



INVITATION FOR TENDER

FOR

PROVISION OF FUMIGATION AND PEST CONTROL SERVICES

TENDER NO.: ABL/2023/NCS/13

MARCH, 2024

List of Abbreviations

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| MD | Managing Director |
| ABL | Azania Bank |
| Cap | Chapter |
| CC | Conditions of Contract |
| FY | Financial Year |
| GCC | General Conditions of Contract |
| GPN | General Procurement Notice |
| ICT | International Competitive Tendering |
| IFT | Invitation for Tenders |
| ITT | Instruction to Tenderers |
| JV | Joint Venture |
| JVCA | Joint Venture, Consortium, or Association |
| MAT | Most Advantageous Tender |
| NCT | National Competitive Tendering |
| PE | Procuring Entity |
| PPAA | Public Procurement Appeals Authority |
| PPRA | Public Procurement Regulatory Authority |
| STD | Standard Tender Document |
| SCC | Special Condition of Contract |
| TDS | Tender Data Sheet |

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. PageNo. |
|------------|--|-------------------------------------|---------------------|
| 1. | Proof of document purchase | | |
| 2. | Dully signed, filled and stamped Form of Tender | | |
| 3. | Power of Attorney | | |
| 4. | Dully filled and signed Tender securing declaration | | |
| 5. | Certificate of Company incorporation/registration | | |
| 6. | Certified Registration certificate from Pesticides Registrar. | | |
| 7. | Tax Clearance Certificate from TRA valid to 31 st December 2023 | | |
| 8. | Valid and Relevant Business license | | |
| 9. | Independently reviewed/audited Financial statements for the past two years of 2021 &2022 | | |
| 10. | Number of years in the Provision of Fumigation services | | |
| 11. | List of all major clients to which the company has done similar work | | |
| 12. | Reference letters from a least two Clients | | |
| 13. | Price Schedule | | |

Signature of Bidder:-

Name:-

Telephone No.:-

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS



AZANIA BANK PLC

Tender No. ABL/2023/NCS/13

For

Provision of Fumigation and pest control services

25th March, 2024

1. This Invitation for Tenders follows the General Procurement Notice for this project that appeared in the **Mwananchi** newspaper of **23rd December, 2023** and **DailyNews** newspaper of **27th December, 2023**.
2. The Azania Bank 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 **Provision of Fumigation and pest control services**.
3. The Azania Bank now invites tenders from eligible Sole Proprietor Local, Company Local, Manufacturer Local, Partnership Local and Special Group for the **Provision of Fumigation and pest control services as follows;**

| DESCRIPTION | LOT NUMBER |
|---|-------------------|
| Eastern Zone branches (all DSM Head Office and branches, Service Centers and Bureaus, Zanzibar branch, Morogoro branch,) | 1 |
| Central Zone branches (Sokoine branch and Dodoma Service Center) | 2 |
| Lake zone branches (Rock-city branch, Mwaloni branch, Rwagasore branch, Lamadi branch, Geita branch, Katoro branch, Kahama branch, Kagongwa branch, Nyarugusu Service Center, Geita Mineral Center, Serengeti Service Center) | 3 |
| Northern Zone branches (Arusha City Branch, ABC branch, Moshi branch Tanga branch, Namanaga Service Center, Arusha Town Service Center, Boma Road Service Center, Moshi Town Service Center, KIA Bureau De Change) | 4 |
| Southern & Southern Highland Zone branches (Mbeya & Tunduma Branch) | 5 |

4. Tendering will be conducted through the National Competitive Tendering method specified in the Public Procurement Regulations.
5. A complete set of Tendering Documents in English language and additional sets may be obtained by Tenderers through Azania Bank website www.azaniabank.co.tz select **"Tenders"** OR www.azaniabank.co.tz/azania-tenders upon payment of non-refundable participation fee of **Tshs 100,000.00** payable to **Account number:** LI145065; **Account Name:** Miscellaneous Credit at any Azania Bank branch.

6. 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.
7. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.
8. Completed Tender Document, **“Original and copy”** enclosed in plain sealed envelope, marked with the Tender Number and Lot Number shall be addressed to: -
**Procurement Management Unit,
Azania Bank Plc.
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 **on or before Monday, 15th April, 2024 at 02:00 p.m.**
9. 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 Monday, 15th April, 2024 at 02:00 p.m.**
10. 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
Azania Bank Plc
P.O Box 32089
Dar es Salaam, Tanzania**

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. INTRODUCTION

| ITT NUMBER | ITT DESCRIPTION | SUB - ITT NUMBER | SUB-ITT DESCRIPTION |
|------------|---|------------------|---|
| 1 | Scope of Tender and Tendering Method | 1.1 | <p>The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites tenders for the supply of Provision of Services as specified in the TDS and Section VII – Activity Schedule</p> <p>The successful Tenderer will be expected to provide the service(s) within the period stated in the TDS from the start date specified in the TDS.</p> |
| | | 1.2 | Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in Instructions to ITT 3 [Eligible Tenderers] . |
| | | 1.3 | Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in Section VIII –General Condition of Contract (GCC). |
| 2 | Source of Funds | 2.1 | <p>The Azania Bank has set aside funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in the TDS.</p> <p>Or</p> <p>The Azania Bank through the PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the Non-Consultancy Services named in the TDS and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the TDS.</p> |
| | | 2.2 | Payments will be made directly by the PE (or by financing institution specified in the TDS upon request by the PE to so pay) for each order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE |

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| 3. | Eligible Tenderers | 3.1 | The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the TDS . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA). |
| | | 3.2 | <p>In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms.</p> <p>The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a JVCA.</p> |
| | | 3.3 | The appointment of Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE. |
| | | 3.4 | Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested. |
| | | 3.5 | Any tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE. |
| | | 3.6 | National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender, the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract. |

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| | | 3.7 | <p>A Tenderer shall not have a conflict of interest.</p> <p>All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tender; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender. |
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| | | 3.8 | <p>A Tenderer may be ineligible if –</p> <p>a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>b) payments in favors of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property</p> <p>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</p> <p>f) the Tenderer is from ineligible country as specified under Section V [eligible countries] of this tendering document.</p> |
| | | 3.9 | <p>Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.</p> |
| | | 3.10 | <p>Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.</p> |

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| | | 3.11 | Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall request. |
| | | 3.12 | Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10%) percent of the tender price is envisaged. |
| 4 | Eligible Goods and Related Services | 4.1 | All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services. |
| | | 4.2 | For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, training and initial maintenance. |
| | | 4.3 | For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied. |
| | | 4.4 | The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin. |
| | | 4.5 | To establish the eligibility of the supplies and the related services, Tenderers shall fill the country- of-origin declarations included in the Form of Tender. |
| | | 4.6 | If so required in the TDS , the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender. |
| 5 | One Tender per Tenderer | 5.1 | A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture. |
| | | 5.2 | No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. |
| | | 5.3 | A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity. |
| | | 5.4 | A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified. |

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| 6 | Cost of Tendering | 6.1 | The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings. |
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B. TENDERING DOCUMENTS

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| 7 | Contents of Tendering Documents | 7.1 | <p>The services to be provided, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendment of Tendering Documents] include:</p> <p>PART 1: TENDERING PROCEDURES Section II Instructions to Tenderers (ITT); Section III Tender Data Sheet (TDS); Section IV Qualification and Evaluation Criteria; Section V Tendering Forms; Section VI Eligible Countries.</p> <p>PART 2: PROCURING ENTITY’S REQUIREMENTS Section VII Schedule of Requirements.</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS Section VIII General Conditions of Contract (GCC); Section IX Special Conditions of Contract (SCC); Section X Contract Forms.</p> |
| | | 7.2 | <p>The Invitation for Tenders (IFT) (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, the said Tendering Documents will take precedence.</p> |
| | | 7.3 | <p>The PE shall not be responsible for any Tendering Documents and their addenda, if they were not issued by the respective PE as directed in the Invitation for Tender Section I(8)</p> |
| | | 7.4 | <p>The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer’s risk and may result in the rejection of its tender.</p> |

