

**WAJIBU - INSTITUTE OF PUBLIC ACCOUNTABILITY
(WAJIBU)**



INVITATION FOR TENDERS

FOR

SUPPLY OF MOTOR VEHICLE

TENDER No. WAJIBU/2025/G/07

JUNE 2025

SECTION I: INVITATION FOR TENDERS

TENDER NO. WAJIBU/2025/G/07

FOR

SUPPLY OF MOTOR VEHICLE

Invitation for Tenders

Date: 30th June 2025

1. **WAJIBU - Institute of Public Accountability (WAJIBU)** has set aside funds for the operation of the Institute during the financial year 2025. It is intended that part of the proceeds of the funds be used to cover eligible payments under the contract for which this invitation for tender is issued.
2. **WAJIBU - Institute of Public Accountability** now invites sealed tenders from eligible Suppliers of motor vehicles.
3. Tendering will be conducted through the National Competitive method procedures specified in the Finance Policy and Procedural Manual of WAJIBU and is open to all Tenderers as defined in the Regulations.
4. Interested eligible Tenders may obtain further information from and inspect the Tendering Documents at the offices of **WAJIBU - Institute of Public Accountability, Rose Garden Road, Ndovu Street, House No. 10, Mkocheni B, P.O. Box 13486, Dar es Salaam, Tanzania | Tel: 0736 666 916** from 0800hrs - 1600hrs on Mondays to Fridays inclusive except on public holidays.
5. A complete set of Tendering Document(s) in English and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 4 above and upon payment of a non-refundable fee of Tshs. 100,000.00 (Tshs One hundred thousand only). Payment should either be by Banker's Draft, or Banker's Cheque, payable to **Executive Director, WAJIBU - Institute of Public Accountability**.
6. All tenders must be accompanied by a Tender Securing Declaration in the format provided in this Tendering Document.
7. All tenders in one original form plus one copy properly filled in, and enclosed in plain envelopes must be delivered to the address as indicated under paragraph 4 above at or before Monday 14th July 2025 at 10:00hrs. Tenders will be opened promptly thereafter in

public and in the presence of Tenderers' representatives who choose to attend in the opening at the office of WAJIBU as indicated on paragraph 4.

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

Executive Director
WAJIBU - INSTITUTE OF PUBLIC ACCOUNTABILITY

SECTION II: INSTRUCTION TO TENDERERS (ITT)

TABLE OF CONTENTS

A. INTRODUCTION	i
1. Scope of Tender	i
2. Source of Funds	i
3. Eligible Tenderers	i
4. Eligible Goods and Related Services	iv
5. One Tender per Tenderer.....	iv
6. Cost of Tendering.....	v
B. TENDERING DOCUMENTS	v
7. Content of Tendering Documents	v
8. Clarification of Tendering Documents.....	vi
9. Amendment of Tendering Documents	vi
C. PREPARATION OF TENDERS	vii
10. Language of Tender	vii
11. Documents and Sample(s) Constituting the Tender	vii
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	viii
13. Documents Establishing Eligibility and Qualification of the Tenderer	ix
14. Form of Tender.....	x
15. Tender Prices	x
16. Tender Currencies.....	xii
17. Tender Validity Period	xiii
18. Tender Security or Tender Securing Declaration	xiii
19. Alternative Tenders by Tenderers	xv
20. Format and Signing of Tender	xv
D. SUBMISSION OF TENDERS	xvi
21. Sealing and Marking of Tenders.....	xvi
22. Deadline for Submission of Tenders	xvi
23. Late Tenders.....	xvi
24. Modification, Substitution and Withdrawal of Tenders	xvii
E. OPENING AND EVALUATION OF TENDERS	xvii
25. Opening of Tenders	xvii
26. Confidentiality.....	xviii
27. Clarification of Tenders.....	xix
28. Preliminary Examination of Tenders	xix
29. Examination of Terms and Conditions; Technical Evaluation	xx
30. Correction of Errors	xx
31. Conversion to Single Currency	xxi
32. Commercial Evaluation of Tenders.....	xxi
33. National Preference	xxvi
34. Determination of Lowest Evaluated Tender	xxvii
35. Post-qualification of Tenderer	xxvii
F. AWARD OF CONTRACT	xxix
36. Criteria of Award	xxix

37. Negotiations.....	xxix
38. WAJIBU 's Right to Accept any Tender and to Reject any or All Tenders	xxx
39. WAJIBU's Right to Vary Quantities at the Time of Award	xxx
40. Notification of Award	xxx
41. Signing of Contract	xxxi
42. Performance Security.....	xxxi
43. Advance Payment	xxxi
44. Adjudicator	xxxiii
45. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	xxxiv
G. REVIEW OF PROCUREMENT DECISIONS	xxxv
46. Right to Review	xxxv
47. Time Limit on Review	xxxv
48. Submission of Applications for Review.....	xxxv
49. Decision by the Executive Director.....	xxxvi
50. Review by the Board of Directors.....	xxxvi

A. INTRODUCTION

1.	Scope of Tender	1.1	WAJIBU (PE) indicated in the Tender Data Sheet (TDS) invites Tenders for the provision of Goods as specified in the TDS and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the starting date specified in the TDS .
		1.2	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the General Conditions of Contract.
2.	Source of Funds	2.1	WAJIBU - Institute of Public Accountability has received grants from donors and has set aside sufficient funds for its operations during the year 2025 as 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 supply of goods as described in the TDS .
		2.2	Payments will be made directly by WAJIBU - Institute of Public Accountability for this contract.
3.	Eligible Tenderers	3.1	A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT 3.4 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. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the TDS, who shall have the authority to conduct all business for and on behalf of all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS , there is no limit on the number of members in a joint venture, consortium, or association.
		3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to WAJIBU - Institute of Public Accountability .
		3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
		3.4	Any Tender from a joint venture, consortium or association 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 WAJIBU - Institute of Public Accountability .
		3.5	The invitation for Tenders is open to all suppliers as defined in the Financial Policy and Procedure Manual of WAJIBU except as provided hereinafter.
		a	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 an appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the Contract. Foreign firms shall be required to submit confirmation of eligibility from Tanzania statutory body at the time of submission
		3.6	<p>A Tenderer shall not have a conflict of interest. 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 WAJIBU 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 WAJIBU regarding this tendering process; or f) Submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender or as Tenderers and subcontractors simultaneously; or f) 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.
		3.7	A Tenderer may be ineligible if -

			<p>(a) The Tenderer is declared bankrupt or, in the case of company or firm, insolvent.</p> <p>(b) Payments in favour 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 laws of the country, from participating in public procurement for corrupt, coercive, collusive, 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 company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
		3.8	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.
		3.9	Tenderers shall provide to WAJIBU 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.
		3.10	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as WAJIBU shall reasonably request.
		3.11	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 the more than ten 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 services. For purpose of this Tender, ineligible countries are stated in the TDS .
		4.2	For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, 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 firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
		5.2	No firm 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 firm, 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.

