



**TENDER FOR SUPPLY AND DELIVERY OF CISCO
NETWORK EQUIPMENT AT AZANIA BANK HEAD
OFFICE, MAWASILIANO TOWER, DAR ES SALAAM**

TENDER NO. ABL/2022/G/CNE/01

**PROCUREMENT METHOD: NATIONAL COMPETITIVE
BIDDING (NCB)**

Release Date: Thursday 09th June 2022

Closing Date: Thursday 23rd June 2022 at 02:00PM

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TENDER CHECKLIST TO BE ATTACHED WITH THE TENDER DOCUMENT

The following documents should be provided for a bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected:

No.	Particulars of Completed Tender Documents	Status of Submission (Tick)	Ref. Page No.
1	Have you submitted "one ORIGINAL" and "one COPY of Tender Documents"?		
2	Have you duly filled, signed and stamped the tender form?		
3	Have you attached Proof of Tender Purchase?		
4	Have you duly filled and signed Confidential Business Questionnaire?		
5	Have you duly filled, signed and stamped the price schedule in your submission?		
6	Have you submitted price with Tender validity period of 90 days from the date of opening of the tender?		
7	Have you submitted the Tender security of 1.5% of tender price in Tanzania Shilling valid for a period of 90 days from the tender closing date?		
8	Have you submitted the Certificate of Incorporation/Registration?		
9	Have you submitted Valid Business License?		
10	Have you submitted Valid and Current Tax Compliance Certificate?		
11	Have you submitted Certificate of Manufacturer's Authorization/Partnership/Dealership/Agency-ship?		
12	Have you provided the previous LPO's/Contracts of the same items executed during last three years?		
13	Evidence of Key personnel/Technical Staffs attached?		
14	Do you have Sales and Support office in Tanzania?		
15	Have you stated the delivery period for the goods?		
16	Have you stated the warranty period offered for the goods?		
17	Have you specified the After Sales Supports in your submission?		
18	Have you conformed to the technical specifications?		
19	Have you duly filled, signed and stamped the Anti-Corruption Declaration Commitment?		
20	Have you duly filled, signed and stamped the Self Declaration Form?		

Signature of Bidder:-

Name:-

Telephone No.:-

SECTION I INVITATION TO TENDER

DATE: 09th June, 2022

Tender Name: Tender for Supply and Delivery of Cisco Network Equipment.

- 1.1 Azania Bank Ltd has set aside funds for the financial year 2022 and it intends to apply part of the proceeds of this fund to payments under contract and therefore hereby invites sealed bids from eligible tenderers for the **Tender for Supply and Delivery of Cisco Network Equipment.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents through Azania Bank Limited website www.azaniabank.co.tz select **“Tenders”** OR www.azaniabank.co.tz/azania-tenders. Payment of a non-refundable fee of Tanzania shillings One Hundred Thousand (**TZS100, 000.00**) or its equivalent amount in freely convertible currency payable to account number **LI145065, Account Name: Miscellaneous Credit** at any Azania Bank Limited branch during normal office working hours.
NB: Evidence of the payment must be attached to your submission.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Tanzania shillings and shall remain **valid for 90 days** from the closing date of the tender.
- 1.4 Completed tender documents **original plus copy** are to be enclosed in a plain sealed envelope, marked with the tender number and name and be submitted to **Procurement Management Unit Offices at Azania Bank HQ- Mawasiliano Tower – Ground floor along Sam Nujoma Road on or before Thursday 23rd June 2022 at 02.00 p.m.** and be addressed to: -

**The Managing Director
Azania Bank Limited
Mawasiliano Tower Building
Ground Floor along Sam Nujoma Road,
P.O. Box 32089
Dar Es Salaam, Tanzania.**

so as to be received on or before **Thursday 23rd June 2022 at 02.00 p.m.**

- 1.5 Tenders will be opened *immediately* thereafter in the presence of the candidate's representatives who choose to attend at the **Board Room located on 3rd Floor of Azania bank Limited.**
- 1.6 All Tenders must be accompanied by a Tender Security in an acceptable form in the amount of **1.5% of tender price** in form of Bank Guarantee.
- 1.7 Late applications, portion of applications, applications not received, and applications not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

Managing Director

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Tshs. 100,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form

- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, **which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.** Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer **within 3** days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components;
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **ninety (90) days** from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Tanzania shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Tanzania, the tenderer is or will be (if awarded the contract) represented by an Agent in Tanzania equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of **0.5 – 2 per cent** of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Tanzania shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Tanzania or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non- responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non- responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. **All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. Sequential pagination/serialization of all pages in the tender document.**
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, company name, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE Thursday 23rd June 2022 at 02.00 p.m.”**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Thursday 23rd June 2022 at 02.00 p.m.**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 23rd June 2022 at 02.00 p.m.** in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Tanzania shillings using the selling exchange rate on the date of tender closing provided by the Bank of Tanzania.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender **within 30 days** of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 Notice of intention to award letters will be issued to all tenderers who participated in the tender in question giving them **five (5) days** to submit complaints thereof, if any.