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| 8 | Clarification of Tendering Documents | 8.1 | A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through the email address tenders@azaniabank.co.tz within the time specified in TDS prior to the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders] for open competitive methods and in the case of other tendering methods, as specified in TDS prior to the deadline. |
| | | 8.2 | The PE will within time specified in TDS after receiving the request for clarification respond and publish through email and upload to its website provided that such request is received within the time prescribed in TDS . |
| | | 8.3 | Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents]. |
| 9 | Amendment of Tendering Documents | 9.1 | Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a request for clarification(s) by prospective Tenderers, may modify the Tendering Documents by issuing addenda. |
| | | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through Azania Bank website to the participating Tenderers. |
| | | 9.3 | In order to allow prospective Tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders]. |

C. PREPARATION OF TENDERS

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| 10 | Language of Tender | 10.1 | <p>The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the TDS.</p> <p>Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p> |
| 11 | Documents and Sample(s) Constituting the Tender | 11.1 | <p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT14 [Form of Tender], ITT15 [Tender Prices], and ITT16 [Tender Currencies]; b) Sample(s) if requested in the TDS; c) Documentary evidence established in accordance with ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted; d) Documentary evidence established in accordance with ITT13.3(a) that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents; f) Tender security or Tender Securing Declaration furnished in accordance with ITT18 [Tender Security or Tender Securing Declaration]; g) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.2 [Format and Signing of Tenders] and h) Any other document, other than the documents under ITT11.1 |

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| | | 11.2 | <p>(a) Where a sample(s) is required by a PE, the sample shall be:</p> <ul style="list-style-type: none"> (i) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the IFT. (ii) Carriage paid; (iii) Received on, or before, the closing time and date for the submission of tenders and at the address shown in the TDS; and (iv) Evaluated to determine compliance with all characteristics listed in the TDS. <p>(b) and The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents, and are not submitted within the specified time; and shall retain the sample(s) of the successful tenderer.</p> |
| | | 11.3 | Where it is not possible to avoid using a propriety article as a sample, a Tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only. |
| | | 11.4 | Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them. |
| | | 11.5 | All samples produced from materials belonging to an unsuccessful tenderer which have not been claimed and collected by the tenderer within a period of thirty (30) days from the date of notification of unsuccessful tenderers by the PE shall be the property of the PE and shall be disposed in such a manner as may be directed by the Managing Director (MD). |
| 12 | Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents | 12.1 | Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the Contract. |
| | | 12.2 | The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment. |

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| | | 12.3 | <p>The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical and performance characteristics of the Goods;</p> <p>b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the TDS.</p> |
| | | 12.4 | <p>The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the PE.</p> |
| | | 12.5 | <p>For purposes of the commentary to be furnished pursuant to ITT 12.3(b), the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE 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 PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p> |
| | | 12.6 | <p>The required documents and other accompanying documents must be in the language of the tender. In case any other language than language of the tender is used, the pertinent translation into the language of the tender shall be attached to the original version.</p> |
| 13 | Documents Establishing Eligibility and Qualification of a Tenderer | 13.1 | <p>Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, necessary documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.</p> |
| | | 13.2 | <p>Tenderers shall furnish documents relating to eligibility during submission.</p> |
| | | 13.3 | <p>The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible country as defined under ITT 4</p> |

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| | | | [Eligible Goods and Related Services]. |
| | | 13.4 | <p>The documentary evidence of the Tenderer’s qualifications to perform the contract if its Tender is accepted shall establish to the PE’s satisfaction that:</p> <p>a) in the case of a Tenderer offering to provide services 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 in the United Republic of Tanzania;</p> <p>b) in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in Tanzania equipped, and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the CC and/or Technical Specifications on behalf of the Supplier.</p> <p>c) the Tenderer meets each of the qualification criterion specified in Section III [Qualification and Evaluation Criteria].</p> |
| 14 | Form of Tender and Price Schedule | 14.1 | The Form of tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3 [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested. |
| 15 | Tender Prices and Discounts | 15.1 | The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified in ITT 15.2 to 15.11. |
| | | 15.2 | All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s). |
| | | 15.3 | The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Tenderer. |
| | | 15.4 | The Tenderer shall quote discounts and the methodology for their application in the ‘Form of Tender’ in accordance with ITT 15.9. |
| | | 15.5 | The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule in Section VII. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. |
| | | 15.6 | All duties, taxes, and other levies listed in the TDS payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the |

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| | | | deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer. |
| | | 15.7 | If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract. |
| | | 15.8 | For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract. |
| | | 15.9 | Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the TDS . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT28 [Preliminary Examination of Tenders]. If, however, in accordance with the TDS , prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero. |
| | | 15.10 | If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price discounts for the award of more than one contract shall specify in their Tender the price discounts applicable to each package, or alternatively, to individual contracts within a package. |
| | | 15.11 | In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the TDS . Any Tenderer whose Tender Price exceeds the provided budget, shall be rejected. |
| 16 | Tender Currencies | 16.1 | Prices shall be quoted in the following currencies: a) for those inputs to the Services which the Tenderer expects to provide from within the United Republic of Tanzania, the prices shall be quoted in the Tanzania Shillings, unless otherwise specified in the TDS; and b) for those inputs to the Services which the Tenderer expects to provide from outside the United Republic of Tanzania, the prices shall be quoted in up to any three currencies of any eligible country. |

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| | | 16.2 | The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender. |
| | | 16.3 | Tenderers shall indicate details of their expected foreign currency requirements in the tender. |
| | | 16.4 | Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Contract are reasonable and responsive to ITT 16.1. |
| 17 | Tender Validity Period | 17.1 | Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline prescribed by the PE, pursuant to ITT22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive. |
| | | 17.2 | In exceptional circumstances, prior to the expiration of the Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through Azania Bank website. |
| | | 17.3 | The Tender Security provided under ITT 18 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration. |
| | | 17.4 | A Tenderer agreeing to the request will not be required nor permitted to modify its tender but will be required to extend the validity of its Tender Security in compliance with ITT 18 [Tender Security or Tender Securing Declaration] in all respects |
| | | 17.5 | In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension. |
| 18 | Tender Security or Tender Securing Declaration | 18.1 | Pursuant to ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish as part of its tender, a Tender Security in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section V [Tendering Forms]. |

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| | | 18.2 | The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 18.9. |
| | | 18.3 | <p>The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad valid for twenty- eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified banker's cheque.</p> <p>c) another security if indicated in the TDS</p> |
| | | 18.4 | The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section V [Tendering Forms] or another form approved by the PE prior to the Tender submission. |
| | | 18.5 | The tender security or tender securing declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the tender security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 [Eligible Tenderers] and ITT 11.2 [Documents and Sample(s) Constituting the Tender] |
| | | 18.6 | Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders]. |

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| | | 18.7 | <p>Unsuccessful Tenderers' Tender Security will be released back as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the PE pursuant to ITT 17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly release the tender security, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.</p> |
| | | 18.8 | <p>The successful Tenderer's Tender Security will be released upon the furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].</p> |
| | | 18.9 | <p>In the case of Tender Security, it shall be forfeited if:</p> <p>a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p> |
| | | 18.10 | <p>In the case of Tender Securing Declaration, it shall be executed if:</p> <p>a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p> |
| | | 18.11 | <p>The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in all tenders floated by public bodies during the period</p> |

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| | | | of debarment. |
| 19 | Alternative Tenders by Tenderers | 19.1 | Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the PE. |
| | | 19.2 | When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section IV, Qualification and Evaluation Criteria. |
| | | 19.3 | When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluation, and described in Section VII, Procuring Entity's Requirements |
| 20 | Format and Signing of Tender | 20.1 | The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender]. |
| | | 20.2 | The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating names and positions of each signatory as specified in the TDS . |
| | | 20.3 | The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the Tenderer is awarded the contract. |