6.	Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the WAJIBU - Institute of Public Accountability shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
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A. TENDERING DOCUMENTS

7.	Content of Tendering Documents	7.1	<p>The goods required, 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 include:</p> <p>Section II Instructions to Tenderers (ITT) Section III Tender Data Sheet (TDS) Section IV General Conditions of Contract (GCC) Section V Special Conditions of Contract (SCC) Section VI Schedule of Requirements Section VII Technical Specifications Section VIII Forms - Tender</p> <ul style="list-style-type: none"> • Form of Tender • Letter of Acceptance • Form of Contract • Price schedule for Supplies and Related Services • Form of Qualification Information <p>Section IX Forms of Security</p> <ul style="list-style-type: none"> • Tender Security Form or (Tender Securing Declaration) • Performance Security Form • Bank Guarantee for Advance Payments • Manufacturer’s Authorization Form <p>Section X Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Program.</p>
		7.2	The number of copies to be completed and returned with the Tender is specified in the TDS .
		7.3	The Invitation for Tenders (Section I) issued by WAJIBU is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, said Tendering Documents will take precedence.

		7.4	WAJIBU is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the PE.
		7.5	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.
8.	Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify WAJIBU-Institute of Public Accountability in writing or in electronic forms that provide record of the content of communication at WAJIBU's address indicated in the TDS .
		8.2	WAJIBU will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than seven (7) days prior to the deadline for the submission of Tenders prescribed in ITT 22.1 and in case of noncompetitive methods, three (3) days prior to the deadline for submission of Tenders.
		8.3	Copies of WAJIBU's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
		8.4	Should WAJIBU deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9.
9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of Tenders, WAJIBU for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, 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 Tender documents pursuant to ITT 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to tenderers to which WAJIBU provided the Tendering Documents.
		9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE, at its discretion, may extend the deadline for the submission of Tenders, pursuant to ITT 22.2

B. PREPARATION OF TENDERS

10.	Language of Tender	10.1	The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and WAJIBU shall be written in the English language unless specified in the TDS . 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 English language unless specified in the TDS , in which case, for purposes of interpretation of the Tender, the translation shall govern.
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 ITT 14, 15, and 16. b) Form of Sample(s) as requested in the TDS. c) documentary evidence established in accordance with ITT 13 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 ITT 13.3(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 ITT 12 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 ITT 18. g) Dully Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2 h) Any other document required in the TDS.
		11.2	<p>Where a sample(s) is required by a PE, the sample shall be:</p> <ul style="list-style-type: none"> (a) Submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender; (b) Carriage paid; (c) Received on, or before, the closing time and date for the submission of tenders; and (d) Evaluated to determine compliance with all characteristics listed in the TDS.
		11.3	<p>WAJIBU shall retain the sample of the successful tenderer. A PE shall reject the tender if the sample-</p> <ul style="list-style-type: none"> (a) Does not conform to all characteristics prescribed in the solicitation documents and

			(b) Are not submitted within the specified time.
		11.4	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.
		11.5	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.
		11.6	All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of WAJIBU and shall dispose them in such a manner as may be directed by the Accounting Officer.
12.	Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	12.1	Pursuant to ITT 11, the Tenderer shall furnish, 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.
		12.3	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: <ul style="list-style-type: none"> a) A detailed description of the essential technical and performance characteristics of the Goods; b) An item-by-item commentary on the WAJIBU'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; c) Any other procurement specific documentation requirement as stated in the TDS.
		12.4	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.
		12.5	For purposes of the commentary to be furnished pursuant to ITT 12.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by WAJIBU 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 WAJIBU's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualification of the Tenderer	13.1	Pursuant to ITT 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the WAJIBU's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 4.
		13.3	<p>The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the WAJIBU's satisfaction:</p> <ul style="list-style-type: none"> a) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania; b) The Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in TDS. c) That, 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 that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the GCC and/or Technical Specifications.

14.	Form of Tender	14.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.
15.	Tender Prices	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 below.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with ITT 15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the 'Form of Tender in accordance with ITT 15.9.
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract
		15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For goods manufactured from within the United Republic of Tanzania:</p> <p>i) The price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. On the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or</p> <p>B. On the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) United Republic of Tanzania sales and other taxes which will be payable on the goods if the contract is awarded.</p>

			<ul style="list-style-type: none"> iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their destination, if specified in the TDS. iv) The price of other (incidental) services, if any, listed in the TDS. <p>b) For goods offered from abroad:</p> <ul style="list-style-type: none"> i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the TDS. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country. ii) The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the TDS. iii) The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the TDS. iv) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their destination, if specified in the TDS. v) The price of (incidental) services, if any, listed in the TDS.
		15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitation of the comparison of Tenders by the PE. This shall not in any way limit WAJIBU's right to contract on any of the terms offered: -</p> <p>a) For Goods:-</p> <ul style="list-style-type: none"> i) The price of the Goods quoted CIP or other INCOTERMS as specified in the TDS ii) All customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and <p>b) For Related Services</p> <p>The price of the related services,</p> <ul style="list-style-type: none"> i) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and the total price for the item
		15.8	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to</p>

