed during the last three years. <i>[Insert a figure which is at least five times the estimated contract amount]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2
3.3	Current	The Tenderer shall also	Must meet	Must meet	N/A	N/A	Form FIN 3.3

Eligibility and Qualification Criteria				Compliance Requirements			Documen- tation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Commitments	demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	requirement	requirement			
4. Experience							
4.1	General Experience	Experience in supply of Relevant Goods for at least the last three years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP -1

SECTION V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Tender.

Form Name	Description	Check if Submitted with the Tender	
		Yes	No
	Form of Tender		
	Special Power of Attorney		
Form EL-1.1	Tenderer Information Form		
Form EL-1.2	Tenderer's JV Members Information Form		
Form FIN – 3.1	Financial Situation and Performance		
Form FIN - 3.2	Average Annual Turnover (Annual Sales Value)		
Form FIN -3.3	Current Contract Commitments / Contracts in Progress Form		
Form- EXP-1	Experience		
Form- PER 1	Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements		
Price Schedule Forms			
	Price Schedule for Goods Offered from Abroad to be imported		
	Price Schedule for Goods Manufactured outside the Country, Already imported		
	Price Schedule for Domestic Goods Offered from within the United Republic of Tanzania		
	List of Related Services and Completion Schedule		
	Tender Security(Bank Guarantee)		
	Tender Security (Insurance Bond)		
	Tender Securing Declaration		
	Manufacturer's Authorization		
	Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme		

Form of Tender

Date: *[insert date of Tender]*

[PE specify: "IFT No.: [specify number]"

[Insert: name of Contract]

To: **[PE: insert Name and address of PE]**

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* 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 declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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 specified in ITT 17.1, 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 Government of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

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

Name and address of agent Or recipient	Amount and currency	Purpose of Commission or gratuities

(if none state "none")

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

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Special Power of Attorney⁵

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned [*insert name of the Donor*] being [*insert designation*] of [*insert name of the company*] of [*insert company address*] having its registered office at [*insert physical address of company*];

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT I [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*], do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] that is to say;

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

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

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

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

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

.....

⁵ **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

SIGNED AND DELIVERED by the said
[insert name of Donor] Identified to me
by **[insert name]**
The latter being known to me personally



this [insert date, month and year]

.....

**DONOR
BEFORE ME:**

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Acknowledgement

I [insert name of Donee] doth hereby acknowledge and accept to be Attorney of the said
[insert name of the company/donor] under the Terms and Conditions contained in this Power
of Attorney and I promise to perform and discharge my duties as the lawfully appointed
Attorney faithfully and honestly.

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



.....

DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Form ELI -1.1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

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

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JVCA, legal name of each member: <i>[insert legal name of each member in JVCA]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.6. <input type="checkbox"/> In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT3.9 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not dependent agency of the PE
2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2- Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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

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

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

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JVCA Member's name: <i>[insert JVCA's Member legal name]</i>
3. Tenderer's JVCA Member's country of registration: <i>[insert JVCA's Member country of registration]</i>
4. Tenderer's JVCA Member's year of registration: <i>[insert JVCA's Member year of registration]</i>
5. Tenderer's JVCA Member's legal address in country of registration: <i>[insert JVCA's Member legal address in country of registration]</i>
6. Tenderer's JVCA Member's authorized representative information Name: <i>[insert name of JVCA's Member authorized representative]</i> Address: <i>[insert address of JVCA's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JVCA's Member authorized representative]</i> Email Address: <i>[insert email address of JVCA's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT3.6. <input type="checkbox"/> In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT3.9. 2. Included are the organizational chart, a list of Board of Directors.

Form FIN – 3.1 Financial Situation and Performance

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous - <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, TZS equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for *[number]* years pursuant Section IV, Qualifications and Evaluation Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements⁶ for the *[number]* years required above; and complying with the requirements

⁶If the most recent set of financial statements is for a period earlier than 12 months from the date of Tendering, the reason for this should be justified.

Form FIN - 3.2 Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	Amount Currency	Exchange rate	TZS equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

* Total TZS equivalent for all years divided by the total number of years.

Form FIN-3
Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Purchaser Contact Information <i>[insert address, telephone, fax, e-mail address]</i>
3. Value of outstanding contracts <i>[current TZS equivalent]</i>
4. Estimated delivery date
5. Average monthly invoices over the last six months (TZS/mon.)