D. SUBMISSION OF TENDERS

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| 21 | Submission of Tenders | 21.1 | All tenders shall be submitted physically on date and time indicated in TDS. Tenders submitted physically shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. |
| | | 21.2 | The tender shall be enclosed in plain sealed envelope, marked with the company name, Tender name and Lot number if applicable for identity and authentication purposes and properly addressed to ‘Procurement Management Unit, Azania Bank Plc, P.O Box 32089, Dsm. |
| | | 21.3 | Tenders submitted shall be received in full prior to the closing time and the Tenderers shall register in the receipt book provided by PE as an acknowledgment of receipt of their tenders |
| | | 21.4 | Tenderers must ensure the integrity, completeness and authenticity of their submission. |
| | | 21.5 | In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the TDS not later than the date and time specified in the TDS . |
| 22 | Deadline for Submission of Tenders | 22.1 | Tenders shall be received by the PE through physical submission not later than the date and time specified in TDS. |
| | | 22.2 | The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline. |
| 23 | Late Tenders | 23.1 | Azania Bank does not accept tender submitted after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders]. |
| 24 | Modification, Substitution and Withdrawal of Tenders | 24.1 | A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system. |
| | | 24.2 | No Tender may be withdrawn, after 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 shall result in execution of Tender Security or Tender Securing Declaration, pursuant to the ITT18.9 [Tender Security or Tender Securing Declaration]. |

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| | | 24.3 | Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity including any extension thereof pursuant to ITT 17.2 [Tender Validity Period], shall result in execution of Tender Security or Tender securing declaration pursuant to ITT18.6 [Tender Security or Tender Securing Declaration]. |
| | | 24.4 | Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission. |

E. OPENING AND EVALUATION OF TENDERS

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| 25 | Opening of Tenders | 25.1 | Applications will be opened immediately in the presence of the applicants or their representatives who choose to attend the opening session after the deadline date and time. Readout prices shall be uploaded in the Azania Bank website. |
| | | 25.2 | A Tenderer or any other person with interest in the tender process can access tender opening records in the website. |
| 26 | Confidentiality | 26.1 | Information relating to the examination, clarification, evaluation and comparison of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Tenderer has been issued. |
| | | 26.2 | Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender. |
| 27 | Clarification of Tenders | 27.1 | In order to assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered. |
| | | 27.2 | The request for clarification shall be communicated through email address tenders@azaniabank.co.tz and the Tenderer shall respond through email and upload in the website. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise. |
| 28 | Preliminary Evaluation of Tenders | 28.1 | Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender: a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderers] and ITT 4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself. |

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| | | 28.2 | <p>A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that:</p> <p>a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or</p> <p>b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply “Deviation” is a departure from the requirements specified in the Tendering Document; “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document.</p> |
| | | 28.3 | <p>The PE will confirm that the documents and information specified under ITT11 [Documents and Samples Constituting the Tender], ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT13 [Documents Establishing Eligibility and Qualification of a Tenderer] have been provided in the tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the tender shall be rejected.</p> |
| | | 28.4 | <p>The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p> |
| | | 28.5 | <p>Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.</p> |

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| | | 28.6 | Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. |
| | | 28.7 | If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity. |
| | | 28.8 | <p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender. |

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| | | 28.9 | <p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <p>a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; **the system should be able to take on board this instruction based on the scope provided in schedule of requirements**</p> <p>b) failure to quote for an item in the package; **the system should be able to take on board this instruction based on the requirements in the schedule of requirements**</p> <p>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended;</p> <p>d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.</p> |
| 29 | Technical Evaluation | 29.1 | The PE shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation. |
| | | 29.2 | The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents], to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation. |
| | | 29.3 | If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders], it shall reject the Tender. |
| 30 | Conversion to Single Currency | 30.1 | To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania (BoT) twenty-eight (28) days prior to the date specified for opening of tenders. |

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| 31 | Commercial Evaluation of Tenders | 31.1 | The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders]. |
| | | 31.2 | <p>To evaluate a Tender, the PE shall consider the following:</p> <p>a) evaluation will be done for Items or Lots (contracts); and the Tender Price as quoted in accordance with clause 15;</p> <p>b) price adjustment due to discounts offered in accordance with ITT 15.4 [Tender Prices];</p> <p>c) converting the amount resulting from applying (a) to (b) above, if relevant, to a single currency in accordance with ITT 31 [Conversion to Single Currency];</p> <p>d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and 28.6 [Preliminary Examination of Tenders]</p> <p>e) e) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].</p> |
| | | 31.3 | The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation. |
| | | 31.4 | If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [Qualification and Evaluation Criteria] |
| | | 31.5 | <p>The PE's evaluation of a Tender shall exclude and not take into account:</p> <p>a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and</p> <p>c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.</p> |

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| | | 31.6 | The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 15 [Tender Price]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in TDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 31.2 |
| | | 31.7 | The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania. |
| 32 | National Preference | 32.1 | If the TDS so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria]. |
| | | 32.2 | Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria]. |
| 33 | Determination of Lowest Evaluated Tender | 33.1 | The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender. |
| | | 33.2 | In the case of National, International and Restricted Competitive Tendering on specified fixed budget project, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected. |
| 34 | Post-qualification of Tenderer | 34.1 | After determining the lowest-evaluated tender, if pre-qualification was not undertaken, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in Section IV [Qualification and Evaluation Criteria] |

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| | | 34.2 | <p>Where the tender price of the lowest evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low.</p> <p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; and</p> <p>(d) The PE shall not incur any liability solely by rejecting abnormally tender.</p> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p> |
| | | 34.3 | <p>The PE 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, in accordance with the criteria listed in Section IV [Qualification and Evaluation Criteria].</p> |
| | | 34.4 | <p>The determination will take into account the Tenderer's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Section IV – Qualification and Evaluation Criteria, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.</p> |
| | | 34.5 | <p>A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.</p> |
| | | 34.6 | <p>In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.</p> |

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| | | 34.7 | 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 PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily. |
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F. AWARD OF CONTRACT

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| 35 | Criteria of Award | 35.1 | <p>Subject to ITT 33 [Determination of Lowest Evaluated Tender] and ITT 36 [Negotiations], the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers];</p> <p>b) qualified to perform the contract satisfactorily; and</p> <p>c) successful negotiations have been concluded (if any).</p> |
| | | 35.2 | <p>If this Contract is being let on lots basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.</p> |
| 36 | Negotiations | 36.1 | <p>Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the statement of requirements or specifications;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents;</p> <p>(c) a minor amendment to the SCC;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) clarifying details that were not apparent or could not be finalized at the time of tendering; or</p> <p>(g) reduction of tender price to match the available</p> <p>PEs estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance with ITT 34.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering.</p> |
| | | 36.2 | <p>Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not re-open earlier negotiations.</p> |

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| 37 | PE's Right to Accept any Tender and to Reject or All Tenders | 37.1 | Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to annul the tendering process and reject all tenders at any time prior to award of the contract without thereby incurring any liability to the affected Tenderer(s). |
| | | 37.2 | Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders their official email address. |
| | | 37.3 | The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender(s) but the PE is not obliged to justify those grounds. |
| 38 | PE's Right to Vary Quantities at the Time of Award | 38.1 | The PE reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender and Tendering Documents. |
| 39 | Intention to Award and Notification of Award | 39.1 | Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through official email address to all Tenderers who participated in the tender in question giving them five (5) working days within which to submit complaints to the PE thereof, if any. The condition of such period shall not apply when only one tenderer has responded in competitive tendering or single source, National Shopping or minor value procurement. |
| | | 39.2 | Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through email, of the award by the PE prior to expiration of the Tender validity period. |
| | | 39.3 | The notification of award (Letter of Acceptance) will be part of documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract]. |
| 40 | Performance Security or Performance Securing Declaration | 40.1 | Within twenty-eight (28) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the TDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. |

