

AZANIA BANK LIMITED



MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

INVITATION FOR TENDERS

FOR

DESIGN AND PRINTING OF BUSINESS AND ID CARDS

TENDER NO. ABL/2023/NCS/03

FEBRURAY, 2023

**TENDER CHECKLIST TO BE ATTACHED WITH THE
TENDERDOCUMENT**

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.	Proof of document purchase		
2.	Form of Tender		
3.	Power of Attorney		
4.	Tender securing declaration		
5.	Certificate of Company incorporation/registration		
6.	Valid TIN and VRN Certificate		
7.	Tax Clearance Certificate from TRA valid to 31st December 2022		
8.	Valid and Relevant Business license		
9.	List of at least three (3) similar contract/LPO performed recently on corporate institution (banking institution is preferred) including names and address of the Employer for Verification.		
10.	Audited financial statement for the past two years (2020 and 2021)		
11.	Attach statement of compliance to technical specifications		
12.	Price Schedule		

Signature of Bidder:-

Name:-

Telephone No.:-

SECTION I: INVITATION FOR TENDERS

AZANIA BANK LIMITED



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Tender No. ABL/2023/NCS/03

For

Design and Printing of Business and ID Cards

Invitation for Tenders

Date: 22nd February 2023

1. This Invitation for Tenders follows the General Procurement Notice for this project that appeared in the DailyNews newspaper of 15th February, 2023 and Mwananchi newspaper of 15th February, 2023.
2. The Azania Bank Limited has set aside some funds and it intends to apply part of the proceeds of this fund to cover eligible payment under the contract for the **Design and Printing of Business and ID Cards**
3. Azania Bank Limited now invites sealed Tenders from eligible service providers for the **Design and Printing of Business and ID Cards**
4. Tendering will be conducted through the National Competitive Tendering method specified in the Procurement Regulations, 2013 – Government Notice No.446
5. Interested eligible tenderers may obtain further information from and inspect the Bidding Documents (uploaded in the Azania Bank website) or at the office of the **Procurement Management Unit, Azania Bank Limited, P. O Box 32089 at Mawasiliano Tower Building- Ubungu, Ground floor** Office from 08:30 am to 4:00 pm on Mondays to Fridays inclusive except on public holidays.
6. Interested eligible tenderers may obtain complete set of Tender Documents by downloading through Azania Bank Limited website www.azaniabank.co.tz select “Tenders” OR www.azaniabannk.co.tz/azania-tenders.

7. A complete set of Tendering Documents in English language and additional sets may be obtained by Tenderers through Azania Bank Limited website www.azaniabank.co.tz select “Tenders” OR www.azaniabannk.co.tz/azania-tenders upon payment of non-refundable participation fee of Tshs. 100,000.00 for each tender/Lot being applied payable to account number LI145065; Account Name: Miscellaneous Credit at any Azania Bank Limited branch.
8. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
9. Completed Tender Document, “**Original and copy**” enclosed in plain sealed envelope, marked with the Tender Name, Tender Number and Lot Number shall be addressed to: -

**Procurement Management Unit,
Azania Bank Limited
P.O Box 32089, Dar es Salaam**

and be submitted at Mawasiliano Tower, Ground Floor along Sam Nujoma Road, Dar es Salaam, so as to be received on or before **Tuesday 07th March, 2023 at 02:00 p.m.**

10. Applications will be opened immediately thereafter in the presence of the applicants or their representatives who choose to attend the opening at **Mawasiliano Tower, 3rd Floor, Board Room on Tuesday 07th March, 2023 at 02:00 p.m.**
11. Late Tenders portion of Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

THE MANAGING DIRECTOR

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 Goods prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz

SECTION III: TENDER DATA SHEET

Tender Data Sheet

The following specific data for the supplies 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.

