



**THE UNITED REPUBLIC OF TANZANIA
COAST REGIONAL SECRETARIAT
BAGAMOYO DISTRICT COUNCIL**



REQUEST FOR TENDER

TENDER NO.: 71B1/2023/2024/NC/29

FOR

To hire one company for security services at Bagamoyo District Hospital

09/07/2024

List of Abbreviations

Cap	Chapter
FY	Financial Year
GCC	General Conditions of Contract
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
OAG	Office of Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet

PART 1 – TENDERING PROCEDURES



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To hire one company for security services at Bagamoyo District Hospital**

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1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 19/10/2023.
2. The Government of Tanzania has set aside funds for the operation of the BAGAMOYO DISTRICT COUNCIL during the financial year 2023/2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the To hire one company for security services at Bagamoyo District Hospital.
3. The BAGAMOYO DISTRICT COUNCIL now invites tenders from eligible GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign Suppliers of To hire one company for security services at Bagamoyo District Hospital.
4. Tendering will be conducted through the National Competitive Tendering method specified in the Public Procurement Act, Cap 410 and is open to tenderers specified in paragraph 3 of this IFT.
5. A complete set of tendering document(s) in English may be accessed through NeST.
6. Tenderers are required to register on NeST and pay tender participation fee as indicated in the NeST to be able to participate in this tendering process.
7. All Tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering document.
8. All tenders must be appropriately filled in and submitted through NeST at or before 2:00 PM Local Hours on 15/07/2024. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.
9. Tenders not received through NeST shall not be accepted for evaluation irrespective of the circumstances.

accounting_officer_title
P.O.Box 59 BAGAMOYO

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A: Introduction

1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS), invites Tenders for the provision of Services as specified in Section VII - Activity Schedule. The successful Tenderer will be expected to provide the service(s) within the duration stated in the TDS from the start date specified in the TDS .
	1.2	Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in Instruction to Tenderers 3 [Eligible Tenderers].
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in Section VIII - General Conditions of Contract (GCC).
2. Source of Funds	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in the TDS. OR The Government of Tanzania through the PE named in the TDS has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the TDS towards the cost of the Non-Consultancy services named in the TDS and intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the TDS.
	2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request by the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting Contract placed by the PE.
3. Eligible Tenderers	3.1	The Invitation for Tenders (ITT) is open to all Tenderers except where it is specified in the TDS . A Tenderer may be natural persons, companies or firms or public or semi- public agencies of Tanzania and foreign countries, subject to ITT 3.5 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA)
	3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the TDS , there is no limit on the number of members in a JVCA.
	3.3	The appointment of Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
	3.5	Any tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.

	3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Service Provider in Tanzania before signing the Contract.
	3.7	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be procured under this Invitation for tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tender; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) Submit more than one tender in this tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or g) participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the tender.
	3.8	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent; 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; 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; d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct; e) the Tenderer is debarred and blacklisted in accordance with the Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or f) the Tenderer is from an ineligible country as specified under Section VI [Eligible Countries] of this tendering document.
	3.9	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 PE, registered by the relevant registration Board or Authority.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.

	3.12	If specified in the TDS , Tenderers shall submit proposals relating to the nature, conditions and modalities of sub- contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the tender price is envisaged.
4. One Tender per Tenderer	4.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
	4.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A Tenderer, if acting in the capacity of subcontractor in any Tender, may participate in more than one tender but only in that capacity.
	4.4	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.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
6. Site Visit and Pre-Tender meeting	6.1	The Tenderer, at owns responsibility and risk, is advised to visit and examine the Site and its surroundings on which service(s) are to be provided and obtain all information that may be necessary for preparing the Tender and entering into a contract for provision of service(s). The costs of visiting the Site shall be at the Tenderer's own expense.
	6.2	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	6.3	The PE may conduct a site visit and a pre-tender meeting. The purpose of the pre-tender meeting will be to provide specific project information, to explain any unusual aspects of the project and to address any question on any matter that may be raised at that stage.
	6.4	The Tenderer's designated representative is invited to attend a site visit and/or pre-tender meeting which, if convened, will take place at the venue and time stipulated in the TDS . Unless stated otherwise in the TDS , non-attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a Tenderer.
	6.5	The Tenderer may submit any questions if any through NeST to reach the PE before the pre-tender meeting. PE may respond to questions during the meeting, however, all questions raised and their responses will be transmitted in accordance with ITT 6.6 .
	6.6	Minutes of the pre-tender meeting, if applicable, including questions raised by the Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all participating Tenderers through NeST. Any modification of the tendering document listed in ITT 7.1 [Content of tendering document] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 [Amendments of the tendering document] and not through the minutes of the pre-tender meeting.