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| | | 40.2 | <p>In the case of Performance Security, it shall be in the form specified in the TDS and SCC, and shall be in any of the following:</p> <p>(a) electronic money transfer, cash, certified cheque, cashier's or manager's cheque, or bank draft;</p> <p>(b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;</p> <p>(c) unconditional bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or</p> <p>(d) surety bond issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p> |
| | | 40.3 | <p>In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms-Performance Securing Declaration].</p> |
| | | 40.4 | <p>Failure of the successful Tenderer to comply with the requirement of ITT 40.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.</p> |
| 41 | Signing of Contract | 41.1 | <p>Promptly after notification of award, PE shall send the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.</p> |
| | | 41.2 | <p>Within fourteen (14) calendar days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.</p> |
| | | 41.3 | <p>Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 18.7 [Tender Security or Tender Securing Declaration].</p> |
| 42 | Advance Payment | 42.1 | <p>The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the TDS.</p> |

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| | | 42.2 | The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) in the form provided in Section X [Contract Forms]. |
| | | 42.3 | For the purpose of receiving the Advance Payment, the Tender shall make and estimate of, and include in its Tender, the expense that will be incurred in order to commence the service. These expenses will relate to the mobilization of equipment, machinery, materials and on the engagement of labor during the first month beginning with the date of the PE's "Notice to commence as specified in the SCC. |
| 43 | Fraudulent, Corrupt, Coercive or Obstructive Practices | 43.1 | <p>The PEs and Tenderers are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: -</p> <p>a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>d) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act.</p> |
| | | 43.2 | The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract; |
| | | 43.3 | A firm will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten (10) years, to be awarded a public contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in |

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| | | | executing, a public contract. |
| | | 43.4 | The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten (10) years to be awarded a public contract in the United Republic of Tanzania. |
| | | 43.5 | Any communications between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication. |

G. REVIEW OF PROCUREMENT DECISIONS

| | | | |
|----|--|------|---|
| 44 | Right to Review | 44.1 | A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder. |
| 45 | Time Limit on Review | 45.1 | The Tenderer shall submit an application for review within seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute. |
| 46 | Submission of Applications for Review | 46.1 | Any application for administrative review shall be submitted through official letter addressed to; Managing Director, Azania Bank Plc. P.O Box 32089, Dar es Salaam. |
| | | 46.2 | For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Managing Director shall be submitted official letter to the Managing Director with a copy electronically served to the Delegated Managing Director. |
| | | 46.3 | The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint. |
| | | 46.4 | The Managing Director (MD) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force. |

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| 47 | Decision by the Managing Director (MD) of PE | 47.1 | <p>The Managing Director (MD) of a PE shall, within seven (7) Calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <p>a) whether the application is upheld in whole, in part or rejected;</p> <p>b) the reasons for the decision; and</p> <p>c) any corrective measures to be taken.</p> |
| | | 47.2 | <p>Where the Managing Director of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority] within seven (7) Calendar days after such specified time and upon instituting such proceedings, the competence of the Managing Director of a PE to entertain the complaint or dispute shall cease.</p> |
| 48 | Review by the Public Procurement Appeals Authority | 48.1 | <p>Complaints or disputes which:</p> <p>(a) are not settled within the specified period under ITT 47.1 [Decision by the Managing Director of PE];</p> <p>(b) are not amicably settled by the Managing Director; or arise after the procurement contract has entered into force pursuant to ITT 39 [Notification of Award],</p> <p>(c) shall be referred to the Public Procurement Appeals Authority (PPAA) within seven (7) Calendar days from the date when the Tenderer received the decision of the Managing Director or, in case no decision is issued after the expiry of the time stipulated under ITT 47.1 [Decision by the Managing Director of a PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 45.1 [Time Limit on Review]. The address for Appeals to PPAA is as indicated in the TDS:</p> |
| | | 48.2 | <p>The Appeals Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any</p> |
| | | 48.3 | <p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p> |

SECTION III: TENDER DATA SHEET

TENDER DATA SHEET

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

| Ser. No | Required Information/Data | ITT Clause | Information/Data to be filled in by the PE |
|---------|----------------------------|------------|---|
| 1. | Name of the PE | 1.1 & 2.1 | Azania Bank Plc. |
| 2. | Name of the Tender | 1.1 & 2.1 | <p>Tender No.: ABL/2023/NCS/13 for</p> <p>Provision of Fumigation and pest control services.</p> <p>Lot # 1: Eastern Zone branches (all DSM Head Office and branches, Service Centers and Bureaus, Zanzibar branch, Morogoro branch,)</p> <p>Lot #2: Central Zone branches (Sokoine branch and Dodoma Service Center)</p> <p>Lot #3: Lake zone branches (Rock-city branch, Mwaloni branch, Rwagasore branch, Lamadi branch, Geita branch, Katoro branch, Kahama branch, Kagongwa branch, Nyarugusu Service Center, Geita Mineral Center, Serengeti Service Center)</p> <p>Lot #4: Northern Zone branches (Arusha City Branch, ABC branch, Moshi branch Tanga branch, Namanaga Service Center, Arusha Town Service Center, Boma Road Service Center, Moshi Town Service Center, KIA Bureau De Change)</p> <p>Lot # 5: Southern & Southern Highland Zone branches (Mbeya & Tunduma Branch)</p> |
| 3. | Expected Contract Duration | 1.1 | <p>The contract will commence Immediately after signing the contract.</p> <p>The contract duration is One (1) year from contract signing date that is subject to extension for another term based on satisfactory performance.</p> <p>Performance appraisal will be done on quarterly basis within the contract period and satisfactory performance will be judged by a pass mark of 70% and above.</p> |
| 4. | Method of procurement | 1.2 | Tendering will be conducted through National Competitive Tendering. |
| 5. | Financial year | 2.1 | 2024 |
| 6. | Financing Institution | 2.1 & 2.2 | Not Applicable |
| 7. | Eligible Tenderers | 3.1 | Sole Proprietor Local, Company Local, Manufacturer Local, Partnership Local and Special Group. |

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| 8. | Number of JVCA Members | 3.2 | Not Applicable |
| 9. | Sub-Contracting Arrangements | 3.12 | Subcontracting shall be Not Applicable |
| 10. | Site Visit and Pre-tender Meeting | 6.4 | Site visit: Will not be conducted. |
| 12. | Language of the Tender | 10.1 | English |
| 13. | Other required documents | 11.1(i) | Not Applicable. |
| 14. | Information to be submitted by JVCA | 12.4 | JVCA is not Applicable. |
| 15. | Alternative tenders and Alternative Completion Time | 15.1 & 15.2 | Not Applicable. |
| 17. | Technical Alternatives | 15.3 | Not Applicable |
| 18. | Duties and taxes to be paid by Service Provider | 16.6 | Duties and Taxes to be paid by Service Provider: VAT (if eligible) and Withhold Tax. |
| 19. | Price Adjustment | 16.7 | The Price shall be Fixed |
| 20. | Fixed Budget Tender | | Not Applicable. |
| 21. | Currency of the Tender | 17.1(a) | The Tanzanian Shilling |
| 22. | Tender Validity Period | 18.1 | 120 Days |
| 23. | Form of Tender Security, Amount and Currency of Tender Security | 19.1 | Tender Securing Declaration. |
| 24. | Other form of Tender Security | 19.3 | Not Applicable |
| 25. | Tender authorization documents | 20.2 | Special Power of Attorney |
| 27. | Domestic Preference | 32.1 | Refer Section of Qualification and Evaluation Criteria. |
| 28. | Percentage for Increase and Decrease for Quantities | 38.1 | Not Applicable |
| 29. | Performance security/Performance Securing Declaration | 40.1 | Performance Securing Declaration. |
| 30. | Advance Payment | 42.1 | The Advance Payment shall be Not Applicable. |

| | | | |
|-----|-------------------------------------|------|---|
| 31. | Adjudicator | 43.1 | Not Applicable |
| 32. | Source of the Adjudicator | 43.2 | Not Applicable |
| 33. | Address to Submit an Appeal to PPAA | 48.2 | <p>The address for Appeal to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Mkandarasi Place, 4th Floor, Jakaya Kikwete Road P.O Box 1385 Dodoma Telephone +255262962411 Mobile:+255743505505 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p> |