2.28.2 The acceptance of the tender shall be communicated in writing to a successful tenderer by the **Managing Director** after elapse of standstill period/cool-off period; and.

2.28.3 The successful tenderer submits Performance security, Insurance cover and registered power of attorney if any.

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Appendix to Instructions to Tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.5.	This Invitation for Tenders is open to all tenderers who meet the requirements specified in the bid document
2.10.4	The validity period of the tender shall be 90 days after the date of opening of the tender
2.14.2	Tender security of 1.5% of tender price in Tanzanian Shilling
2.14.4.	The tender security must be valid for at least thirty (30) days beyond the validity of the tender.
2.16.1	The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER” .
2.18.1	Thursday 23rd June 2022 at 02.00 p.m.
2.24.1	<p>The following shall be the evaluation Criteria;</p> <p>A) Mandatory Evaluation:</p> <p>B) Technical Evaluation Compliance to the technical specifications. Documentary evidence to prove that the equipment offered comply with the Technical Specifications must be provided. Conformity of all the items to all the required technical specifications. Technical Evaluation shall constitute 40%</p> <p>C) Financial Evaluation Criteria: Financial Evaluation shall constitute 60% Recommendation to award shall be based on the total lowest evaluated bidder</p>

EVALUATION CRITERIA

A. MANDATORY EVALUATION

SN	REQUIREMENT	YES/NO
a)	Duly completed tender form	
b)	Proof of Tender Purchase	
c)	Duly filled and signed Confidential Business Questionnaire.	
d)	Tender validity period of 90 days after the date of opening of the tender.	
e)	Tender security of 1.5% of tender price in Tanzania Shilling valid for a period of 90 days from the tender closing date	
f)	Certificate of Incorporation/Registration	
g)	Valid Business License	
h)	Valid and Current Tax Compliance Certificate	
i)	Certificate of Manufacturer's Authorization/Partnership/Dealership/Agency-ship	

After preliminary evaluation of the tenders, those tenders that shall not have fulfilled the above requirements shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered further.

B. TECHNICAL EVALUATION

No	Criteria	General Requirements	Max. Score	Score
1	Provide the previous LPO's/Contracts of the same items executed during last three years (attested copies of the Orders to be enclosed)		20	
		More than 10 related projects (20Marks)		
		5-10 related projects (15marks)		
		3-5 related projects (8marks)		
		Less than 3 projects (3marks)		
2	Key personnel/Technical Staffs (Submit evidence)		15	
		Minimum 3 support/network engineers (15Marks)		
		Less than 3 support/network engineer (10Marks)		
		No support/network engineer (0Marks)		
3	Bidders must have Sales and Support office in Country.		15	
		Submission of a self-certified document in support of this enclosed (15Marks)		
4	Delivery Time		20	
		Within 4-weeks (20Marks)		
		Within 4-6Weeks (15marks)		
		Within 6-8weeks (10Marks)		
		More than 8-10 weeks (5Marks)		
		More than 10 Weeks (0Mark)		
5	Warranty period offered		15	
		2 years (15Marks)		
		1 years (10marks)		
		0 year (0Mark)		
6	After Sale Supports		15	
		Yes (15Marks)		
		No (0mark)		
		<i>If yes please specify the After Sale Support Services</i>		
TOTAL			100	

C. TECHNICAL SPECIFICATIONS

SN	Description	PART NUMBER	Conformity With Specifications(Y/N)
1	Catalyst Switch 9200	C9200-48P-A	
2	Catalyst Switch 9300	C9300-24-T	
3	Cisco Network Modules	NIM-2GE-CU-SFP	
4	Additional Power Supply	PWR-C6-600WAC	
5	Cisco Router 4221	ISR4221-VSEC/K9	
6	FXO ports	NIM-2FXO	
7	FXO Port	NIM-4FXO	
8	Cisco E1 module	NIM-2MFT-T1/E1	
9	Cisco Router ISR 4321	ISR4321-VSEC/K9	
10	FXO ports	NIM-FXO	

Payment model & requirements:

The Service Provider shall be paid upon delivery of the goods and upon approval by Managing Director.