			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 ITT 28. 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.
		15.9	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 reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within a package.
16.	Tender Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the TDS . b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT 16.1 above shall be the selling rates for similar transactions established by the authority specified in the TDS 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 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 WAJIBU to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC 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 ITT 22. A Tender valid for a shorter period shall be rejected by WAJIBU as nonresponsive.
		17.2	In exceptional circumstances, prior to the expiration of the Tender validity period, WAJIBU 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 in writing or in electronic forms that provide record of the content of communication. The Tender Security provided under ITT 18 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. 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 or Tender Securing Declaration for the period of the extension, and in compliance with ITT 18 in all respects.
		17.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender Price without taking into consideration on the above correction.
18.	Tender Security or Tender Securing Declaration	18.1	Pursuant to ITT 11, unless otherwise specified in the TDS , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section IX .
		18.2	The Tender Security or Tender Securing Declaration is required to protect WAJIBU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 18.9.
		18.3	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: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to WAJIBU and 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; b) A cashier's or certified cheque. c) another security if indicated in the TDS

		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Bid Securing Declaration included in Section IX or another form approved by WAJIBU prior to the Tender submission.
		18.5	The Tender Security shall be payable promptly upon written demand by WAJIBU in case any of the conditions listed in ITT 18.9 are invoked.
		18.6	Any Tender not accompanied by a Tender security or Bid Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by WAJIBU as non-responsive, pursuant to ITT 28.
		18.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by WAJIBU pursuant to ITT 17. WAJIBU shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) The expiry of the tender security; (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 solicitation documents; (c) The rejection by WAJIBU of all tenders; (d) The withdrawal of the tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.
		18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract pursuant to ITT 41, and furnishing the performance security, pursuant to ITT 42.
		18.9	<p>The Tender Security may be forfeited, or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) If a Tenderer: <ul style="list-style-type: none"> i) Withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2; or ii) Does not accept the correction of errors pursuant to ITT 30.3; or b) In the case of a successful Tenderer, if the Tenderer fails: <ul style="list-style-type: none"> i) To sign the contract in accordance with ITT 41; or ii) To furnish performance security in accordance with ITT 42.
		18.10	<p>A Tenderer shall be suspended from being eligible for tendering in any contract with WAJIBU for the period indicated in the Tender Securing Declaration:</p> <ul style="list-style-type: none"> (a) If the Tenderer withdraws its Tender, except as provided in ITT 17.2 and 30.2; or

			(b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: (i) Sign the contract, or (ii) Furnish the required performance security
19.	Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer’s technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT 19.2 shall prevail.
		19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the TDS as will the method for evaluating different schedule for delivery of goods.
		19.3	If so allowed in the TDS , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare an original and the number of copies of the Tender indicated in the TDS , clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail.
		20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person or persons signing the Tender.
		20.4	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

C. SUBMISSION OF TENDERS

21.	Sealing and Marking of Tenders	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
		21.2	The inner and outer envelopes shall: a) Be addressed to WAJIBU at the address given in the TDS ; and b) Bear the Project name indicated in the TDS , the Invitation for Tenders (IFT) title and number indicated in the TDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the TDS , pursuant to ITT 22.1.
		21.3	In addition to the identification required in ITT 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to ITT 23 and for matching purpose under ITT 24.
		21.4	If all envelopes are not sealed and marked as required by ITT 21.2 or incorrectly marked, WAJIBU will assume no responsibility for the misplacement or premature opening of Tender.
		21.5	If the outer envelope discloses the Tenderer's identity, WAJIBU will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
22.	Deadline for Submission of Tenders	22.1	Tenders shall be received by WAJIBU at the address specified under ITT 21.2 no later than the date and time specified in the TDS .
		22.2	WAJIBU may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9, in which case all rights and obligations of WAJIBU and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23.	Late Tenders	23.1	WAJIBU shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22.
		23.2	Any Tender received by WAJIBU after the deadline for submission of Tenders shall be declared late, recorded, rejected and returned unopened to the Tenderer.

24.	Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by WAJIBU prior to the deadline for submission of Tenders.
		24.2	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT 20 and 21 with the outer and inner envelopes additionally marked " MODIFICATION " " SUBSTITUTION " or " WITHDRAWAL " as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
		24.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
		24.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
		24.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security or execution of the Tender Securing Declaration, pursuant to the ITT 18.9.

D. OPENING AND EVALUATION OF TENDERS

25.	Opening of Tenders	25.1	WAJIBU will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT 24, in public, in the presence of Tenderers' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the TDS. The Tenderers' representatives present shall sign a register as proof of their attendance.
		25.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate

			detail. Thereafter all envelopes marked “SUBSTITUTION” shall be opened and the submissions therein read out in appropriate detail.
		25.3	All other envelopes shall be opened one at a time. The Tenderers names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender Securing Declaration and such other details as WAJIBU may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.
		25.4	Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
		25.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer’s representative shall indemnify WAJIBU against any claim or failure to read out the correct information contained in the Tenderers Tender.
		25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT 23.
		25.7	WAJIBU shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.
		25.8	The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
		25.9	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
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 award to the successful Tenderer has been announced.
		26.2	Any effort by a Tenderer to influence WAJIBU processing of Tenders or award decisions may result in the rejection of its Tender.

		26.3	Notwithstanding ITT 26.2 from the time of Tender opening to the time of contract award, if any Tenderer wishes to contact WAJIBU on any matter related to the tendering process, it should do so in writing or in electronic forms that provides record of the content of communication.
27.	Clarification of Tenders	27.1	To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, WAJIBU 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 WAJIBU shall not be considered.
		27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by WAJIBU in the evaluation of Tenders in accordance with ITT 30.
		27.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact WAJIBU on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.
28.	Preliminary Examination of Tenders	28.1	<p>Prior to the detailed evaluation of Tenders, WAJIBU will determine whether each Tender:</p> <ul style="list-style-type: none"> a) Meets the eligibility criteria defined in ITT 3 and ITT 4; b) Has been properly signed; c) Is accompanied by the required securities; and d) Is substantially responsive to the requirements of the Tendering Documents. <p>The WAJIBU's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
		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 or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) Affects in any substantial way the scope, quality, or performance of the Services; b) Limits in any substantial way, inconsistent with the Tendering Documents, the WAJIBU's rights or the Tenderers obligations under the Contract; or c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
		28.3	WAJIBU will confirm that the documents and information specified under ITT 11, 12 and 13 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.
		28.4	WAJIBU 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.
		28.5	If a Tender is not substantially responsive, it will be rejected by WAJIBU and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
29.	Examination of Terms and Conditions; Technical Evaluation	29.1	WAJIBU 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	WAJIBU shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12, to confirm that all requirements specified in Section VI - Schedule of Requirements of the Tendering Documents and Section VII - Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, WAJIBU determines that the Tender is not substantially responsive in accordance with ITT 28, it shall reject the Tender.
30.	Correction of Errors	30.1	Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of WAJIBU there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
		30.2	The amount stated in the Tender will, be adjusted by WAJIBU in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited, or the Tender