B: Tendering Documents

<p>7. Content of Tendering Documents</p>	<p>7.1</p>	<p>The services to be provided, tendering, procedures and contract terms are prescribed in the Tendering Documents. In addition to the Section I [Invitation for Tenders] the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendment of Tendering Documents] include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p>Section II - Instructions to Tenderers (ITT)</p> <p>Section III - Tender Data Sheet (TDS)</p> <p>Section IV – Qualification and Evaluation Criteria</p> <p>Section V - Tendering Forms</p> <p>Section VI - Eligible Countries</p> <p>PART 2: PROCURING ENTITY’S REQUIREMENTS</p> <p>Section VII - Activity Schedule</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section VIII - General Conditions of Contract (GCC)</p> <p>Section IX - Special Conditions of Contract (SCC)</p> <p>Section X - Contract Forms</p>
	<p>7.2</p>	<p>The Invitation for Tenders (Section I) issued by the PE does not form part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.</p>
	<p>7.3</p>	<p>The Tenderer is expected to examine all instructions, forms, terms, and requirements in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or submission of a tender not substantially responsive to the Tendering Documents in every respect will be at the Tenderer’s risk and may result in the rejection of its tender.</p>
<p>8. Clarification of Tendering Documents</p>	<p>8.1</p>	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
	<p>8.2</p>	<p>The PE will within one to three days after receiving request for clarification respond and publish through NeST any request for clarification prior to the dead line for submission of tenders.</p>
	<p>8.3</p>	<p>The PE’s response shall be posted through NeST to all prospective Applicants who have obtained the tender document from NeST, including a description of the inquiry but without identifying its source.</p>
	<p>8.4</p>	<p>Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].</p>
<p>9. Amendment of Tendering Documents</p>	<p>9.1</p>	<p>Before the deadline for submission of tenders, the PE 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 an addenda.</p>
	<p>9.2</p>	<p>Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers.</p>
	<p>9.3</p>	<p>In order to allow prospective Tenderers reasonable time to take an addendum into account in preparing their tenders, the PE at its discretion may extend the deadline</p>

		for submission of Tenders, in accordance with ITT 22.2 [Deadline of Submission of Tenders].
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C. Preparation of Tenders

<p>10. Language of Tender</p>	<p>10.1</p>	<p>The Tender, prepared by the Tenderer as well as all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the language stipulated in the TDS. Supporting documents and printed literature furnished by the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p>
<p>11. Documents Constituting the Tender</p>	<p>11.1</p>	<p>The Tender prepared by the Tenderer shall constitute the following components:</p>
		<ul style="list-style-type: none"> a) The Form of Tender (in the format provided in Section V- Tendering Forms); b) Schedules: priced Activity Schedule completed in accordance with ITT 14 [Form of Tender and Activity Schedule] and ITT 16 [Tender Prices and Discounts]; c) Tender security or Tender Securing Declaration in accordance with ITT 19 [Tender Security or Tender Securing Declaration]; d) Alternative tenders where invited in accordance with ITT 15 [Alternative Tender by Tenderers]; e) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with ITT 20 [Format and Signing of Tender]; f) Qualifications: documentary evidence in accordance with ITT 12 [Documents Establishing Eligibility and Qualification of the Tenderer] establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted. g) Tenderer's Eligibility: documentary evidence in accordance with ITT 12 establishing the Tenderer's eligibility to Tender; h) Conformity: documentary evidence in accordance with ITT 13 [Documents Establishing Eligibility of Services], that the Services conform to the Tendering document; i) Code of Conduct for Contractor's Personnel (ES) The Tenderer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract (if required). The Tenderer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks; j) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: [Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]: [e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan] [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic]; and k) Any information other than the documents under ITT 11.1(a) – (h) above required to be completed and submitted by Tenderers, as specified in the TDS.
<p>12. Documents Establishing</p>	<p>12.1</p>	<p>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</p>