Azania Bank Limited may carry out due diligence with relevant institutions to confirm the authenticity of the information provided above. Cut off points for the technical evaluation shall be 70 marks out of 100 and bidders who shall not have attained this mark shall not proceed financial evaluation stage.

Evaluation Method

The firm achieving the highest combined technical and financial score will be recommended for award.

Financial Evaluation

Financial bids shall be evaluated based on the total financial bids submitted. Financial bids shall be submitted in Tanzania shillings.

$$Sf = 60 \times Fm/F$$

Where;

Sf is the financial score;

Fm is the lowest priced financial proposal

F is the price of the proposal under consideration

Weights of the Technical and Financial Evaluations

Technical evaluation = 40%

Financial bid = 60%

Final score for Evaluation of bids shall be calculated as under:

$$\text{Final Score} = (0.4 \times \text{Technical Score}) + (0.6 \times \text{Financial Score})$$

Where: -

Final Score = Overall evaluated marks (score) of Bidder under consideration

Technical Score = Technical marks (score) for the Bidder under consideration

Financial Score = Normalized financial marks (score) of the Bidder under consideration

Combined Technical and Financial Score

The formula for calculating the total combined scores is $S = S_t * T\% + S_f * P\%$. Where: S is the combined technical and financial score; S_t is the technical score; T is the weight of the technical score (40); S_f is the financial score; and P is the weight of the financial score (60). Recommendation to tender award shall be to the vendor with the highest total combined scores of both technical and financial scores.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the

Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6. Indemnification

- 3.6.1 The supplier represents and warrants that it has the rights and authority to enter into this agreement and to grant the rights described in this agreement. The supplier shall defend and indemnify the purchaser against any claims by any third party for infringement of intellectual property rights, trademark, patent, copyright, trade secrets or industrial design rights arising from the use of the products by the purchaser. The supplier shall be responsible for all claims, including but not limited to the amount of any resulting adverse final judgment or negotiation, court and legal fees **PROVIDED** that the supplier is notified promptly in writing of the claim and is given the sole control over the defense or negotiation;
- 3.6.2 The purchaser will give notice to the supplier of any such claim without delay, shall provide reasonable assistance to the supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. Indemnities shall not apply if any claim of infringement or misappropriation:
- a) Is asserted by a parent company, subsidiary or an affiliate of the purchaser;
 - b) Is a direct result of a design mandated by the purchaser's Technical Specifications and the possibility of such infringement was duly noted in the supplier's bid; or
 - c) Results from the alteration of the products by the purchaser.
- 3.6.3 The purchaser shall indemnify and defend the supplier against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information or software provided to the supplier by the purchaser under the contract, and used for purposes set in this agreement.

3.7 Software License Agreements

- 3.7.1 The Supplier hereby grants to the purchaser a fully paid-up, irrevocable, non-exclusive license throughout Tanzania to access and use the System Software supplied, including all inventions, designs, upgrades and marks embodied therein, which software may be:
- a) Used or copied for use on or with the primary computer for which it was acquired, plus a backup computer if the primary is inoperative;
 - b) Reproduced for safekeeping or backup purposes;
 - c) Disclosed to and reproduced for use by support service suppliers or their subcontractors, subject to the same restrictions set forth in this contract;
 - d) Used or copied for use on or transferred to a replacement computer;
 - e) Subject to audit by the supplier to verify compliance with these License Agreements.
- 3.7.2 The copyright in all documents, System Software and other materials containing data and information furnished to the purchaser by the supplier shall remain vested in the supplier or, if they are furnished to the purchaser by any third party including

subcontractors and original producers of products furnished by the supplier under the contract, the copyright in such materials shall remain vested in such third party.

- 3.7.3 The purchaser agrees to restrict use, copying or duplication of software and related documentation as aforementioned, except that additional copies of documentation may be made by the purchaser for use within the scope of this contract, in the event that the supplier is unable to deliver copies within **thirty (30) days** from receipt of an order.
- 3.7.4 The purchaser's contractual rights to use the software may not be assigned, licensed or otherwise transferred without the supplier's prior written consent.

3.8 Patent Rights

- 3.8.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.9 Performance Security

- 3.9.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.9.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.9.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Tanzania or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.9.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.10 Inspection and Tests

- 3.10.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.10.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.10.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.10.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.10.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.11 Packing

3.11.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.12 Delivery and Documents

3.12.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.12.2 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule agreed between the purchaser and the supplier.