			Securing Declaration may be executed in accordance with ITT 18.9.
31.	Conversion to Single Currency	31.1	To facilitate evaluation and comparison, WAJIBU will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either: <ul style="list-style-type: none"> a) In Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania; or b) A currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.
		31.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the TDS.
32.	Commercial Evaluation of Tenders	32.1	WAJIBU shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28.
		32.2	The WAJIBU's evaluation of a Tender will exclude and not take into account: <ul style="list-style-type: none"> 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; 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 c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		32.3	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.

		32.4	<p>In evaluating the Tenders, the evaluation committee will, in addition to the Tender price quoted in accordance with ITT 15.1, take account of one or more of the following factors as specified in the TDS, and quantified in ITT 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the goods to their final destination. b) Delivery schedule offered in the Tender; c) Deviations in payment schedule from that specified in the Special Conditions of Contract; d) The cost of components, mandatory spare parts, and service; e) The availability in the United Republic of Tanzania of spare parts and after-sales services for the equipment offered in the Tender; f) The projected operating and maintenance costs during the life of the equipment; g) The performance and productivity of the equipment offered; and/or h) Other specific criteria indicated in the TDS and/or in the Technical Specifications.
		32.5	<p>For factors retained in the TDS pursuant to ITT 32.4, one or more of the following quantification methods will be applied, as detailed in the TDS:</p> <ul style="list-style-type: none"> a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the TDS will be computed for each Tender by WAJIBU on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.</p>

		<p>b) <i>Delivery schedule.</i></p> <p>i) WAJIBU requires that the goods under the Invitation for Tenders shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Tender after allowing for reasonable international and inland transportation time. Treating the Tender resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Tenders by applying a percentage, specified in the TDS, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.</p> <p>or</p> <p>ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p>or</p> <p>(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the TDS, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.</p>
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		<p>c) <i>Deviation in payment schedule.</i></p> <p>i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. WAJIBU may consider the alternative payment schedule offered by the selected Tenderer.</p> <p>or</p> <p>ii) The SCC stipulates the payment schedule offered by the PE. If a Tender deviate from the schedule and if such deviation is considered acceptable to the PE, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the TDS.</p> <p>d) <i>Cost of spare parts</i></p> <p>i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender price.</p> <p>or</p> <p>ii) WAJIBU will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price.</p> <p>or</p> <p>iii. WAJIBU will estimate the cost of spare parts usage in the initial period of operation specified in the TDS, based on information furnished by each Tenderer, as well as on past experience of WAJIBU or other purchasers in similar situations. Such costs shall be added to the Tender price for evaluation</p>
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			<p>e) <i>Spare parts and after sales service facilities in Tanzania</i> The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the TDS or elsewhere in the Tendering Documents, if quoted separately, shall be added to the Tender price.</p> <p>f) <i>Operating and maintenance costs</i> Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the TDS or in the Technical Specifications.</p> <p>g) <i>Performance and productivity of the equipment.</i> (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the TDS or in the Technical Specifications.</p> <p>or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender price using the methodology specified in the TDS or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i> Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the TDS and/or the Technical Specifications.</p>
		32.6	<p>If these Tendering Documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender, is specified in the TDS.</p>

33.	National Preference	33.1	If the TDS so specifies, WAJIBU will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of WAJIBU that its Tender complies with the criteria specified in ITT 13.3.
		33.2	WAJIBU shall, in applying exclusive preference, use the Authority's register of tenderers to determine whether or not tenderers are qualified for exclusive preference.
		33.3	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than seventy-five per cent, shall also be eligible to participate in the exclusive preference scheme.
		33.4	WAJIBU will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Forms of Tender and Price Schedules, pursuant to ITT 14 and 15.
		33.5	<p>For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:</p> <p>a) Group A: Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:</p> <p>(i) Labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and</p> <p>(ii) The production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.</p> <p>b) Group B: All other Tenders offering goods from within the United Republic of Tanzania.</p> <p>c) Group C: Tenders offering goods from overseas which are to be directly imported.</p>
		33.6	All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.
		33.7	If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group

			<p>A, after adding to the evaluated Tender price of the imported goods offered in each Group C Tender, for the purpose of this further comparison only:</p> <p>a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C Tender; or b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.</p>
		33.8	<p>If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under ITT 33.5 above, will be selected for award.</p>
34.	Determination of Lowest Evaluated Tender	34.1	<p>The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.</p>
35.	Post-qualification of Tenderer	35.1	<p>After determining the lowest-evaluated tender, if pre-qualification was not undertaken, WAJIBU shall carry out the post-qualification of the Tenderer using only the requirements specified in the TDS.</p>
		35.2	<p>Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, WAJIBU shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) WAJIBU may reject a tender if WAJIBU 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 WAJIBU 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 WAJIBU to reject a tender and reasons for the decision shall be recorded in the procurement</p>

			<p>proceedings and promptly communicated to the tenderer concerned;</p> <p>(d) WAJIBU shall not incur any liability solely by rejecting abnormally tender; and</p> <p>(e) An abnormally low tender means, in the light of the WAJIBU'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>
		35.3	WAJIBU 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 ITT 13.3.
		35.4	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 13.3, as well as such other information as WAJIBU deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		35.6	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.
		35.7	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 WAJIBU will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