Eligibility and Qualifications of the Tenderer		tender is accepted.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission. The update or confirmation should be provided in Section V [Tendering Forms]
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the Section IV [Qualification and Evaluation Criteria]
	12.4	<p>Tenders submitted by a JVCA shall comply with the following requirements, unless otherwise stated in the TDS:</p> <ul style="list-style-type: none"> a) the tender shall include all the information listed in the TDS pursuant to ITT12.3 above for each JVCA partner; b) the tender shall be signed so as to be legally binding on all partners; c) one of the partners of the JVCA will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners of the JVCA; d) the partnering charge of the JVCA shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a JVCA and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge of the JVCA; e) all partners of the JVCA shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the tender and in the Agreement (in case of a successful Tender); f) a copy of the JVCA agreement entered into by all partners shall be submitted with the tender. Alternatively, a Letter of Intent to execute a JVCA agreement shall be signed by all partners and submitted with the tender, together with a copy of the proposed Agreement; and g) the Tender Securing Declaration as stated in accordance with ITT18 [Tender Securing Declaration], and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners of the JVCA.
	12.5	When tendering for more than one lot or slice under the package arrangements, the Tenderer must provide evidence that he meets or exceeds the sum of all the individual requirements for the slices or lots being tendered as provided in Section IV-Qualification and Evaluation Criteria.
	12.6	In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices/multiple contracts for which the Tenderer meets the criteria as provided in Section IV -Qualification and Evaluation Criteria.
13. Documents Establishing Conformity of Services	13.1	To establish the conformity of the Non-Consultancy Services to the Tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Activity Schedule.
	13.2	Standards for provision of the Non-Consultancy Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the PE's satisfaction, that the substitutions

		ensure substantial equivalence or are superior to those specified in the Section VII, Activity Schedule
14. Form of Tender and Activity Schedule	14.1	The Form of tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3 [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested.
15. Alternative Tenders by Tenderers	15.1	Unless otherwise indicated in the TDS , alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the PE.
	15.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section IV, Qualification and Evaluation Criteria.
	15.3	When specified in the TDS , Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS , as will the method for their evaluation, and described in Section VII, Procuring Entity's Requirements
16. Tender Prices and Discounts	16.1	The Tender Prices and Discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified.
	16.2	All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
	16.3	The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Tenderer.
	16.4	The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 14.1 [Form of Tender and Activity Schedule].
	16.5	The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule in Section VII. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
	16.6	All duties, taxes, and other levies listed in the TDS payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
	16.7	If provided for in the TDS , the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
	16.8	For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.
	16.9	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the TDS . Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
17. Tender Currencies	17.1	The price shall be quoted by the Tenderer separately in the following currencies: <ul style="list-style-type: none"> a) for those inputs to the Services which the Tenderer expects to provide from within the United Republic of Tanzania, the prices shall be quoted in the Tanzania Shillings, unless otherwise specified in the TDS; and b) for those inputs to the Services which the Tenderer expects to provide from outside the United Republic of Tanzania, the prices shall be quoted in up to any three currencies of any eligible country.
	17.2	The rates of exchange to be used by the Tenderer in arriving at the local currency