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	<p>Name of Procuring Entity: Azania Bank Limited</p> <p>The subject of procurement is: Design and Printing of Business and ID Cards</p> <p>Tender No. ABL/2023/NCS/03</p>
2.	1.2	<p>Period for supplies: FY 2023</p> <p>Commencement date for supply: Immediately after signing the contract</p> <p>Completion date for supply: One (1) year from contract signing date that is subject to extension for another two terms based on satisfactory performance. Each term will be determined by quarterly performance evaluation from which the annual pass mark will be 70% and above.</p>
3.	2.1	<p>Financial year for the operations of the Procuring Entity: 2023</p> <p>Name and identification number of the Contract: Design and Printing of Business and ID Cards, Tender No ABL/2023/NCS/03</p> <p>Name of Project Design and Printing of Business and ID Cards</p> <p>Name of financing institution Azania Bank Limited</p>
4.	2.2	Payments shall be made directly by Azania Bank Limited to the supplier for each call-order.
5.	3.1	Maximum number of members in the Joint Venture, consortium or association shall be N/A
		Ineligible countries are: as per PPRA website
6.	4.5	Demonstration of authorization by manufacturer Not Required
TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
B. Tendering Documents		
7.	7.2	The number of copies to be returned is one original and one

		copy
8.	8.1	The address for clarification of tendering documents is tenders@azaniabank.co.tz Period to respond to request for clarification is three days
C. Preparation of Tenders		
9	10.1	The Language of all correspondences and documents related to the tender is: English
10.	11.1 (b)	Form of Sample(s) to be submitted with the Tenderer are : N/A
11.	11.1 (i)	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Tender 1. Power of Attorney 2. Form of Tender 3. Tender securing declaration 4. Certificate of Company incorporation/registration 5. TIN and VRN Certificate Tax Clearance Certificate from certificate from TRA 6. Business license 7. Attach at least three contract/LPO performed recently on corporate institution including names and address of the Employer for Verification. 8. Audited financial statement for the past two years (2020 and 2021) 9. Attach Statement of compliance to the requirement
12.	11.2 (b)	Characteristics to be evaluated in the sample are N/A
13.	12.3 (c)	Other procurement specific information required from Tenderers in ITT Clause 12.3(c) is as follows: N/A
TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
14.	16.1 (a)	a) For supplies and related services originating in the United Republic of Tanzania the currency of the Tender shall be Tanzanian Shillings; b) For supplies and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in any convertible currency. N/A
15.	16.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on N/A

16.	17.1	The Tender validity period shall be 90 days.
TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
17.	18.1	A Tender Securing Declaration form shall be filled by the Tenderer.
18.	18.3 (c)	Other forms of security are N/A
19.	19.1	Alternative tenders to the requirements of the tendering documents will not be permitted.
20.	20.1	The number of copies of the tender to be completed and returned shall be one original and one copy
21.	20.2	Written confirmation of authorization are: Power of Attorney
D. Submission of Tender		
22.	21.2 (a)	For Bid submission purposes only, the Procuring Entity's address is: Azania Bank Limited Procurement Management Unit Mawasiliano Tower Building, Ground Floor, Ubungo - Sam Nujoma Road P.o. Box 32089 Dar es Salaam
23.	21.2 (b)	Project name: Design and Printing of Business and ID Cards Tender No.: ABL/2023/NCS/03 Time and date for submission: 07th March, 2023 at 02:00 p.m.
TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
24.	22.1	The deadline for Tender submission is a) Day: Tuesday b) Date: 07th March, 2023 c) Time: 02:00 p.m.
E. Opening and Evaluation of Tenders		
25.	25.1	The tender opening shall take place at: Street address: Ubungo - Sam Nujoma Road, Building/Plot No. Mawasiliano Tower Floor/Room No. 03rd Floor Country: Tanzania Day: Tuesday

		Date: 07th March, 2023 Time : 02:00 p.m.
26.	31.2	The currency that shall be used for tender evaluation and comparison purposes to convert all tender prices expressed in various currencies is : Tanzania Shillings The source of exchange rate shall be: N/A The date of exchange rate shall be: N/A
27.	33	a) Margin of Preference N/A
		1. Preliminary Evaluation During preliminary evaluation PE will check the eligibility criteria by looking on the following: <ol style="list-style-type: none"> 1. Power of Attorney 2. Tender securing declaration 3. Certificate of Company incorporation/ registration 4. TIN and VRN Certificate Tax Clearance Certificate from certificate from TRA Valid to 31st December 2022 5. Business license 2. Technical Evaluation <ol style="list-style-type: none"> i. List of at least three (3) similar contract/LPO performed recently on corporate institution (banking institution is preferred) including names and address of the Employer for Verification. ii. Audited financial statement for the past two years (2020 and 2021) iii. Attach statement of compliance to technical specifications 3. Financial Evaluation The responsive bidders shall be subjected to price comparison
28.	35.1	Post-qualification shall be carried out using the following requirements: <ol style="list-style-type: none"> (a) Financial Capability The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): N/A (b) Experience and Technical Capacity The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): N/A (c) The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following