E. AWARD OF CONTRACT

36.	Criteria of Award	36.1	<p>Subject to ITT 35 and 37, WAJIBU 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> <ul style="list-style-type: none"> a) Eligible in accordance with the provisions of ITT 3; b) Is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
		36.2	<p>If, pursuant to ITT 13.4, this Contract is being let on a "slice and package" 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>
37.	Negotiations	37.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) A minor alteration to the technical details of the statement of requirements; (b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) A minor amendment to the special conditions of Contract; (d) Finalising payment arrangements; (e) Delivery arrangements; (f) The methodology; (g) Clarifying details that were not apparent or could not be finalized at the time of tendering; or (h) Reduction of price
		37.2	<p>Where single source method was used, or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the Goods.</p>
		37.3	<p>Where negotiation fails to result into an agreement, WAJIBU may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, WAJIBU shall not reopen earlier negotiations.</p>

38.	WAJIBU's Right to Accept any Tender and to Reject any or All Tenders	38.1	Notwithstanding ITT 36, WAJIBU reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
		38.2	Notice of the rejection of all Tenders shall be given promptly to all tenderers that have submitted Tenders.
		38.3	WAJIBU shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders but is not required to justify those grounds.
39.	WAJIBU's Right to Vary Quantities at the Time of Award	39.1	WAJIBU reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering Documents (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.
40.	Notification of Award	40.1	Prior to awarding of the contract, WAJIBU shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to WAJIBU thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by WAJIBU prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that WAJIBU will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		40.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 42 and signing of the contract in accordance with ITT 41.2.
		40.3	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT 42, WAJIBU will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security or Tender Securing Declaration of the Tenderers pursuant to ITT 18.7
		40.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which it's Tender was not selected, it should address its request to the PE. WAJIBU will promptly respond in writing or electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for

			non-selection of its Tender without disclosing information about other Tenderers.
41.	Signing of Contract	41.1	Promptly after notification of award, PE shall send the successful Tenderer the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
		41.2	Within fourteen (14) working days after fulfillment of all condition's precedent of the Contract Form, the successful Tenderer and WAJIBU shall sign the contract
42.	Performance Security	42.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to WAJIBU a 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.
		42.2	If the Performance Security is provided by the successful Tenderer and it shall be in the form specified in the TDS which shall be in any of the following: (a) Cash, certified cheque, cashier's or manager's cheque, or bank draft; (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; (c) Bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) Surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
		42.3	Failure of the successful Tenderer to comply with the requirement of ITT 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event WAJIBU may make the award to the next lowest evaluated Tenderer or call for new Tenders.
43.	Advance Payment	43.1	WAJIBU will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the TDS .
		43.2	WAJIBU will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to

			the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the WAJIBU's "Notice to Commence" as specified in the SCC.
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44.	Adjudicator	44.1	The Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.
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45.	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	45.1	<p>WAJIBU requires that its staff (including its beneficiaries) as well as Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WAJIBU:</p> <p>a) defines, for the purpose of this provision, the terms set forth below as follows: -</p> <ul style="list-style-type: none"> i) "Corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of WAJIBU's officer in the procurement process or contract execution; ii) "Coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for influencing improperly the action or that party in connection with procurement or in furtherance of corrupt practice or fraudulent practice; iii) "Collusive practices" mean impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with procurement or in furtherance of a corrupt practice or a Fraudulent Practice; iv) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of WAJIBU and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive WAJIBU of the benefits of free and open competition; v) "Obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act; <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive and obstructive practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in ITT 45.1 WAJIBU will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, fraudulent, coercive, collusive and obstructive practices were engaged in by representatives of WAJIBU or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without WAJIBU or approving authority having taken timely and appropriate action satisfactory to WAJIBU to remedy the situation;</p>
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			d) Will declare a firm ineligible for a period of ten years, to be awarded a contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a pre-signed contract.
		45.2	WAJIBU 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 years to be awarded a Contract.
		45.3	Any communications between the Tenderer and WAJIBU 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.

F. REVIEW OF PROCUREMENT DECISIONS

46.	Right to Review	46.1	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 WAJIBU or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
47.	Time Limit on Review	47.1	The Tenderer shall submit an application for review within seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48.	Submission of Applications for Review	48.1	Any application for administrative review shall be submitted in writing or electronic forms that provide record of the content of communication to the Executive Director.
		48.2	The application for administrative review shall include: <ul style="list-style-type: none"> a) Details of the procurement requirements to which the complaint relates; b) Details of the provisions of this tender document or provisions of the Financial Policy and Procedure Manual that has been breached or omitted; c) An explanation of how such provisions has been breached or omitted, including the dates and name of the responsible public officer, where known; d) Documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) Any other information relevant to the complaint.

		48.3	The Executive Director shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
49.	Decision by Executive Director	49.1	The Executive Director shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) Whether the application is upheld in whole, in part or rejected; b) The reasons for the decision; and c) Any corrective measures to be taken.
		49.2	Where the Executive Director does not issue a decision within the time specified in ITT 49.1, the Tenderer submitting the complaint or dispute or WAJIBU shall be entitled immediately thereafter to institute proceedings under ITT 50.1 within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Executive Director to entertain the complaint or dispute shall cease.
50.	Review by the Board of Directors	50.1	Complaints or disputes which- (a) Are not settled within the specified period under ITT 49.1 (b) Are not amicably settled by the accounting officer; or (c) Arise after the procurement contract has entered into force pursuant to ITT 41, shall be referred to the Board of Directors the address specifies in the TDS within seven (7) working days from the date when the tenderer received the decision of the Executive Director or, in case no decision is issued after the expiry of the time stipulated under ITT 49.1 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 47.1

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

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

TDS Clause Number	ITT Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	Name of Procuring Entity is WAJIBU - Institute of Public Accountability The subject of procurement is Supply of Motor Vehicle Period for supply of goods is within four months after signing the contract. Commencement date for supply of Goods is once the contract has been signed
2	2.1 & 2.2	Financial year for the operations of WAJIBU is 2025 Name of Project: Supply of Motor Vehicle. Name of financing institution: WAJIBU - Institute of Public Accountability
4.	3.1	Maximum number of members in the joint venture, consortium or association shall be: N/A
5.	4.1	Ineligible country(s) is or are are those as per current United Nations Embargo
6.	4.6	Demonstration of authorization by manufacturer: Required.