		equivalent and the proportions mentioned in ITT 17.1 shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 30.1[Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	17.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender
	17.4	Tenderers may be required by the PE 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 17.1.
18. Tender Validity Period	18.1	Tenders shall remain valid for the period specified in the TDS after the deadline for Tender submission specified in ITT 22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as non- responsive.
	18.2	In exceptional circumstances, prior to expiry of the original Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through NeST.
	18.3	The Tender Security provided under ITT 19.1 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
	18.4	A Tenderer agreeing to the request will not be required or 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 19 [Tender Security or Tender Securing Declaration] in all respects.
	18.5	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
19. Tender Security or Tender Securing Declaration	19.1	Pursuant to ITT 11 [Documents Constituting the Tender], 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 V-Tendering Forms.
	19.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture or execution of Tender Securing Declaration pursuant to ITT 19.9 and 19.10.
	19.3	The Tender Security shall be denominated in currency of the tender/local currency or in another freely convertible currency, and shall be, at the Tenderer's option, 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 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; or b) a cashier's or certified cheque; or c) another security indicated in the TDS .
	19.4	The Tender security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in Section V – Tendering Forms or another form approved by the PE prior to the Tender submission
	19.5	The tender security or Tender- Securing Declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 [Eligible Tenderers]

		and ITT11.1 [Documents Constituting the Tender]
	19.6	Any Tender not accompanied by a Tender security or Tender Securing Declaration in accordance with ITT 19.1 or ITT 19.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Evaluation of Tenders]..
	19.7	<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 the PE pursuant to ITT 18 [Tender Validity Period]. The PE 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 tender documents; c) the rejection by the PE of all tenders; d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted
	19.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
	19.9	<p>In the case of Tender Security, it shall be forfeited if:</p> <ul style="list-style-type: none"> a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period]; b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].
	19.10	<p>In the case of Tender Securing Declaration, it shall be executed if:</p> <ul style="list-style-type: none"> a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2 [Tender Validity Period]; b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security or Performance Securing Declaration] or fails to sign the contract in accordance with ITT 41 [Signing of Contract]
	19.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Regulatory Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public tenders during the period of debarment.
20. Format and Signing of Tender	20.1	The Tenderer shall prepare documents constituting the tender as described in ITT 11 [Documents Constituting the Tender].
	20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the names and positions held by each signatory as specified in the TDS .
	20.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to Contract execution if the Tenderer is awarded the Contract.

D. Submission of Tenders

21. Submission of Tenders	21.1	All tenders shall be submitted through NeST. Tenders submitted through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
	21.2	The tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through NeST shall be received in full prior to the closing time and the Tenderers shall receive an acknowledgement of receipt of their tenders or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission, and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST in a manner specified under ITT 21.2 [Submission of Tenders] not later than the date and time specified in the NeST.
	22.2	The PE may, in exceptional circumstances and at its discretion and before the expiry of the submission deadline, extend the deadline for submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendments of Tendering Documents], in which case all rights and obligations of the PE and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.
23. Late Tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT22 [Deadline for Submission of Tenders].
24. Modification, Substitution, and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Tenders. The tenderer shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
	24.2	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 Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT19.9 [Tender Security or Tender Securing Declaration].
	24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT18.2 [Tender Validity Period] shall result in execution of Tender securing declaration pursuant to ITT19.6 [Tender Security or Tender Securing Declaration].

	24.4	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
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E. Opening and Evaluation of Tenders

25. Opening of Tenders	25.1	The opening shall be done automatically by the system after the deadline date and time, readout prices shall be displayed automatically in the respective portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.
	25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of a Contract 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 issued.
	26.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of its Tender.
27. Clarification of Tenders	27.1	In order to assist in the examination, evaluation, and comparison of Tenders, and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	27.2	The request for clarification by the PE shall be communicated through NeST and the Tenderer shall respond through NeST . No change in the prices or substance of the Tender shall be sought, offered, or permitted by the PE in the evaluation of Tenders.
28. Preliminary Evaluation of Tenders	28.1	Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITT 3; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.
	28.2	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. b) For the purpose of this section, the following definitions apply; <ul style="list-style-type: none"> “Deviation” is a departure from the requirements specified in the Tendering Document; “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and “Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document
	28.3	The PE will confirm that the documents and information specified under ITT 11 [Documents Constituting the Tender] and ITT 12 [Documents Establishing Eligibility and Qualifications of the Tenderer] have been provided in the

		Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
	28.4	The PE may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer.
	28.5	Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
	28.6	Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non- conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.
	28.7	If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity.
	28.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: <ul style="list-style-type: none"> a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender Securing Declaration as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
	28.9	All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following: <ul style="list-style-type: none"> a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.