Form- EXP-1 Experience

Contracts over <i>[insert amount]</i> during the last three years:					
Purchaser	Value	Year	Goods/Services Destination	Supplied	Country of

Form- PER 1

Historical Contract Non-Performance, Pending Litigation and Litigation History and Conformance to Statutory Requirements

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section IV Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and TZS equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
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- No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.
- Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), TZS Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Tenderer or any member of a joint venture.]y</i>	<i>[insert amount]</i>

<input type="checkbox"/> Proof of Payment of Taxes since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5 <input type="checkbox"/> Proof of Payment of Social Security Contributions since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5. <input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.	
Payment of Taxes	<i>[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.</i>
Social Security Contributions	<i>[Provide a certified copy of Social Security Contributions for the specified Period]</i>

History of Employment Related Cases	<ol style="list-style-type: none"><li data-bbox="651 185 1458 293">1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i><li data-bbox="651 309 1458 392">2. <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>
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Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the PE in the Schedule of Requirements.]*



1. Price Schedules for Goods and Related Services Offered from Abroad

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ³	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total								

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

2. Price Schedule: Goods Manufactured Outside United Republic of Tanzania, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 15.6a	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6b, [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6 (Col. 5 8)	Price per line item for inland transportation and other services required in Tanzania to convey the goods to their final destination, as specified in TDS in accordance with ITT 15.6 (c)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Tanzania]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>

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

Total Tender Price	
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3. Price Schedule for Domestic Goods Manufactured within the United Republic of Tanzania

Name of Tenderer Tender Number Page of

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ¹ EXW per item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services ³	Cost of local labor, raw material, and components from United Republic of Tanzania % of Col. 5 ²	Sales and other taxes payable if Contract is awarded (in accordance with ITT 15.6	Total Price per line item (Col. 6 + 7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>[insert number of the item]</i>
								Total	

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

4. List of Related Services and Completion Schedule

[This table shall be filled in by the PE. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

Form of Tender Security (Bank Guarantee)

To: [name of the PE]

Whereas [name of the Tenderer] (hereinafter called "the Tenderer") has submitted its Tender dated [date of submission of Tender] for the supply of [name and/or description of the goods] (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE[name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PE] (hereinafter called "the Purchaser") in the sum of [amount] for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors, and assignees by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) _____ has withdrawn or modified the Tender during the period of tender validity specified in the Form of Tender;

(b) Disagrees to arithmetical correction made to the tender price; or

(c) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fails to sign the contract if required by PE to do so or (ii) fails or refuses to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

2. 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 twenty eight (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 day of 20

Form of Tender Security (Tender Bond)

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called "the Principal"), and _____, authorized to transact business in _____, as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____ as Obligee (hereinafter called "the Purchaser") in the sum of _____ (_____), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Purchaser dated the ___ day of _____, 20___, for the construction of _____ (hereinafter called the "Tender").

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

- (a) withdraws its Tender prior to the Tender validity expiry date set forth in the Form of Tender, or any extended date provided by the Tenderer; or
- (b) refuses to accept the correction of its Tender by the Purchaser pursuant to **ITT**
- (c) having been notified of the acceptance of its Tender by the Purchaser prior to the expiry date of the Tender validity or any extension thereto provided by the Tenderer; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity set forth in the Form of Tender or any extension thereto provided by the Tenderer.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20__.

Principal:

(Signature)

(Printed name and title)

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

Tender Securing Declaration

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

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

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

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

To: *[insert complete name of PE]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender; or
- (c) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (30) days after the expiration of our Tender.

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

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

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

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

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

Manufacturer's Authorization

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

Tender No.: *[insert Tender Number and Particulars]*

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

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorize *[insert complete name of Tenderer]* to submit a tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorization]*

Duly authorized to sign the Manufacturer's Authorization for and on behalf of:
[insert complete name of Manufacturer]

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

Note: *The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS.]*

Form INTEG- Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme

Each Tenderer must submit a statement, as part of the tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

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

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

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁷.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁷Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice 446 of 2013)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached⁸ -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

⁸Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

SECTION VI: ELIGIBLE COUNTRIES

Tender No.:*[insert Tender Number and Particulars]*

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.
-

SECTION VII: SCHEDULE OF REQUIREMENTS



1. List of Goods and Related Services

SUPPLY OF WATER PIPES (LOT ONE)