**SECTION IV: QUALIFICATION AND EVALUATION
CRITERIA**

QUALIFICATION AND EVALUATION CRITERIA

1. PRELIMINARY EVALUATION

During preliminary evaluation PE will check the eligibility criteria by looking on the following;

| No. | Mandatory Requirements | Submitted / Not Submitted |
|-----|---|------------------------------|
| 1 | Proof of document purchase | |
| 2 | Form of Tender in the format provided | |
| 3 | Tender securing declaration | |
| 4 | Submission of Power of attorney | |
| 5 | Valid Tax Clearance Certificate from the date of tender opening | |
| 6 | Valid and Relevant Business license | |
| 7 | Certificate of registration/Incorporation | |
| 8 | Certificate of Registration from Pesticides Registrar. | |
| 9 | Independently reviewed/audited Financial statements for the past two years of 2021 & 2022 | |

NB: Bidders must meet all the Mandatory Requirements above before continuing to the next stage of evaluation

2. TECHNICAL EVALUATION:

| No. | Technical Criteria | Score | Awarded Score |
|-----|---|----------|---------------|
| 1 | Number of years in the provision of fumigation and pest control services <ul style="list-style-type: none"> • 5 years and above • Others prorated at: (No. of years x 20)/5 | 20 marks | |
| 2 | Provide list of major clients to which the company has done similar service of which one must be a bank. <ul style="list-style-type: none"> • 5 or more clients • Others prorated at: (No. of years x 20)/5 | 20 marks | |
| 3 | Attach reference letter from at least two clients between 2021 to 2023 including the names and addresses of the Employers for verification | 20 marks | |

NB: Technical Evaluation will carry a weight of 60 marks.

3. FINANCIAL EVALUATION:

The responsive bidders shall be subjected to price comparison and will carry 40 marks.

$$F_s = (C_{low} / C) \times 0.4$$

Where:

F_s = Financial Score – (Repair Service cost + Maintenance Service cost)

C_{low} = Lowest Price Proposal

C = Price of Current bid in question

Overall Ranking:

The combined result of the technical and financial proposals will determine the final Overall ranking.

Final Score = Ts + Fs

Award will be made to the lowest evaluated responsive bidder after combining Technical and Financial Evaluation.

SECTION V: TENDERING FORMS

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

1.0 Form of Tender

Date: _____

Tender No. _____

To: Azania Bank Plc.
[name and address of procuring entity]

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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 provide the Insurance Cover Services in accordance with the conditions of the tender.
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 the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. Dated this _____ day of _____ 20_____

[Signature]

[In the capacity of]

7. Duly authorized to sign tender for and on behalf of _____

2.0: Tender Securing Declaration

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

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

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

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

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

We, the undersigned, declare that:

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

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

- (a) have withdrawn 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 (hereinafter “the ITT”) of the IFT
- (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, or (ii) fail or refuse to furnish the Performance Security, 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 Tenderer; 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 Tender for and on behalf of: *[insert complete name of Tenderer]*

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

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

3.0: 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.....ofday 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

SECTION VI: DESCRIPTION OF SERVICES

NOTES:

1. The service is to be done as per schedule of service to each zone.
2. In event of significant re-infestation of undesired pests within one month from the date of fumigation, the service provider shall be required to repeat the fumigation service at no cost to the Bank.

Note: Service provider should use only chemicals authorized by TANZANIA PESTICIDES RESEARCH INSTITUTE (TPRI), which are also non-CARCINOGENIC.

Table 1: List of branches per Zone

| S/N | LOT # | LIST OF ZONES AND ITS CORRESPONDING BRANCHES |
|-----|-------|--|
| 1 | 1 | Eastern Zone branches (all DSM branches, Zanzibar branch, Morogoro branch) |
| 2 | 2 | Central Zone branches – (Sokoine branch and Dodoma Service Center) |
| 3 | 3 | Lake zone branches (Rock-city branch, Mwaloni branch, Rwagasore branch, Lamadi branch, Geita branch, Katoro branch, Kahama branch, Kagongwa branch, Nyarugusu Service Center, Geita Mineral Center, Serengeti Service Center) |
| 4 | 4 | Northern Zone branches (Arusha City Branch, ABC branch, Moshi branch Tanga branch, Namanaga Service Center, TPA Service Center, ArusHA Town Service Center, Boma Road Service Center, Moshi Town Service Center, KIA Bureau De Change) |
| 5 | 5 | Southern Zone branches (Mbeya & Tunduma Branches) |

PART 2: PROCURING ENTITY'S REQUIREMENTS

SECTION VII: ACTIVITY SCHEDULE

ACTIVITY SCHEDULE

PEST CONTROL SERVICES AT AZANIA BANK PREMISES

LOT NO. 1

| Lot No. | Zone | Type | Name | Schedule of Service | Area Covered in Sqm. | Rate per Service | Amount | | |
|---------|-----------------------|--------------------------|--------------------------------|---------------------|---|------------------|--------|--|--|
| 1 | Eastern Zone branches | Branches | Head Office - Mwasiliano Tower | N/A | N/A | | | | |
| | | | Head Office - Obama Drive | 4-times a year | 1,247.17 | | | | |
| | | | Masdo Branch | 4-times a year | 806.76 | | | | |
| | | | Kariakoo Branch | 4-times a year | 600 | | | | |
| | | | Tegeta Branch | 4-times a year | 220 | | | | |
| | | | Sam Nujoma Branch | 4-times a year | 900 | | | | |
| | | | Kisutu Branch | 4-times a year | 200 | | | | |
| | | | Lumumba branch | 4-Times a Year | 150 | | | | |
| | | | IFB branch | 4-times a year | 500 | | | | |
| | | | TCRA Agency | N/A | 174.24 | | | | |
| | | Oysterbay branch | 4-times a year | 150 | | | | | |
| | | TPA Collection Center | 4-times a year | 100 | | | | | |
| | | Morogoro Branch | 2-Times a Year | 220 | | | | | |
| | | Karume branch - Zanzibar | 4-Times a year | 210 | | | | | |
| | | Service Center | Tiffany Hotel | 2-Times a year | 22 | | | | |
| | | | IPS | 2-Times a year | 36.96 | | | | |
| | | | Sikukuu - Kariakoo | 2-Times a year | 15 | | | | |
| | | | | | Cost of Fumigation per service without VAT | | | | |
| | | | | | Add: 18% VAT | | | | |
| | | | Grand Total | | | | | | |

LOT NO. 2

| Lot No. | Zone | Type | Name | Schedule of Service | Space in Sqm. | Rate | Amount |
|---------|--------------|----------------|---|---------------------|---------------|------|--------|
| 2 | Central Zone | Branch | Sokoine Branch | N/A | 253 | | |
| | | Service Center | Dodoma Service Center | 2-Times a year | 41 | | |
| | | | Cost of Fumigation per service without VAT | | | | |
| | | | Add: 18% VAT | | | | |
| | | | Grand Total | | | | |