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

3.12.4 Except as provided for in the contract, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

3.13 Insurance

3.13.1 The products supplied under the contract shall be fully insured to **110%** of the full value from shipment until receipt at their final destination on an "all risks" basis, in a freely convertible currency, against loss or damage incidental to production or acquisition, transportation, storage, and delivery. The supplier shall arrange and pay or otherwise provide for this insurance.

3.14 Transportation

3.14.1 Transportation of the products, including insurance and storage to the point of entry or the named place of destination in Tanzania as specified in the contract, shall be the responsibility of and at the cost of the supplier.

3.14.2 Transportation of products from the delivery destination to the place(s) of final installation, shall be the responsibility of the supplier to Azania Bank Ltd branch destinations.

3.15 Warranty

3.15.1 The supplier warrants that all goods supplied under the contract **are new**, are latest or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or of omission of the supplied goods.

3.15.2 The warranty shall remain valid for at least **twelve (12) months** after the delivery of the goods, or each portion thereof as the case may be, have been delivered to the final destination indicated in the contract, installed and commissioned. However the warranty period shall not be less than what the manufacturer provides.

3.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice of defect the supplier shall with all reasonable speed, repair or replace the defective goods thereof, without any additional cost to the purchaser.

3.16 Provision of Manuals

3.16.1 The supplier shall provide the purchaser with manuals as listed:

- a) Servicing, Technical and Operational manuals;
- b) Users', Administration and Diagnostic manuals;
- c) Any other manuals that may have been provided by the product manufacturer.

3.17 Goods and Services Support

3.17.1 For goods and services still to be delivered, the supplier will offer to the purchaser latest versions based on the latest appropriate technology and having equal or better performance or functionality at the same or lesser unit prices.

3.17.2 The supplier shall procure new software versions or releases and documentation within **thirty (30) days** of their availability in Tanzania, and no later than **six (6) months** after they are released in the country of origin of the product, and technical support services. In no case will the prices or yearly percentage price increases for these products and services exceed those quoted by the supplier in the Recurrent Costs Form in its bid.

3.17.3 The purchaser shall implement software updates and new version releases within **eighteen (18) months** of receipt of a production-ready copy thereof, provided the new release does not adversely affect systems' operation or performance, or require extensive reworking of the system. In cases where the new version release adversely affects the system performance, the period for the implementation of the new

version shall be suitably extended and the supplier shall continue to support and maintain the version currently in production for as long as necessary to properly implement the new version. In no case shall the supplier cease to support or maintain a version of software less than **twenty-four (24) months** from the date the purchaser receives a production-ready copy of a subsequent version.

3.18 Change Orders

3.18.1 The purchaser may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

- a) Designs or specifications for services or for systems that are to be integrated, or customized specifically for the purchaser;
- b) The method of shipment and/or schedule for and/or place of delivery;
- c) The schedule for Installation or Acceptance;
- d) The services to be provided by the supplier; and/or
- e) The substitution of new products and services from the supplier.

3.18.2 If the supplier requests such substitution, the purchaser shall notify the supplier in writing within thirty (30) days of its decision to accept or reject the proposed Change Order.

3.18.3 If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within **thirty (30) days** from the date of the supplier's receipt of the purchaser's Change Order.

3.18.4 If the parties cannot agree on an equitable adjustment, the Change Order will not be implemented. However this provision does not limit the rights of either party.

3.19 Payment

3.19.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.19.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.20 Prices

3.21 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.21.1 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.21.2 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.21.3 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.22 Assignment

3.22.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.23 Subcontracts

3.23.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.24 Termination for default

3.24.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.24.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.25 Liquidated Damages

3.25.1 Subject to the Force Majeure clause below, if the supplier fails to deliver or install any or all of the systems or if any item of the system fail to gain acceptance within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the Performance Security, as liquidated damages **1%** of the contract price for each week or part thereof of delay, until successful acceptance, up to a maximum deduction of **10%** of the contract price being the equivalent of the performance bond value.

3.25.2 Once the value of performance security is exhausted, the purchaser may consider termination of the contract pursuant to the Termination for Default clause below and the supplier shall remain liable for breach of contract.

3.26 Resolution of Disputes

3.26.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.26.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may

require adjudication in an agreed national or international forum, and/or international arbitration.

3.27 Language and Law

3.27.1 The language of the contract and the law governing the contract shall be English language and the Laws of Tanzania respectively unless otherwise stated.