Tender No.: AE/047/2022-2023/G/11/01

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1	PVC Pipes DN 160 (6") PN 10 Complete with Rubber	1000	m
2	PVC Pipes DN 110 (4") PN 10 Complete with Rubber	1000	m
3	PVC Pipes DN 110 (4") PN 12.5 Complete with Rubber	10000	m
4	PVC Pipes DN 90 (3") PN 12.5 Complete with Rubber	32000	m
5	PVC Pipes DN 75 2 ½" PN 12.5 Complete with Rubber	1000	m
6	HDPE Pipes pipe DN 63 (2") PN 12.5	6000	m
7	HDPE Pipes DN 50(1½") PN 12.5	20000	m
8	HDPE Pipes DN 40 (1¼") PN 12.5	500	m
9	HDPE Pipes DN 32 (1") PN 12.5	500	m
10	HDPE Pipes DN 25 (¾") PN 12.5	175000	m
11	Rubber for PVC Pipes 6"	175	pc
12	Rubber for PVC Pipes 4"	2000	pc
13	Rubber for PVC Pipes 3"	5520	pc
14	Rubber for PVC Pipes 2 ½"	175	pc

The attached commodity specific conditions will form an integral part of any resulting contract.

SUPPLY OF WATER PIPES FITTINGS (LOT TWO)
Tender No.: AE/047/2022-2023/G/11/02

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1	Male connector DN 25	21000	PCs
2	Male connector DN 32, PN 16	100	PCs
3	Male connector DN 63, PN 16	40	PCs
4	Male connector DN 50, PN 16	150	PCs
5	Coupling DN 25, PN 12	10000	PCs
6	Coupling DN 50, PN 16	270	PCs
7	Coupling DN 63, PN 16	70	PCs
8	R-socket DN 25x15	7000	PCs
9	R-socket DN 50x32, PN 16	200	PCs
10	R-socket DN 63x50, PN 16	100	PCs
11	R-socket DN 63x32, PN 16	200	PCs
12	Elbow DN 25	21000	PCs
13	Bib cock DN 25	4000	PCs
14	Nipple DN 25	4000	PCs
15	Nipple DN 32, PN 16	20	PCs
16	Nipple DN 50, PN 16	40	PCs
17	Nipple DN 63, PN 16	30	PCs
18	Gate valve DN 25	8000	PCs
19	Gate valve DN 32, PN 16	30	PCs
20	Gate valve DN 50, PN 16	50	PCs
21	Gate valve DN 63, PN 16	50	PCs
22	Gate valve DN 80, PN 16	10	PCs
23	R-Bush DN 32x25	50	PCs
24	Tee connector DN 32x 32, PN 16	100	PCs
25	Saddle clamp DN 40x 25, PN 16	20	PCs
26	Saddle clamp DN 50x 25, PN 16	400	PCs
27	Saddle clamp DN 50 x 32, PN 16	20	PCs
28	Saddle clamp DN 63 x 25, PN 16	700	PCs
29	Saddle clamp DN 63x50, PN 16	5	PCs
30	Saddle clamp DN 75 x 25, PN 16	700	PCs
31	Saddle clamp DN 75 x 63, PN 16	10	PCs
32	Saddle clamp DN 90 x 25, PN 16	700	PCs
33	Saddle clamp DN 90 x 63, PN 16	10	PCs
34	Saddle clamp DN 110 x 25, PN 16	500	PCs
35	Saddle clamp DN 110x50, PN 16	10	PCs
36	Saddle clamp DN 160x50, PN 16	10	PCs
37	Saddle clamp DN 110x63, PN 16	10	PCs
38	Saddle clamp DN 160 x 63, PN 16	10	PCs
39	Taper DN 200x160, PN 16	1	PCs
40	Taper DN 160x110, PN 16	10	PCs
41	Taper DN 75x90, PN 16	10	PCs