LOT NO. 3

| Lot No. | Zone | Type | Name | Schedule of Service | Space in Sqm. | Rate | Amount |
|---------|-----------------------|----------------|---------------------------|---------------------|---|------|--------|
| 3 | Eastern Zone branches | Branches | Rock-city branch, | 4-Times a year | 259 | | |
| | | | Mwaloni branch, | 4-Times a year | ~114 | | |
| | | | Rwagasore branch, | 4-Times a year | 106 | | |
| | | | Lamadi branch, | 4-Times a year | ~150 | | |
| | | | Geita branch, | 4-Times a year | 600 | | |
| | | | Katoro branch, | 4-Times a year | ~150 | | |
| | | | Kahama branch, | 4-Times a year | 600 | | |
| | | | Kagongwa branch, | 4-Times a year | ~100 | | |
| | | Service Center | Nyarugusu Service Center, | 4-Times a year | 145 | | |
| | | | Geita Mineral Center, | 2-Times a year | ~40 | | |
| | | | Serengeti Service Center | 2-Times a year | ~40 | | |
| | | | Mwanza Huduma | 2-Times a year | 80 | | |
| | | | | | Cost of Fumigation per service without VAT | | |
| | | | Add: 18% VAT | | | | |
| | | | Grand Total | | | | |

LOT NO. 4

| Lot No. | Zone | Type | Name | Space in Sqm. | Schedule of Service | Rate | Amount |
|---------|------------------------|----------------|-----------------------------|----------------|---|------|--------|
| 4 | Northern Zone branches | Branches | Arusha City Branch, | 4-Times a year | 208.5 | | |
| | | | ABC branch, | 4-Times a year | 330 | | |
| | | | Moshi branch | 4-Times a year | 358.74 | | |
| | | | Tanga branch, | 2-Times a year | 356 | | |
| | | Service Center | Namanga Service Center, | 2-Times a year | 52 | | |
| | | | Arusha Town Service Center, | 2-Times a year | 14.8 | | |
| | | | TFA Service Center | 2-Times a year | 25 | | |
| | | | Moshi Town Service Center, | 2-Times a year | ~25 | | |
| | | | Boma Road Service Center, | 2-Times a year | 20 | | |
| | | | | | Cost of Fumigation per service without VAT | | |
| | | | Add: 18% VAT | | | | |
| | | | Grand Total | | | | |

LOT NO. 5

| Lot No. | Zone | Type | Name | Schedule of Service | Space in Sqm | Rate | Amount |
|---------|-----------------------------------|----------|---|---------------------|--------------|------|--------|
| 5 | Southern & Southern Highland Zone | Branches | Mbeya Branch | 2-Times a year | 204 | | |
| | | | Tunduma Branch | 4-Times a year | 389 | | |
| | | | Cost of Fumigation per service without VAT | | | | |
| | | | Add: 18% VAT | | | | |
| | | | Grand Total | | | | |

N/A - Not Applicable

**PART 3 - CONDITION OF CONTRACT AND CONTRACT
FORMS**

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

A. General Provisions

| GCC Clause | Sub-GCC Clause | Description |
|-----------------------|----------------|---|
| 1. Definitions | 1.1 | <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) The Adjudicator is the person appointed by the parties as specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 59 hereunder.</p> <p>(b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;</p> <p>(c) The “Arbitrator” is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes</p> <p>(d) “completion date” means the date of completion of the Services by the Service Provider as certified by the Employer;</p> <p>(e) “the Contract” the agreement entered into between the Procuring Entity and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>(f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>(g) “days” means calendar days;</p> <p>(h) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>(i) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>(j) “Day-works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;</p> <p>(k) “Employer” means the party who employs the Service Provider and as specified in the SCC;</p> <p>(l) “Foreign Currency” means any currency other than Tanzanian Shilling;</p> <p>(m) “force majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances;</p> <p>(n) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition;</p> |

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| | | <p>(o) “GCC” means these General Conditions of Contract;</p> <p>(p) “Government” means the Government of Tanzania;</p> <p>(q) “Local Currency” means the currency of the United Republic of Tanzania;</p> <p>“Member,” in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the Entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>(r) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(s) “personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(t) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Employer. Details of the Service Provider will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>(u) “Service Provider’s Tender” means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>(v) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(w) “specifications” means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>(x) “services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Tender.</p> <p>(y) “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(aa) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;</p> <p>(bb) “Subcontractor” means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 8.1.</p> <p>(cc) “Site” means the place(s) named in SCC.</p> <p>(dd) “obstructive practice” means acts intended to materially impede</p> |
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| | | <p>access to required information in exercising a duty under this Act;</p> <p>(ee) “value engineering” is a systematic and organized approach to provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.</p> |
| 2. Applicable Law and Interpretation | 2.1 | The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC . |
| | 2.2 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> a) Form of Agreement; b) Letter of Acceptance; c) Special Conditions of Contract; d) General Conditions of Contract; e) Specifications; f) Drawings/Maps; g) BOQ if any h) Completed Activity Schedule h) Any other document listed in the SCC as forming part of the Contract. [This will be indicated as Appendices: Appendix 1 -Appendix nth] |
| 3. Conditions Precedent | 3.1 | Having signed the Contract, it shall come into effect after Service Provider fulfilling the conditions precedent specified in the SCC . |
| | 3.2 | If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect. |
| | 3.3 | If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date. |
| 4. Governing Language | 4.1 | The language of the Contract and the law governing the Contract are stated in the SCC . |

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| 5. Notices | 5.1 | Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or emails, to such Party at the address specified. Details of the Service Provider's Address will be available in the Contract Finalization Information Section in the Contract Agreement. |
| 6. Location | 6.1 | The Services shall be performed at such locations as are specified in Appendix A to this Contract, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve. |
| 7. Authorized Representatives | 7.1 | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC . |
| 8. Subcontracting | 8.1 | The Service Provider may subcontract with the approval of the Employer's Representative but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations. |
| 9. Other Service Providers | 9.1 | The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC . The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers and shall notify the Service Provider of any such modification. |
| 10. Taxes and Duties | 10.1 | The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

B. Commencement, Completion, Modification, and Termination of Contract

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| 11. Effectiveness of Contract | 11.1 | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC . |
| 12. Commencement of Services | 12.1 | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. |
| | 12.2 | The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC . |
| 13. Intended Completion Date | 13.1 | Unless terminated earlier pursuant to GCC 17, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 29. In this case, the Completion Date will be the date of completion of all activities. |

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| 14. Modification | 14.1 | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained. |
| 15. Value Engineering | 15.1 | <p>If specified in the SCC, The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality. |
| | 15.2 | <p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Employer; or (c) improves the quality, efficiency, safety or sustainability of the services; or (d) yields any other benefits to the Employer, without compromising the necessary functions of the Services. |
| | 15.3 | <p>If the value engineering proposal is approved by the Employer and results in:</p> <ul style="list-style-type: none"> (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in 15.2 above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price. |
| 16. Force Majeure | 16.1 | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| | 16.2 | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |

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| | 16.3 | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| | 16.4 | Payments shall be made promptly by the Employer, within sixty(60) days after submission of an invoice or claim by the Supplier. If the Employer makes a delayed payment, the Supplier shall be paid interest on the delayed payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC. |
| 17. Termination by the Employer | 17.1 | <p>The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause and sixty (60) days in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication; b) if the Service Provider become insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing the Contract. e) if the Service Provider does not maintain a Performance Security in accordance with GCC 30 [Performance Security]; f) if the Employer, in its sole discretion, decides to terminate this Contract. |
| 18. Termination by the Service Provider | 18.1 | <p>The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none"> (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days. |

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| 19. Payment upon Termination | 19.1 | <p>Upon termination of this Contract pursuant to GCC 17.1 or 18.1, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 52 [Terms and Conditions of Payment] for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 17.1 [Termination by the Employer], reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p> |
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C. Obligations of the Service Provider

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| 20. General | 20.1 | <p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.</p> |
| | 20.2 | <p>The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 24 [Protection of the Environment].</p> |
| | 20.3 | <p>The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p> |
| 21. Conflict of Interests | 21.1 | <p>The remuneration of the Service Providers pursuant to GCC 49 [Lumpsum Remuneration] shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> |
| | 21.2 | <p>The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services</p> |