		usage requirement N/A
		d) <u>Nonperforming Contracts:</u> The Tenderer shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five years prior to the deadline for submission of Tenders N/A
		e) <u>The</u> Tenderer shall furnish documentary evidence to demonstrate that litigation did not occur within the last five years prior to the deadline for submission of Tenders. All pending litigation shall in total not exceed 10% of the Tenderer's net worth N/A
TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
F. Contract Award		
29.	39.1	Percentage for quantity increase or decrease is 15%
30.	42.1	The Performance Security shall be N/A
31.	43.1	The Advance Payment shall be limited to N/A
32.	43.2	Maximum amount of Advance payment shall be N/A
33.	44.1	The Adjudicator proposed by the Procuring Entity is Court of Law The hourly fee for this proposed Adjudicator shall be N/A
G. Review of Procurement Decisions		
34.	48.1	The Address of PPRA to submit a copy of complaints: Managing Director Azania Bank Limited P.O Box 32089 Dar es Salaam

SECTION IV: GENERAL CONDITIONS OF CONTRACT

The 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 Goods prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Definitions (GCC Clause 1)
1.	1.1(i)	The Procuring Entity is: Azania Bank Limited
2.	1.1(j)	The Supplier is: To be Known later
3.	1.1(k)	The Project Site is: Dar es Salaam
		Nature of Contract and Governing Language (GCC Clause 3 and 4)
4.	3.1	The Framework Contract period is One (1) year from contract signing date that is subject to extension for another two terms based on satisfactory performance. Each term will be determined by quarterly performance evaluation from which the annual pass mark will be 70% and above. The Contract commences from date of signing the contract
5.	4.1	The Governing Language shall be: English
		Applicable Law (GCC Clause 5)
6.	5.1	The Applicable Law shall be: Laws of the URT
		Country of Origin (GCC Clause 6)
7.	6.1	Country of Origin is URT
		Performance Security (GCC Clause 10)
8.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: N/A
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 17.2. N/A

	Review Meetings, Reports, Inspections and Tests (GCC Clause 11)	
10.	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 Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract N/A</p>
	Packing (GCC Clause 12)	
11.	12.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification N/A</p>
	Delivery and Documents (GCC Clause 13)	
12.	13.6	<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 Procuring Entity and mail the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i.) one original of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; N/A (ii.) delivery note, railway receipt, or truck receipt; N/A (iii.) Manufacturer's or Supplier's warranty certificate; N/A (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and N/A (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 N/A <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Insurance (GCC Clause 14)	

13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes N/A
	Incidental Services (GCC Clause 16)	
14.	16.1	Incidental services to be provided are: N/A
15.	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 N/A
	Warranty (GCC Clause 18)	
16.	18.2	<p>GCC 18.2—In partial modification of the provisions, the warranty period shall be __N/A__ hours of operation or __N/A__ months from date of acceptance of the Goods or (__N/A__) months from the date of shipment, whichever occurs earlier. 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:</p> <p style="padding-left: 40px;">(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,</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Procuring Entity 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.</p>
17.	18.4& 18.5	The period for correction of defects in the warranty period is: one day
	Payment (GCC Clause 19)	

18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <ul style="list-style-type: none"> (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 Procuring Entity. (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 Clause 10. (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 Procuring Entity. <p>Payment of local currency portion shall be made in <u>Tanzania Shilling</u> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment 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> <ul style="list-style-type: none"> (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 Procuring Entity. (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 Clause 10. (iii) On Acceptance: The 100% of the Contract Price shall be

		paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
19.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be N/A
	Prices (GCC Clause 20)	
20.	20.2	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>
	Liquidated Damages (GCC Clause 26)	
21.	26.1	Applicable rate: 5% per cent per day of undelivered materials/good's value.
	Procedures for Disputes (GCC Clause 32)	
22.	32.1	The Adjudicator shall be Court of Law
23.	32.2	Rate of the Adjudicator fees shall be N/A
24.	32.3	Arbitration institution shall be Court of Law Place for carrying out Arbitration Dar es Salaam
25.	33.1	Appointing Authority for the Adjudicator N/A
	Notices (GCC Clause 35)	
26.	35.1	–Procuring Entity's address for notice purposes: Tender Data Sheet (TDS) –Supplier's address for notice purposes: TDS