42	Sluice valve DN 160, PN 16	5	PCs
43	Sluice valve DN 110, PN 16	30	PCs
44	Sluice valve DN 90, PN 16	20	PCs
45	Air valve DN 50, PN 16	10	PCs
46	Fire hydrant DN 100, PN 16	1	PCs
47	T-Flanged DN160x80x160, PN 16	5	PCs
48	T-Flanged DN160x50x160, PN 16	1	PCs
49	T-Flanged DN 200x90x200	5	PCs
50	T-Flanged DN 110x110x110, PN 16	5	PCs
51	T-Flanged DN 110x80x110, PN 16	5	PCs
52	T-Flanged DN 110x50x110, PN 16	0	PCs
53	T-Flanged DN 90x90x90, PN 16	5	PCs
54	Blank flange DN 90	10	PCs
55	Tee female DN 50, PN 16	30	PCs
56	Flange adapter DN 200, PN 16	20	PCs
57	Flange adapter DN 160, PN 16	20	PCs
58	Flange adapter DN 110, PN 16	50	PCs
59	Female adaptor DN 90, PN 16	10	PCs
60	Female adaptor DN 75, PN 16	20	PCs
61	Socketed Bend 120° DN 160, PN 16	1	PCs
62	Socketed Bend 45° DN 160, PN 16	1	PCs
63	Socketed Bend 45° DN 110, PN 16	1	PCs
64	Plain socket DN 32, PN 16	1	PCs
65	Plug DN 32, PN 16	5	PCs
66	GS pipe DN 63, PN 16	5	PCs
67	Cutting disc	100	PCs
68	Rubber Gasket sheet	10	Sheet
69	Bolts and nuts (size 24)	2000	PCs
70	Rublicating Grease	50	kg

TECHNICAL SPECIFICATION FOR WATER PIPES

SUPPLY OF WATER PIPES (LOT ONE)

Tender No.: AE/047/2022-2023/G/11/01

Bidders Must State Compliance or Non Compliance of the Technical Specifications in front of each specification (*Bidders Must Fill the Bracket by state either You Comply or Not Comply*)

1. TECHNICAL SPECIFICATION FOR POLY PIPES

1.1 Scope

This document includes the technical specification of High Density Polyethylene (HDPE) pipes of Nominal sizes of ¾”, 1”, 1 ½”, 2” and 3”. The HDPE pipes purchased are in accordance with ISO 4427-1 standards. []

1.2 Poly Pipe Materials

- a) HDPE are solid materials that contain one or more polymeric substances which can be shaped by flow. Polymers, the basic ingredient of plastics, compose a broad class of materials that include natural and synthetic polymers. That is to say, HDPE are made of polymers. HDPE consists of PE resin combined with colorants, stabilizers, anti-oxidants or other ingredients required to protect and enhance properties during fabrication and service. []
- b) High quality HDPE compounds suitable for water pipe manufacture are produced by combining all the necessary additives with the polymer powder in a very controlled manner. The additives protect the polymer from degradation during manufacture and its service lifetime. []
- c) The granules (polymers) that are used to fabricate the world class Plastic Recycled HDPE should have stronger intermolecular forces, high tensile strength and resistivity towards temperature. These HDPE granules are widely used in film grade, molding grade and blowing grade. []

See a figure below that shows Grade I granules (*Please print in color*)



1.3 Size, Weight, Working Pressure, Class, Thickness and Length []

Diameter Nominal	Nominal Pipe Size	Outside Diameter	Weight	Pressure Nominal	Class	Thickness	Length
DN	NPS	OD	W	PN			
(mm)	(inches)	(mm)	(kg)	(psi)		(mm)	(mm)
20.4	¾"	30	58.95	200	D	4.5	150
25.5	1"	37	92.55	200	D	5.7	150
36.9	1 ½"	51	144.15	200	D	7.1	150
46.1	2"	64	226.5	200	D	8.9	150
67.9	3"	89	107	200	D	10.6	50

1.6 Storage, Handling and Transportation

- a) The storage area should provide adequate protection against physical damage to components. It should be large enough to accommodate piping components as well as allow handling equipment to move about freely. The storage area should have a relatively smooth, level surface free of stones, debris or other materials that could damage the pipe or fittings. []
- b) Where adequate ground conditions do not exist or when a bed cannot be prepared, the pipe may be placed on planking. The planking should be evenly spaced along the pipe length. []
- c) When pipes of variable wall thickness are received, it is recommended that the pipe be segregated into piles, each pile containing a single size and pressure rating to minimize confusion at a later date. The thickest pipe should always be stored at the bottom of the pile. Furthermore, the pile should be constructed in a pyramidal, freestanding manner, with each successive layer having one less pipe than the layer below. The bottom layer should be braced to prevent movement []