B. Tendering Documents

7.	7.2	The number of documents to be completed and returned is one original and One Copy
8.	8.1	The address for clarification of tendering documents is; Executive Director, WAJIBU - Institute of Public Accountability, P.O.BOX 13486, Dar Es Salaam-Tanzania

C. Preparation of Tenders

9.	10.1	The Language of all correspondences and documents related to the Tender is English
10.	11.1(b)	Form of sample(s) to be submitted with the Tender are: N/A
	11.2 (b)	Characteristics: N/A
	11.1 (h)	In addition to the documents stated in ITT 11, the following documents must be included with the Tender. Bidder must submit: <ul style="list-style-type: none"> • Manufacturer authorization certificate • Registration certificate of TIN or VAT

		<ul style="list-style-type: none"> • Certificate of Incorporation. • Tax Clearance for local manufacturers • Certificate of origin • Original power of Attorney certified by the lawyer and specific for this tender, authorizing the signatory of the tender to commit the bidder • Certified Audited Financial Statements for the past current three years. • Three (3) previous current performed contracts from 2022 to date of similar nature and amount including addresses of employers for verification. <p>Note: Table of contents/layout to start in the following sequence:</p> <ul style="list-style-type: none"> • Form of bid/bid submission form • Bid security • Price Schedule • Power of Attorney • Anti-bribery Policy (Ref. Section VII) • Certificate of Incorporation • VAT/TIN (for Bidders from within the United Republic of Tanzania) • Tax Clearance (for Bidders from within the United Republic of Tanzania) • Audited Financial statement • Previous contracts • Certificate of Origin • Certificate of Manufacturer
11.	12.3 (c)	Other procurement specific documentation requirements are: <ul style="list-style-type: none"> i. Bid must contain copies of documentary evidence to prove that the motor vehicle tendered is manufactured according to GMP (Good manufacturing practice)/ISO ii. Certificate of registration from TBS
12.	12.4	Spare parts required for <i>[specify number of years]</i> of years of operation. N/A
13.	13.3 (b)	The qualification criteria required from Tenderers in ITT 13. N/A
14.	15.6 (a) (iii), (iv) (optional)	For goods manufactured from within the United Republic of Tanzania the price quoted shall be TZS place of destination is WAJIBU - Institute of Accountability Office
15.	15.7 & 15.6	For goods offered from abroad the price quoted shall be USD and place of destination/delivered point is at WAJIBU - Institute of Accountability Office.

16.	15.8	The price shall be fixed
17.	16.1 (a)	a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be <i>Tanzanian Shillings</i> ; b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in Tanzania Shillings.
18.	16.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on 28 days before Tender opening.
19.	17.1	The Tender validity period shall be 90 days.
20.	18.1	The amount of Tender Security shall be. N/A
	18.3	The Tender Security shall be in the form of Bid security declaration form as shown on this document
21.	18.3 (c)	Other forms of security are: N/A
22.	19.1	Alternative Tenders to the requirements of the tendering documents not be permitted
23.	20.1	The number of copies of the Tender to be completed and returned shall be ONE ORIGINAL AND ONE COPY
24.	20.2	Written confirmation of authorization is: Original written Power of Attorney

D. Submission of Tenders

25.	21.2 (a)	Tender shall be submitted; WAJIBU-Institute of Public Accountability (WAJIBU) Rose Garden Road, Ndovu Street, House No. 10, Mikocheni B, Dar es Salaam. P.O. Box 13486, Dar es Salaam, Tanzania Tel: +255 736 666 916
26.	21.2 (b)	Project name: Supply of Motor Vehicle IFB title and number Tender No. WAJIBU/2025/G/07 Time and date for submission: not later than 10:00 hours local time, Monday 14 th July, 2025
27.	22.1	The deadline for Tender submission is: Monday 14th July 2025

E. Opening and Evaluation of Tenders

28.	25.1	The Tender opening shall take place at: WAJIBU-Institute of Public Accountability (WAJIBU) Rose Garden Road, Ndovu Street, House No. 10, Mikocheni B, Dar es Salaam. P.O. Box 13486, Dar es Salaam, Tanzania Tel: +255 736 66 6916 on Monday 14th July, 2025 AT 10.00 HRS
29.	31.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: Tanzania Shilling . The source of exchange rate shall be: Bank of Tanzania The date of exchange rate shall be: Date and time of opening tenders
30.	32.4	Criteria for Tender evaluation. Bidder must submit the following documents (Major Criteria): a) Anti-bribery policy/Code of conduct compliance program as per tender document provided in section X. b) Original Power of Attorney certified by the lawyer and specific for this tender c) A duly completed and signed Form of Tender and Price Schedule d) Bid Security Securing e) Copy of Valid Manufacturing Authorization Certificate f) Certificate of Origin g) Tax clearance for local h) TIN/VAT certificate for local i) Audited financial statement
31.	32.4 (h)	Other specific criteria are; a) Copy of TIN or VAT b) Litigation certificate/statement c) Three (3) previous current performed contracts from 2022 to date of similar nature and amount including addresses of employers for verification
34.	32.5 (a)	Inland transportation from EXW/port of entry/border point to and insurance and incidentals. N/A
35.	32.5 (b)	Delivery schedule. Once
36.	32.5 (c) (ii)	Deviation in payment schedule. N/A
37.	32.5 (d)	Cost of spare parts. N/A
38.	32.5(e)	Spare parts and after sales service facilities in the United Republic of Tanzania.
39.	32.5 (f)	Operating and maintenance costs. N/A
40.	32.5 (g)	Performance and productivity of equipment. N/A