3.28 Force Majeure

3.28.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.29 Local Taxation

3.29.1 Nothing in the Contract shall relieve the Contractor and/or his Sub Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Tanzania in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.29.2 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.29.3 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above. Tax Deduction

3.29.4 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Tanzania Revenue Authority. The Employer shall upon remitting the tax to Tanzania Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.29.5 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Tanzania Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

3.30 Tax Indemnity

3.30.1 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.30.2 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.30.3 Where the amount in 3.30.2 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

3.31 Purchasers Obligations

3.31.1 The purchaser will appoint a manager responsible for managing the delivery and installation schedule, with the authority to accept or reject all deliverables and to be the Primary contact for the supplier's representative. The manager will officially record all delays and problems, and forward them to the supplier within **two (2) weeks** of discovery of such problems.

3.31.2 The purchaser shall be responsible for timely provision of all resources, facilities, equipment access and information necessary for the completion of the delivery and installation schedule, as identified in the agreed implementation plan. Except where provision thereof is expressly provided in the contract as being the responsibility of the supplier. Delay by the purchaser may result in an appropriate extension of the time for Installation and Acceptance schedules by the supplier.

3.31.3 The purchaser will designate appropriate staff for the training courses to be given by the supplier, and shall make all appropriate logistical arrangements therefore in accordance with the agreed training plan.

3.31.4 The purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the supplier elsewhere in the contract.

3.32 Suppliers Obligation

3.32.1 The supplier shall abide by the job safety, insurance, customs and immigration measures and laws in force in Tanzania, and shall indemnify the purchaser from all demands or responsibilities or damage arising from accidents or loss of life or damage of any nature, the cause of which is the supplier's negligence.

3.32.2 The Supplier shall conduct all contracted activities with due care and diligence, in accordance with the contract and using industry practices and economic principles, and exercising all reasonable means to achieve the performance specified in the contract.

3.32.3 The supplier shall work closely with the purchaser's appointed manager and staff, and abide by the directives issued by the purchaser that are consistent with the terms of the contract. The supplier is responsible for managing the activities of its personnel and any sub-contracted personnel, and shall be responsible for any willful or negligent conduct of such sub-contracted persons.

3.32.4 The supplier shall appoint subject to the purchaser's written consent, a qualified representative to manage its performance of the contract within **thirty (30) days** from the contract signature. The supplier shall furnish the purchaser with the Curriculum Vitae of the representative prior to the appointment. The representative shall be authorized to accept orders and notices on behalf of the supplier, and to generate notices and commit the supplier to specific courses of action within the

scope of the contract. The representative may be replaced only with the prior written consent of the purchaser.

3.32.5 The supplier shall produce and submit the implementation plan to the purchaser for approval.

3.32.6 The supplier shall complete delivery, installation and acceptance of the system in accordance with schedule and specification changes as the supplier may be entitled

3.33 Tax Indemnity

3.33.1 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.33.2 Where the amount in 3.21.7 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Security; The Performance Security shall be in the amount of 10% of the Contract Price
3.10.1	Delivery Period; <i>[Bidders are advised to state their delivery period]</i>
3.12.1	Payment Terms; Azania Bank Ltd payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract. Advance Payment. Advance payment is not applicable, where requested and approved it must be supported by a bank Guarantee of equivalent amount
3.13.1	Prices; Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account
3.18.1	Arbitration Arbitration where necessary shall be by the Court of Law of Tanzania.
	All complaints related to unsuccessful bidder shall be submitted to Managing Director via official letter within seven (7) days from the date of notification and addressed to:- Managing Director Azania Bank Limited P.O Box 32089 Dar Es Salaam

SECTION V - PRICE SCHEDULE FOR GOODS

5 FINANCIAL PROPOSAL

5.1 Background Information

Bidders will present their financial proposal in a format below to facilitate bids analysis.

5.2 Price Schedule - Related Services

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

Tender No. *[insert number of tender notice]*

SN	Description	PART NUMBER	Quantity	*All Inclusive Cost
1	Catalyst Switch 9200	C9200-48P-A	15	
2	Catalyst Switch 9300	C9300-24-T	2	
3	Cisco Network Modules	NIM-2GE-CU-SFP	2	
4	Additional Power Supply	PWR-C6-600WAC	2	
5	Cisco Router 4221	ISR4221-VSEC/K9	1	
6	FXO ports	NIM-2FXO	13	
7	FXO Port	NIM-4FXO	1	
8	Cisco E1 module	NIM-2MFT-T1/E1	2	
9	Cisco Router ISR 4321	ISR4321-VSEC/K9	2	
10	FXO ports	NIM-FXO	2	
				Discount if any
				Total Amount in Tshs.