- d) Since black HDPE pipe generally contains greater than 2% carbon black, it will resist damage from sunlight. Colored products are compounded with antioxidants, thermal stabilizers and UV stabilizers. Expansion and contraction caused by uneven heating in the sun may cause the pipe to bow if not restrained by racks. This does not damage the pipe but may be inconvenient when the pipe is taken out of storage for installation. []

1.7 Marking

The following information should appear on all HDPE pipe: []

- Specification Number
- Nominal pipe size
- Pressure class
- The designation
- Manufacturer's trade name or trade mark
- Batch identification number that provide traceability of the product, with the date and time of manufacture

2. TECHNICAL SPECIFICATIONS FOR PVC PIPES

2.1 Scope

This document includes the technical specification of Polyvinyl Chloride (PVC) pipes of outside diameters 110 mm, 160 mm, 200 mm and 250 mm. The PVC pipes purchased are in accordance with ISO 4422-2 and BS 3505 standards

[]

2.2 PVC Materials

PVC is Polyvinyl Chloride, a thermoplastic material that can be melted again and again. These materials can be heated to a certain temperature and will harden again as they cool. Being made of tasteless and odorless material, PVC pipes remains neutral to all types of water. The PVC can be rigid or flexible, colored or clear. To modify the disadvantage of PVC being unstable when exposed to visible light or UV, antioxidants are added. Some other additives comprise []

ADDITIVES	PROPERTIES ACHIEVED
Anti-oxidants & other stabilizer	Slow down the rate at which the polymer will be degraded by oxygen, heat, visible light or UV radiations
Flame retardants	Reduce flammability of plastic
Plasticizers	To produce flexible and manageable plastic
Impact Modifier	To absorb shock without range
Fillers	Inexpensive, inert materials that simply add bulk to the plastic

2.3 Size, Weight, Working Pressure, Class, Thickness and Length []

Diameter Nominal	Nominal Pipe Size	Outside Diameter	Weight	Pressure Nominal	Class	Thickness	Length
DN	NPS	OD	W	PN			
(mm)	(inches)	(mm)	(kg)	(bar)		(mm)	(mm)
100	4	110	15.67	12	D	5.1	6000
146	6	160	33.1	12	D	7.4	6000
182	8	200	51.62	12	D	9.2	6000
227	10	250	81.12	12	D	11.5	6000

2.4 Rubber Ring Joints

Ensure that the spigot and socket are free from dust, grit, grease and as dry as possible. Insert pipe into the socket without seal ring in place and mark pipe when it is full inserted. []

2.5 Storage, Handling and Transportation

- a. PVC pipes are strong yet light, their specific gravity being approximately one-fifth of Cast Iron. As a result, these pipes are more easily handled than their metal counterparts. Reasonable care, however, should be used at all times. Since the soundness of any joint depends on the condition of the spigot and the socket, special care must be taken in transit, handling and storage to avoid damage to the ends []
- b. When loading pipes on to the vehicle, care must be taken to avoid their coming into contact with any sharp corners such as cope irons, loose nail-heads, etc., as pipes may be damaged by being rubbed against these during transit.
- c. Whilst in transit pipes shall be well secured over their entire length and not allowed to project unsecured over the tailboard of the lorry. []
- d. When off-loading, pipes should be lowered, not dropped to the ground. Pipes may be off-loaded from Lorries by rolling them gently down timbers, care being taken to ensure that pipes do not fall one upon another, nor on to any hard or uneven surfaces. []

2.6 Marking

The following information should appear on all **PVC** pipe:

- Specification Number
- Nominal pipe size
- Pressure class
- The designation
- Manufacturer's trade name or trade mark
- Batch identification number that provide traceability of the product, with the date and time of manufacture []

Bidders Must State Compliance or Non Compliance of the Technical Specifications in front of each specification (Fill the Bracket by state either You Comply or Not Comply)

3. Specification and Compliance Sheet

SUPPLY OF WATER PIPES FITTINGS (LOT TWO)

Tender No.: AE/047/2022-2023/G/11/02

Column B states the minimum technical specification of the item(s) required by the PE.