41.	32.5 (h)	Other specific additional criteria for evaluation: Copy of TIN and VAT a) Litigation certificate/statement b) Three (3) previous current performed contracts from 2022 to date of similar nature and amount including addresses of employers for verification
42.	32.6	In case of award to a single Tenderer of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender is. N/A
43.	33.1	a) Domestic preference to apply. N/A
F. Contract Award		
44.	39.1	Percentage for quantity increase or decrease is. N/A
45.	42.1	The Performance Security shall be. N/A
	42.2	The Performance Security shall be in the form of: Bid Declaration Form.
46.	43.1	The Advance Payment shall be limited up to: N/A
47.	43.2	Maximum amount of Advance payment shall be. N/A
48.	44.1	The Arbitrator proposed by WAJIBU is: Tanzania Institute of Arbitrators The hourly fee for this proposed Arbitrator shall be: As per prevailing fee in the Law The biographical data of the proposed Arbitrator is as follows: N/A

G. Review of Procurement Decisions

49.	48.1	The address of WAJIBU; Executive Director, WAJIBU-Institute of Public Accountability, P.O. Box 13486, Dar Es Salaam-Tanzania
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SECTION IV: GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

1. Definitions	1
2. Application and interpretation.....	3
3. Conditions Precedent	4
4. Governing Language	4
5. Applicable Law.....	4
6. Country of Origin	4
7. Standards	4
8. Use of Contract Documents and Information; Inspection and Audit by WAJIBU	4
9. Patent and Copy Rights	5
10. Performance Security	5
11. Inspections and Test.....	6
12. Packing.....	6
13. Delivery and Documents	6
14. Insurance.....	7
15. Transportation	7
16. Incidental Services.....	7
17. Spare Parts	8
18. Warranty	8
19. Payment.....	9
20. Prices.....	9
21. Change Orders.....	9
22. Contract Amendments	10
23. Assignment.....	10
24. Subcontracts	10
25. Delays in the Supplier's Performance.....	10
26. Liquidated Damages	11
27. Termination for Default	11
28. Force Majeure	13
29. Termination for Insolvency	13
30. Termination for Convenience.....	13
31. Disputes Resolution	14
32. Procedure for Disputes	14
33. Replacement of Adjudicator	14
34. Limitation of Liability.....	14
35. Notices.....	15
36. Taxes and Duties	15

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>a) The Adjudicator is the person appointed by the appointing authority 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) 31 hereunder.</p> <p>The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>b) "The Contract" means the agreement entered into between WAJIBU and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>c) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			<p>f) 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>Days are calendar days</p> <p>Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>g</p> <p>h) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to WAJIBU under Contract.</p> <p>"Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person</p>
			k) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			l) "GCC" means the General Conditions of Contract contained in this section.

			m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
			n)	" SCC " means the Special Conditions of Contract.
			o)	" The PE " means the entity purchasing the Goods and related service, as named in SCC .
			p)	" The Supplier " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by WAJIBU and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
			q)	" The Project Name " means the name of the project stated in SCC .
			r)	" Day " means calendar day.
			s)	" Eligible Country " means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	" End User " means the organization(s) where the goods will be used, as named in the SCC .
			u)	" Origin " means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			v)	" Force Majeure " means an unforeseeable event which is beyond reasonable control of either 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. For the purposes of this Contract, " Force Majeure " means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			W)	Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

			<p>x) The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>y) The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p>
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	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> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Tender, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

		8.4	The Supplier shall permit WAJIBU or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by WAJIBU or / and the appropriate donor agencies, if so required by WAJIBU or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify WAJIBU against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to WAJIBU by the Supplier herein shall remain vested in the supplier, or, if they are furnished to WAJIBU directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and 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 as specified in the SCC.
		10.2	The proceeds of the performance security shall be payable to WAJIBU as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to WAJIBU; or
		b)	A cashier's or certified check.
		10.4	The performance security will be discharged by WAJIBU and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is affected, WAJIBU shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11.	Inspections and Test	11.1	WAJIBU or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests WAJIBU shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, WAJIBU may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The WAJIBU's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the WAJIBU's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by WAJIBU or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PE.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC .

14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by WAJIBU or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
			a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
			b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e) Training of WAJIBU's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17.	Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as WAJIBU may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> i) advance notification to WAJIBU of the pending termination, in sufficient time to permit WAJIBU to procure needed requirements; and ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	WAJIBU shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to WAJIBU other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , WAJIBU may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which WAJIBU may have against the Supplier under the Contract.

19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to WAJIBU in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered, and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If WAJIBU makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the WAJIBU's request for Tender validity extension, as the case may be.
21.	Change Orders	21.1	WAJIBU may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the WAJIBU's change order.

		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither WAJIBU nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Subcontracts	24.1	The Supplier shall consult WAJIBU in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by WAJIBU in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify WAJIBU in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, WAJIBU shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26.	Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, WAJIBU shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, WAJIBU may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	WAJIBU or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	The Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by WAJIBU pursuant to GCC Clause 24; or
		b)	The Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
		d)	The supplier has abandoned or repudiated the contract.
		e)	WAJIBU or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	A payment is not paid by WAJIBU to the Supplier after 84 days from the due date for payment;
		g)	WAJIBU gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by WAJIBU; and
		h)	If WAJIBU determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:

			<p>“Corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of WAJIBU’s officer in the procurement process or contract execution;</p> <p>“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>“Collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with WAJIBU or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of WAJIBU and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive WAJIBU of the benefits of free and open competition;</p> <p>“Obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
		27.4	<p>In the event WAJIBU terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, WAJIBU may procure, upon such terms and in such manner as it deems appropriate, Goods or Services like those undelivered, and the Supplier shall be liable to WAJIBU for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>

28.	Force Majeure	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		28.2	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by WAJIBU in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
29.	Termination for Insolvency	29.1	<p>WAJIBU may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WAJIBU.</p>
30.	Termination for Convenience	30.1	<p>WAJIBU, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for WAJIBU’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p>
		30.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by WAJIBU at the Contract terms and price. For the remaining Goods, WAJIBU may elect:</p>
		a)	<p>To have any portion completed and delivered at the Contract terms and prices; and / or</p>
		b)	<p>To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>

31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute 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. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
	31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
32. Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
	32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
33. Replacement of Adjudicator	33.1	Should the Adjudicator resign or die or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a) The supplier shall not be liable to WAJIBU, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to WAJIBU; and
		b) The aggregate liability of the Supplier to WAJIBU, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify WAJIBU with respect to patent infringement.