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| | 21.3 | Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC. |
| 22. Confidentiality | 22.1 | The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer. |
| 23. Insurance to be Taken out by the Service Providers | 23.1 | The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid |
| 24. Protection of the environment | 24.1 | As applicable, the Service Provider shall take all necessary measures to: protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/or activities. |
| | 24.2 | The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws. |
| | 24.3 | In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer |
| 25. Health and Safety | 25.1 | The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Personnel employed for the execution of Services at the locations where the Services are executed. |
| | 25.2 | The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics |

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| | 25.3 | The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require. |
| | 25.4 | The Service Provider shall conduct an HIV-AIDS awareness programme and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community. |
| | 25.5 | If required in the SCC , the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract. The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws. |
| | 25.6 | The health and safety manual shall set out any applicable health and safety requirement under the Contract, which may include: (a) the procedures to establish and maintain a safe working environment; (b) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards); (c) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, (d) the measures to be implemented to avoid or minimize the spread of communicable diseases; and (e) any other requirements stated in the Employer's Requirements. |
| 26. Service Providers' Actions Requiring Employer's Prior Approval | 26.1 | The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC. |
| | 26.2 | Submission by the Service Provider for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. |
| 27. Reporting Obligations | 27.1 | The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. |

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| | 27.2 | If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects. |
| | 27.3 | The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident- causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. |
| | 27.4 | The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the time frame agreed with the Employer. |
| | 27.5 | The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub-Clause. |
| 28. Documents Prepared by the Service Providers to be the Property of the Employer | 28.1 | All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC . |
| 29. Lack of performance penalty | 29.1 | If the Service Provider does not provide services to the required service levels, a penalty for lack of performance will be paid by the Service Provider as specified in the SCC . |
| 30. Performance Security | 30.1 | The Service Provider shall provide the Performance Securing Declaration or Performance Security (as the case may be) to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC . |

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| | 30.2 | Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price. |
| | 30.3 | In the case of Performance Securing Declaration, it shall remain in force until the completion of the Services, and in the event the Service Provider failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority. |
| 31. Sustainable Procurement | 31.1 | The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC. |
| 32. Code of Conduct | 32.1 | The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations where the Services are provided. |
| | 32.2 | The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate. |
| | 32.3 | The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people by the services. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community. |
| | 32.4 | The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations. |
| 33. Training of Service Provider's Personnel | 33.1 | The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH. |
| | 33.2 | As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer. |
| | 33.3 | The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel. |

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| 34. Security of the Site | 34.1 | Unless stated otherwise in the SCC , the Service Provider shall be responsible for the security at the locations where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public. |
| | 34.2 | If required in the SCC , prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the Site(s) where the Services are executed. |
| | 34.3 | In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements. |
| | 34.4 | The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements. |
| | 34.5 | The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes inproportion to the nature and extent of the threat. |
| 35. Cultural HeritageFindings | 35.1 | All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations where the Services are carried out shall be placed under the care and custody of the Employer. |
| | 35.2 | As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructionsfor dealing with it. |

D. Service Provider's Personnel

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| 36. Description of Personnel | 36.1 | The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer. |
| 37. Engagement of Service Provider's Personnel | 37.1 | The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use labor from local community that has the necessary skills. |
| | 37.2 | Subject to GCC 46.1 [Assistance and Exemptions], the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services in the United Republic of Tanzania. |
| | 37.3 | The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. |
| | 37.4 | The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel |
| 38. Removal and/or Replacement of Personnel | 38.1 | Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications. |
| | 38.2 | <p>The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract; (f) has been recruited from the Employer's Personnel; (g) undertakes behavior which breaches the Code of Conduct (ES), as applicable. <p>As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p> |

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| | 38.3 | Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of GCC 38.2 above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider's Personnel who engages in 38.2 (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in 38.2(f) above. |
| | 38.4 | The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |
| 39. Labor Laws | 39.1 | The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. |
| | 39.2 | The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors. |
| | 39.3 | The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. |
| 40. Rates of Wages and Conditions of Labor | 40.1 | The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established by an appropriate authority or body for the trade or industry. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider. |
| | 40.2 | The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes applicable within the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the applicable laws of Tanzania for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. |
| 41. Facilities for Service Provide 's Personnel | 41.1 | The Service Provider shall provide and maintain all necessary accommodation and welfare facilities stated in the SCC for the Service Provider's Personnel employed for the execution of the Contract at the locations where the Services are provided. |
| | 41.2 | In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return and burial, unless otherwise specified in the SCC. |

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| 42. Workers' Organizations | 42.1 | In accordance with relevant labor laws in Tanzania which recognize workers' rights to form and to join workers' organizations of their choice and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. |
| | 42.2 | Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce. |
| 43. Non-Discrimination and Equal Opportunity | 43.1 | The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. |
| | 43.2 | Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause). |
| 44. Forced Labor | 44.1 | The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. |
| | 44.2 | No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| 45. Child Labor | 45.1 | The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). |

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| | 45.2 | The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. |
| | 45.3 | The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work. |
| | 45.4 | Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or confinement on the premises of the employer. |

E. Obligations of the Employer

| | | |
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| 46. Assistance and Exemptions | 46.1 | The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC. |
| 47. Change in the Applicable Law | 47.1 | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 50.1) [Contract Price], as the case may be. |
| 48. Services and Facilities | 48.1 | The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F. |

F. Payments to the Service Provider

| | | |
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| 49. Lump-Sum Remuneration | 49.1 | The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC50.1, the Contract Price may only be increased above the amounts stated in GCC 50 if the Parties have agreed to additional payments in accordance with GCC51.1 [Payment for Additional Services, and Performance Incentive Compensation]. |
| 50. Contract Price | 50.1 | Price payable in local currency and in foreign currency (if any) is set forth in the SCC . |
| 51. Payment for Additional Services, and Performance Incentive Compensation | 51.1 | For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 14, a breakdown of the lump-sum price is provided in Appendices D and E. |
| 52. Terms and Conditions of Payment | 52.1 | Payments will be made to the Service Provider and according to the payment schedule stated in the SCC . Unless otherwise stated in the SCC , advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due. |
| 53. Interest on Delayed Payments | 53.1 | If the Employer has delayed payments beyond twenty-eight (28) days after the due date stated in the SCC , interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC |
| 54. Price Adjustment | 54.1 | <p>Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c L_{mc} + C_c I_{mc} L_{oc} I_{oc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and</p> <p>L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p>L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".</p> <p>I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of P_c for the formula of the relevant</p> |

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| | | currency. Z_0 is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index. |
| | 54.2 | If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. |
| 55. Day-works | 55.1 | If applicable, the Day-work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way. |
| | 55.2 | All work to be paid for as Day-works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 7 [Authorized Representatives] within two days of the Services being performed. |
| | 55.3 | The Service Provider shall be paid for Day-works subject to obtaining signed Day- works forms as indicated in GCC 55.2. |

G. Quality Control

| | | |
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| 56. Identifying Defects | 56.1 | The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. |
| 57. Correction of Defects and Lack of Performance Penalty | 57.1 | The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. |
| | 57.2 | Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice. |
| | 57.3 | If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC 26.3. |

H. Settlement of Disputes

| | | |
|--------------------------------|------|---|
| 58. Amicable Settlement | 58.1 | In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. |
|--------------------------------|------|---|

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|-------------------------------|------|---|
| 59. Dispute Settlement | 59.1 | Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the SCC within 28 days of the notification of disagreement of one party to the other. |
| | 59.2 | The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute. |
| | 59.3 | The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding. |
| | 59.4 | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the SCC. |
| | 59.5 | Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request. |