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification Required Including Applicable Standards	Compliance of Specification Offered	Technical literature on Specification Offered in column C
A	B	C	D
1	Male connector DN 25		
2	Male connector DN 32, PN 16		
3	Male connector DN 63, PN 16		
4	Male connector DN 50, PN 16		
5	Coupling DN 25, PN 12		
6	Coupling DN 50, PN 16		
7	Coupling DN 63, PN 16		
8	R-socket DN 25x15 GS		
9	R-socket DN 50x32, PN 16 GS		
10	R-socket DN 63x50, PN 16 GS		
11	R-socket DN 63x32, PN 16 GS		
12	Elbow DN 25 GS		
13	Bib cock DN 25		
14	Nipple DN 25 GS		
15	Nipple DN 32, PN 16 GS		
16	Nipple DN 50, PN 16 GS		
17	Nipple DN 63, PN 16 GS		
18	Gate valve DN 25		
19	Gate valve DN 32, PN 16		
20	Gate valve DN 50, PN 16		
21	Gate valve DN 63, PN 16		
22	Gate valve DN 80, PN 16		
23	R-Bush DN 32x25 GS		
24	Tee connector DN 32x 32, PN 16		
25	Saddle clamp DN 40x 25, PN 16		
26	Saddle clamp DN 50x 25, PN 16		
27	Saddle clamp DN 50 x 32, PN 16		
28	Saddle clamp DN 63 x 25, PN 16		
29	Saddle clamp DN 63x50, PN 16		

30	Saddle clamp DN 75 x 25, PN 16		
31	Saddle clamp DN 75 x 63, PN 16		
32	Saddle clamp DN 90 x 25, PN 16		
33	Saddle clamp DN 90 x 63, PN 16		
34	Saddle clamp DN 110 x 25, PN 16		
35	Saddle clamp DN 110x50, PN 16		
36	Saddle clamp DN 160x50, PN 16		
37	Saddle clamp DN 110x63, PN 16		
38	Saddle clamp DN 160 x 63, PN 16		
39	Taper DN 200x160, PN 16		
40	Taper DN 160x110, PN 16		
41	Taper DN 75x90, PN 16		
42	Sluice valve DN 160, PN 16		
43	Sluice valve DN 110, PN 16		
44	Sluice valve DN 90, PN 16		
45	Air valve DN 50, PN 16		
46	Fire hydrant DN 100, PN 16		
47	T-Flanged DN160x80x160, PN 16		
48	T-Flanged DN160x50x160, PN 16		
49	T-Flanged DN 200x90x200		
50	T-Flanged DN 110x110x110, PN 16		
51	T-Flanged DN 110x80x110, PN 16		
52	T-Flanged DN 110x50x110, PN 16		
53	T-Flanged DN 90x90x90, PN 16		
54	Blank flange DN 90		
55	Tee female DN 50, PN 16		
56	Flange adapter DN 200, PN 16		
57	Flange adapter DN 160, PN 16		
58	Flange adapter DN 110, PN 16		
59	Female adaptor DN 90, PN 16		
60	Female adaptor DN 75, PN 16		
61	Socketed Bend 120° DN 160, PN 16		
62	Socketed Bend 45° DN 160, PN 16		
63	Socketed Bend 45° DN 110, PN 16		
64	Plain socket DN 32, PN 16		
65	Plug DN 32, PN 16		
66	GS pipe DN 63, PN 16		
67	Cutting disc		
68	Rubber Gasket sheet		
69	Bolts and nuts (size 24)		
70	Rubricating Grease		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the tender will be rejected.

Tenderers are required to use column d to include technical literature to support the details provided in column c.

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract to be used for this Tender shall be the General Conditions of Contract for the Standard Tender Document for Procurement of General Goods under International and National Competitive Methods prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is National Construction Council
2.	Commencement Date	1.1(d)	The Commencement Date is: August, 2022
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: Financial year 2022/2023
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: Tabora Water Supply and Sanitation Authority (TUWASA)
5.	Name of Supplier	1.1(q)	The Supplier is: <i>[Name and address]</i>
6.	Project Name	1.1(r)	The Project name is: Supply of Water Pipes and Fittings
7.	End User	1.1(u)	The End User is Tabora Water Supply and Sanitation Authority (TUWASA)
8.	Conditions Precedent	3.1	Conditions precedent to Contract effectiveness shall be <i>[list down if any otherwise state not applicable]</i>
9.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent <i>[insert date]</i>
10.	Governing Language	4.1	The Governing Language shall be: English
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the United Republic of Tanzania
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security is applicable. In the case of Performance Security, it shall be in the form of: Bank Guarantee or Performance Security Bond from Reputable Insurance Company. The amount of Performance Security shall be. 10% of the contract Price
13.	Reduction of	10.3	After delivery and acceptance of the Goods, the

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Amount of Performance Security		performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2
14.	Required Inspections and Tests	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>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 Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org)
18.	Delivery Documents of Goods from Tanzania	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoices showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	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.