* Please note the price should be quoted for each of the item and should be inclusive of all Taxes/charges and delivery at Azania Bank Head Office, Mawasiliano Tower, Ubungo.

Name of Bidder *[insert complete name of Bidder]*

Signature and stamp of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

SECTION VI - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender

The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with the tender documents.

3. Anti-Corruption Declaration Commitment/ Pledge Form

4. Self-Declaration Form

5. Format of Curriculum Vitae (CV) for Proposed Professional Staff Including Team Leader

6. Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

7. Price Schedule Form

The price schedule form must similarly be completed and submitted with the tender. In addition, it must be signed by the duly authorized representatives of the tenderer.

8. Contract Form

The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

9. Performance Security Form

The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

10. Manufacturers Authorization Form

When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (..... *(insert equipment description)* in conformity with the said tender 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.

2. We undertake, if our Tender is accepted, to deliver the equipment in accordance with the delivery schedule specified in the Specific Conditions of Contract.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General Business Name:.....
Certificate of Incorporation / Registration No.
Location of business premises: Country.....
Physical address
Town.....Building.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (Full Names)
Direct / Mobile No's..... Title
Power of Attorney (Yes / No) If yes, attach written document.
Local Authority Trading License No. Expiry Date
Value Added Tax No.....
Value of the largest single assignment you have undertaken to date (TShs)
.....Was this successfully undertaken? Yes / No.
(If Yes, attach reference) Name (s) of your banker (s).....
.....Branches Tel.
No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full Names
Nationality..... Country of Origin.....
Company Profile (Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable) Give details of partners as follows:

Full Names Nationality Citizenship Details Shares
1.....
2.....
Company Profile (Attach brochures)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form) Private or public
.....

Company Profile (Attach brochures or annual reports in case of public companies)
 State the nominal and issued capital of the Company Nominal TShs
 Issued TShs
 List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names	Nationality	Citizenship	Details	Shares
1.....				
2.....				

Part 2 (d) – Bankruptcy / Insolvency / receivership. I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Tanzania and neither are we under receivership:
 Full NamesSignature
 Dated thisday of2020.
 In the capacity ofDuly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence I/We, (Name (s) of Director (s)):-
 a).....
 b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.
 SignedFor and on behalf of M/s In the capacity of Dated thisday of2020.
 Suppliers’ / Company’s Official Rubber Stamp

Part 2 (f) – Conflict of Interest I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:
 a)
 b)
 For and on behalf of M/s In the capacity of
 Dated thisday of2020
 Suppliers’ / Company’s Official Rubber Stamp

Part 2 (h) – Interest in the Firm: Is there any person/persons in Azania Bank Ltd or any other public institution who has interest in the Firm? Yes/No
 (Delete as necessary) Institution

 (Title) (Signature) (Date)

Part 2(i or j) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Azania Bank Ltd authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....For and on behalf of M/s

In the capacity of.....

Dated thisday of2022.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....of Street, Building, P.O Box.....
Contact/Phone/E mail..... declare that Procurement is based on
a free and fair competitive Tendering process which should not be open to abuse.

I/Wedeclare that I/We will not offer
or facilitate, directly or indirectly, any inducement or reward to any Azania Bank officer, their
relations or business associates, in connection with Tender/Tender No.....
for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory.....

Official Stamp.....

8.4 SELF DECLARATION FORM

Date

To:

Managing Director
Azania Bank Ltd Limited
P.O. Box 32089
Dar Es Salaam

The tenderer i.e. (name and address) declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

8.5 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position

[Only one candidate shall be nominated for each position]

2. Name of Firm

[Insert name of firm proposing the staff]

3. Name of Staff [Insert full name]

4. Date of Birth Nationality

5. Education

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

6. Membership of Professional Associations

7. Other Training

[Indicate significant training since degrees under 5 Education were obtained]

8. Work Experience

[List where staff has worked in the last ten years]

9. Languages

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

10. Employment Record

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

8.6 TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

8.7 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter
called “the Procuring entity) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a
tender by the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the Contract
Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer
as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide
the goods and to remedy defects therein in conformity in all respects with the provisions of
the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of _____

(Amend accordingly if provided by Insurance Company)

8.8 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.9 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

9.0 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR MANAGING DIRECTOR