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

| SCC Number | Information/Data Required | GCC Number | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|------------------------------|---|------------|--|
| A. General Provisions | | | |
| 1. | Adjudicator Appointing Authority | 1.1(a) | Not Applicable |
| 2. | Appointing Authority for the Arbitrator | 1.1(c) | Not Applicable |
| 3. | Name of Employer | 1.1(k) | Azania Bank Plc. P.O Box 32089 Dar es Salaam |
| 4. | Site Location | 1.1 (cc) | Dar es Salaam |
| 5. | Applicable Law | 2.1 | Laws of Tanzania |
| 6. | Other Documents Forming the Contract | 2.3(h) | Not Applicable |
| 7. | Conditions Precedent | 3.1 | Bidder should provide a Contract Performance Securing Declaration in a format provided. |
| 8. | Date for Meeting Condition Precedent | 3.2 | Date for meeting Condition precedent shall be 14 days from the date of signing the contract. |
| 9. | Governing Language | 4.1 | English |
| 10. | Authorized Representative | 7.1 | PE Representative: Administration Unit |
| 11. | Other Service Providers | 9.1 | Not Applicable |

| B. Commencement, Completion, Modification, and Termination of Contract | | | |
|---|-----------------------------------|-------------|---|
| 12. | Date of Effectiveness of Contract | 11.1 | 1 year after the signing of contract |
| 13. | Starting Date | 12.2 | Immediately after signing the contract. |
| 14. | Intended Completion Date | 13.1 | After one year |
| 15. | Value Engineering | 15.1 & 15.3 | Not Applicable |
| 16. | Interest Rate | 16.4 | 0.1 Percent. |

C. Obligations of the Service Provider

| | | | |
|-----|---|-------------|---|
| 17 | Prohibition of Conflicting Activities | 21.3 (c) | Not Applicable |
| 18. | Insurance to be taken out by the Service Providers | 23.1 | The risks and coverage by insurance shall be: (i) Third Party Motor vehicle insurance is TZS 0.00 (ii) Third Party Equipment Insurance is TZS 0.00. (iii) insurance on Employer's Liability is TZS 0.00 (iv) Insurance on Professional Liability is TZS N/A (v) Insurance against Loss or Damage is TZS 0.00 |
| 19. | HIV Awareness Programme | 25.4 | Should be provided by Service Provider to his employees |
| 20. | Health and Safety Manual | 25.5 | All Health and Safety requirements for provision of security service should be met by Service Provider during service life cycle |
| 21. | Service Providers' Actions Requiring Employer's Prior Approval | 26.1(d) | <ul style="list-style-type: none"> i. Use of documents obtained in due of performance of work for other purposes other than the required work. ii. Performance of works, which are outside the agreed scope of work. iii. Extension of contract duration (where necessary) iv. Any addition works / services. |
| 22. | Employer's restrictions to Service Provider on the use of the submitted Documents | 28.1 | Applicable |
| 23. | Lack of Performance Penalty | 29.1 | 0.1 Percent of contract price per day The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of Performance Penalty/(ies) is 10% |
| 24. | Performance Security/Performance Securing Declaration. | 30.1 | Performance Securing Declaration |
| 25. | Sustainable Procurement | 31.1 | Not Applicable |
| 26. | Security of the Site | 34.1 & 34.2 | Not Applicable |

D. Service Provider's Personnel

| | | | |
|-----|---|------|------------------------------------|
| 27. | Facilities and Accommodation to Personnel | 41.1 | To be provided by Service Provider |
| 28. | Funeral Arrangements | 41.2 | Not Applicable |

E. Obligations of the Employer

| | | | |
|-----|---------------------------|------|----------------|
| 29. | Assistance and Exemptions | 46.1 | Not Applicable |
|-----|---------------------------|------|----------------|

F. Payments to the Service Provider

| | | | |
|-----|---------------------------------|------|---|
| 30. | Contract Price Currency | 50.1 | The Tanzanian Shilling. |
| 31. | Terms and Conditions of Payment | 52.1 | Payment shall be made on according to the following schedule: <ul style="list-style-type: none"> • 100% upon submission of an invoice which will be verified by the supervisor to ensure the services were provided accordingly |
| 32. | Interest on Delayed Payments | 53.1 | 0.1 Percent. |
| 33. | Price Adjustment | 54.1 | Fixed |

G. Settlement of Disputes

| | | | |
|-----|--|------|----------------|
| 34. | Dispute Settlement Payments to the Adjudicator | 59.3 | Not Applicable |
| 35. | Place for Arbitration | 59.4 | Not Applicable |
| 36. | Appointing Authority for new Adjudicator | 59.5 | Not Applicable |

CONTRACT FORMS

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

LETTER HEAD

NOTICE OF INTENTION TO AWARD A CONTRACT

Ref: *[REFERENCE NUMBER]/[FOLIO] [NOTICE OF INTENTION DATE]*

[SUPPLIER'S NAME AND ADDRESS]

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT FOR TENDER NUMBER [TENDER NUMBER] FOR [TENDER DESCRIPTION]

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of the Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s *[NAME OF LOWEST EVALUATED TENDERER]* for a contract price of *[CONTRACT AMOUNT]* for a completion period/delivery period of *[COMPLETION OR DELIVERY DURATION]*.

Your tender was not considered for the award of the contract due to *[REASONS FOR NON-RESPONSIVENESS]*

Be informed that, you have five (5) calendar days from the date of this letter, within which to submit for administrative review any complaints you may have regarding this award decision and/or circumstances surrounding the responsiveness of your tender. The complaints must be in writing, clearly identifying the tender in question, detailing the ground(s) of the complaint, and should be submitted to *[TITLE OF MANAGING DIRECTOR]* through official letter.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

[AUTHORIZED SIGNATURE]
[NAME OF SIGNATORY]
[TITLE OF MANAGING DIRECTOR]
[PE NAME]

LETTER HEAD

LETTER OF AWARD

[NOTIFICATION DATE]

[REF. NO.]

[SUPPLIER'S NAME AND ADDRESS]

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [TENDER NUMBER] FOR [TENDER DESCRIPTION]

This is to notify you that, your tender dated [TENDER DATE] for the execution of contract number [CONTRACT NUMBER] for [CONTRACT DESCRIPTION] for the accepted contract amount of [CONTRACT AMOUNT], as modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the [PERFORMANCE SECURITY TYPE] within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in the Tendering Document under Section with Contract Forms.

Accordingly, you will be required to endorse your acceptance to the award to enable contract signing with your company. Please sign and return the copy of this letter to the bank as your acceptance to the tender award and its conditions.

Yours faithfully,
FOR AZANIA BANK LIMITED

[Name of Person Issuing the Award Letter]
[Designation]

I.....[Enter Name] being a[Enter Designation]of
M/s[Enter company name] confirm to read and understand content of this
letter. Further to signify over acceptance. I have signed herein below for and on behalf of M/s
..... [Enter company name]

Signature.....Date.....

Form of Agreement

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

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

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

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Service Provider, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];

(c) the Employer has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds.

NOW THEREFORE, the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

- (a) Form of Agreement,
- (b) Letter of Award & Acceptance
- (c) Minutes of negotiation if any
- (d) Form of Tender
- (e) The Special Conditions of Contract,
- (f) The General Conditions of Contract,
- (g) Terms of Reference
- (h) The priced activity Schedule
- (i) Contract Securities
- (j) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E:

Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer; and

(k) Other relevant document(s): *[List if any]*

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b. The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

THE SERVICE PROVIDER

Name:.....
(Authorized Representative)

Name:.....
(Authorized Representative)

Designation:.....

Designation:.....

Signature:.....

Signature:.....

Date:.....

Date:.....

WITNESS

WITNESS

Name:.....

Name:.....

Designation:.....

Designation:.....

Signature:.....

Signature:.....

Performance Securing Declaration

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

Contract No.: [insert Contract number]

To: [insert complete name of Purchaser]

I/We, the undersigned, declare that:

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

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

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

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

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

Dated on day of __, [insert date of signing]

Corporate Seal (where appropriate)

Performance Security Form Bank Guarantee

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

To: [name of Purchaser]

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**Performance Security
Performance Bond**

[Guarantor letterhead]

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of

By _____ in the capacity of

In the presence of

SIGNED ON _____ on behalf of

By _____ in the capacity of

In the presence of

Advance Payment Security

[name of Purchaser]

[name of Contract]

Gentlemen

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

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

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

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

Yours truly,
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]