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
20.	Incidental Services	16.1	Incidental services to be provided are: N/A
21.	Spare Parts	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods or months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: One Year
24.	Payment of Goods from Abroad	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:

Ser. No Required	Information/Data	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: N/A percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: N/A percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance: N/A percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in : Tanzanian Shillings within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1 Payment	<p>for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: N/A percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: N/A percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to</p>

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> .
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be Tanzanian Shillings
28.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
29.	Liquidated Damages	26.1	Applicable rate: 0.1% per day of undelivered materials/good's value. Maximum deduction: is equal to the performance security.(10% of the Contract Price)
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be: National Construction Council Place for carrying out Arbitration: Tabora Municipal
31.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: Managing Director Tabora Water Supply and Sanitation Authority P.O.Box 147 Tabora maji@tuwasa.go.tz —Supplier's address for notice purposes:

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract

Notice of Intention to Award a Contract

[Letter head paper of the PE]

Ref. No: *[insert ref. no.]*.....

Date:

To: ***[name and address of the Contractor]***

Sub: Number *[insert No of contract]* for *[description]*

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender document. Pursuant to Section 60(3) of PPA 2011 as amended in 2016, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*.

Your tender was not considered for award of the contract due to the following reasons⁹

- 1).....
.....
- 2).....
.....
- 3).....
.....

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s)of the complaint and should be submitted to *(insert the title of Accounting Officer)* through TANePS.

We would like to thank you, for your time and efforts in preparing a response to this Tender. We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature:

Name and Title of Signatory:

Name of PE:

⁹Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

2. Letter of Acceptance

[Letter head paper of the PE]

[date]

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

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. *[insert tender number] FOR *[insert tender description]**

This is to notify you that, your tender dated *[insert date]* for execution of the *[insert Contract number and description, provided in the Special Conditions of Contract]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the Performance Securing Declaration or Performance Security¹⁰ within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable).

¹⁰Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under regional exclusive preference (i.e. not exceeding Tshs 200,000,000/- in accordance with Table D- Ninth Schedule of Public Procurement Regulations 2013 as amended in 2016)

3. Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this [*day of the month*] day of [*insert a month*], [*insert a year*]- between [*name and address of Purchaser*] (hereinafter called "the Purchaser") of the one part and [*name and address of Supplier*] (hereinafter called "the Supplier") of the other part:

[Note: *In the text below, text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one Entity, the above should be partially amended to read as follows:]*

"*[insert the name of Employer]* (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [*insert of name of entity*] and [*insert name of entity*] and [*etc.*] (hereinafter called the "Service Provider") each of which shall be jointly and severally liable to the Employer for all the Service Providers' obligations under this Contract.

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., [*insert 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 [*insert 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Tender
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Completed Schedules (including Price Schedules), and
 - (i)[Other relevant document(s): [*List any*]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a. 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.

- b. 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 their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

THE SUPPLIER

Name:

Name:

(Authorized Representative)

(Authorized Representative)

Designation:

Designation:

Signature:

Signature:

Date:

Date:

WITNESS

WITNESS

Name:

Name:

Designation:

Designation:



4. Performance Securing Declaration¹¹

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

Contract No.: *[insert **Contract number**]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

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

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

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

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

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

Corporate Seal(where appropriate)

¹¹Used as an alternative performance security for Contracts falling under exclusive Preference (i.e. not exceeding Tshs 200,000,000/- in accordance with Table D- Nineth Schedule of Public Procurement Regulations 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

5. Performance Security Form Option 1- Bank Guarantee

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

To: *[name of Purchaser]*

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

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

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

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

6. Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the day of , 20, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

7. Advance Payment Security

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 19 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]