35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania WAJIBU shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to WAJIBU.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: WAJIBU- Institute of Public Accountability
2.	1.1(j)	The Supplier is: to be known later
3.	1.1(q)	The Project is: Supply of Motor Vehicle
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the United Republic of Tanzania
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is any eligible country
		Performance Security (GCC 10)
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: N/A
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to WAJIBU in order to ensure that the goods are manufactured in compliance with the contract.
		Packing (GCC 12)
10.	12.2	The following SCC shall supplement GCC 12.2:

		The Goods shall be packed properly in accordance with standard export packing specified by WAJIBU in the Technical Specification.
	Delivery and Documents (GCC 13)	
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate of the goods being supplied; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by WAJIBU at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>During delivery of the Goods, the Supplier shall notify WAJIBU submit the following documents to WAJIBU:</p> <ul style="list-style-type: none"> (i.) One original plus one copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) Delivery note; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) Certificate of country of origin in duplicate.
	Insurance (GCC 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

	Incidental Services (GCC 16)	
14.	16.1	Incidental services to be provided are: N/A
	Spare Parts (GCC 17)	
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
	Warranty (GCC 18)	
16.	18.2	Items supplied shall be under a warranty of at least 1 years.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is one year
	Payment (GCC 19)	
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in in the following manner: (i) Advance Payment: 30% percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to WAJIBU. (ii) On Acceptance: 70% percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by WAJIBU. Payment of local currency portion shall be made in: <i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from WAJIBU declaring that the Goods have been delivered and that all other contracted Services have been performed.
		Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:

		<p>(i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to WAJIBU.</p> <p>(ii) On Delivery: The remaining percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be. N/A
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.N/A
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.5 percent per week of undelivered goods value. Maximum deduction is equal to the performance security 10% of the contract price.
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	<p>The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 32.3 shall be as follows:</p> <p>All disputes arising in connection of this contract shall be settled through arbitration in accordance with the laws of Tanzania.</p> <p>The place of arbitration cost of arbitrator and mode of payment shall be as according to Tanzania Institute of Arbitrator Rules.</p>
24.	33.1	Appointing Authority for the Adjudicator:
	Notices (GCC 35)	
26.	35.1	Supplier's address for notice purposes: Executive Director, WAJIBU-Institute of Public Accountability, P.O.Box 13486, Dar Es Salaam-Tanzania

SECTION VI: SCHEDULE OF REQUIREMENTS

Schedule of Requirements

The delivery schedule expressed as weeks/ months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery schedule (shipment) in weeks

SECTION VII: TECHNICAL SPECIFICATIONS

1. General

The vehicle shall be brand new, and not more than 12 months from date of manufacture

2. Technical specification

TECHNICAL SPECIFICATION

- Alloy wheel 18'(tire 265/65R18)
- Cruise Control
- Reversing camera
- EPS – Electronic power steering
- EPB – Electronic parking brake
- ECO driving indicator bar
- Central differential lock
- Fuel tank not less than 110 litres
- Immobilizer system (anti – theft)
- Front and rear disk brake
- Fire extinguisher
- Spare tire (real under)
- Front suspension: Double wishbone
- Rear suspension: Multilink
- Ground clearance: 206mm
- Overall width: 1.980mm
- Overall height: 1.935mm
- Overall length: 4.925mm
- Wheelbase: 2.850mm
- Five doors

Grade	Standard
Body type	: Suv
Engine	: 2.5 – 3.0 Diesel
CC	: 2500-3000
Transmission	: 8AT

3. Steering.

Right hand drive, power assisted, adjustable steering column

4. Brake system

Hydraulically operated, power assisted, ventilated disc brakes front and leading trailing drums rear with ECO driving indicator.

5. Accessories

To include but not limited to seat belts, electronically radio AM/FM MP3 with CD players and USB PORT AND power or manual antenna, speaker, socket for cigarettes lighter, front 12VDC accessory connector, towing hook, side step, , jack, wheel spanner, operators manual English and set of tools for minor repairs, fabric seats material, floor mats, fire extinguisher.

6. Body

Station wagon rust protected steel body. Five doors with side impact beams, power window, air conditioned, rear differential lock,

SECTION VIII: FORMS OF TENDER

1. Form of Tender

Date:

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tendering Documents for the sum of *[total Tender Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We are hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

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

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania’s laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

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

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

.....
(if none state “none”)

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

2. Price Schedules for Goods and Related Services

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

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 15.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 15.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 15.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 15.6(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the WAJIBU's country to convey the goods to their final destination, as specified in BDS in accordance with ITT 15.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 15.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the WAJIBU's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

Price Schedule for Domestic Goods Manufactured within the United Republic of Tanzania

Name of Tenderer IFT Number Page of

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

Name in the capacity of

Signature of Tenderer: _____

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

SECTION IX: FORMS OF SECURITIES

1. Tender Security Form

To: [name of the PE]

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

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

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

THE CONDITIONS of this obligation are:

1. If the Tender

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

2. We undertake to pay to WAJIBU up to the above amount upon receipt of its first written demand, without WAJIBU having to substantiate its demand, provided that in its demand WAJIBU states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty eight (28) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

[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.]

2. Tender Securing Declaration

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

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

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

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

To: *[insert complete name of PE]*

We, the undersigned, declare that:

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

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

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

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

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]

4. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 18 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]

5. Manufacturer's Authorization Form

To: *[name of the Procurement Entity]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per GCC 17 for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.*

SECTION X: INTERGRITY

**UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/ CODE OF CONDUCT
AND COMPLIANCE PROGRAMME**

- (1) Each tenderer must Submit a statement, as part of the tender documents, with either of the the following text (Format 1 or Format 2).

MEMORANDUM (Format 1)

Financial Policy and Procedure Manual and Anti-Bribery Policy of WAJIBU

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

MEMORANDUM (Format 2)

Financial Policy and Procedure Manual and Anti-Bribery Policy of WAJIBU

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____