SECTION VI: SCHEDULE OF REQUIREMENTS

Table of Content

Sec. VI

1.	List of Supplies and Related Services.....	1
2.	Delivery and Completion Schedule.....	2
3.	Specification and Compliance Sheet.....	3

List of Supplies and/or Related Services

Procurement Reference Number: ABL/2023/NCS/03

Sn	Category	Description
1	Pricing	Fixed Price during the contract period. THIS SHALL FORM YOUR BID PRICE
2	Payment mode	On invoice after delivery and acceptance of cards
3	Expected Delivery	Within 7 days after issue of an official LPO and after sample approval.

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

No.	Description/Specification	Instructions
1	Design & Printing of ID. Cards Plastic Material laminated	Supplier to visit for sample confirmation at Mawasiliano HQ before quoting
2	Design and printing of Business cards, 8.5cm x 5.5cm, Printed 4 colors on matt paper 300gsm	Supplier to visit for sample confirmation at Mawasiliano HQ before quoting

2. Delivery and Completion Schedule

Procurement Reference Number: ABL/2023/NCS/03

The response time shall commence from the date of each call-off order. The Service Provider shall meet the response times for any call-off order, subject to the limitations in the contract.

Call-off orders may be issued at any time during a period of: _____.

Item number	Brief Description of Supplies or Related Services	Response Time (days/wks/mths)	Delivery Point/ Site
1	Design & Printing of ID. Cards Plastic Material laminated	Within 7 days after issue of an official LPO and after sample approval.	HQ Offices (Mawasiliano Tower)
2	Design and printing of Business cards, 8.5cm x 5.5cm, Printed 4 colors on matt paper 300gsm	Within 7 days after issue of an official LPO and after sample approval.	HQ Offices (Mawasiliano Tower)

3. Specification and Compliance Sheet

Procurement Reference Number:

Column b states the minimum technical specification of the item(s) required by the Procuring Entity.

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.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered
<i>a</i>	<i>b</i>	<i>c</i>
1	Plastic staff ID cards full colour print both sides laminated	
2	Business cards, 8.5cm x 5.5cm, Printed 4 colours on matt paper 300gsm	

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.

SECTION VII: PRICE SCHEDULE

PRICE SCHEDULE

No.	Description/Specification	Yearly Estim. Qty	Unit Cost (VAT Inclusive)	Total Cost (VAT Inclusive)
1	Design & Printing of ID. Cards Plastic Material	100		
2	Design and printing of Business cards, 8.5cm x 5.5cm, Printed 4 colors on matt paper 300gsm	20,000		
			Total Cost	

TENDERER'S NAME_____

SECTION VIII: FORMS OF TENDER

Table of Forms

	Sec. VIII
1. Form of Tender.....	1
2 Standard Power of Attorney	2
3. Sample Agreement.....	3

1. Form of Tender

Date_____

Tender No._____

To: Azania Bank Limited,
[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..... (insert goods 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 goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. 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.
4. 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.
5. 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_____

**2. STANDARD POWER OF ATTORNEY
TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No of day of *[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. that is to say;

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

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

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

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

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

SEALED and DELIVERED by the
Common Seal of *[insert name of the donor/coy]*
This *[insert date, month and year]* }

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

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

}

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

3. Sample Agreement

The Contract Forms to be used for this Tender shall be the Contract Forms prepared by the Azania Bank Legal Department for review by both parties.

SECTION IX: FORMS OF SECURITY

Table of Forms

Sec. IX

1.	Tender Securing Declaration.....	1
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1. 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 bidding process**]*

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

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time determined by the Bank, 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;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity 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., in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

Duly authorized to sign the bid 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.]