30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the various currencies in which they are payable to Tanzania Shilling at the selling exchange rate established for similar transactions by the Bank of Tanzania prevailing on the date of opening.
31. Technical Evaluation and Comparison of Tenders	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive pursuant to ITT 28 [Preliminary Evaluation of Tenders].
	31.2	The PE shall use the criteria and methodologies listed in this ITT and Section IV, Qualification and Evaluation Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the PE shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be substantially responsive to the Tendering document; and the lowest evaluated cost.
	31.3	<p>In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:</p> <ul style="list-style-type: none"> a) price adjustment due to discounts offered in accordance with ITT 16.4 [Tender Prices and Discounts]; b) converting the amount resulting from applying (a) above, if relevant, to a single currency in accordance with ITT 30 [Conversion to Single Currency]; c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT28.6 [Preliminary Evaluation of Tenders].; d) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day-work, when requested in the Specifications; and e) the additional evaluation factors specified in Section IV Qualification and Evaluation Criteria.
	31.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.
	31.5	If this Tendering document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV, Qualification and Evaluation Criteria.
32. National Preference	32.1	If so indicated in the TDS , Domestic Tenderer may receive a margin of preference in Tender evaluation, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
	32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV, Qualification and Evaluation Criteria.
	32.3	The PE, in applying margin of preference, shall be guided by Public Procurement Act, Cap 410 to determine whether or not tenderers are qualified for margin preference.

	32.4	A JVCA between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Public Procurement Act, Cap 410.
	32.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT19 [Alternative Tenders], and shall be subject to the margin of preference in accordance Section IV [Qualification and Evaluation Criteria]
33.Determin- ation of the Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34. Post- qualification of Tenderer	34.1	After determining the lowest-evaluated tender, if pre- qualification was not undertaken, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in Section IV, Qualification and Evaluation Criteria.
	34.2	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract. b) Before rejecting an abnormally low tender, the PE shall request the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal; c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; d) The PE shall incur no liability solely by rejecting abnormally tender; and <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is eligible and meets the qualifying criteria specified in Section IV: Qualification and

		Evaluation Criteria.
	34.4	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender
	34.5	Prior to Contract award, the PE will verify that the successful Tenderer (including each member of a JV) is not blacklisted by PPRA due to noncompliance with contractual obligations. The PE will conduct the same verification for each subcontractor proposed by the successful Tenderer. If any proposed subcontractor does not meet the requirement, the PE will require the Tenderer to propose a replacement subcontractor
	34.6	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
	34.7	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.
	34.8	An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

35. Criteria for Award	35.1	<p>Subject to ITT 34 [Post-qualification of a Tenderer] and ITT36 [Negotiations], The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITT 3 [Eligible Tenders]; b) qualified to perform the Contract satisfactorily; and c) successful negotiations have been concluded, if any.
	35.2	<p>If, pursuant to ITT 12.6 [Documents Establishing Eligibility and Qualifications of the Tenderer], this Contract is being let on lots basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.</p>
36. Negotiations	36.1	<p>Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas:</p> <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 SCC; d) finalizing payment arrangements; e) mobilization arrangements; f) agreeing final delivery or work schedule to accommodate any changes required by the PE; g) the methodology or staffing; h) clarifying details that were not apparent or could not be finalized at the time of tendering; and i) reduction of Tender Price to match the available PEs Estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance ITT 35.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.
	36.2	<p>Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.</p>
37. PE's Right to Accept any Tender and to Reject any or all Tenders	37.1	<p>Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Tenderer(s).</p>
	37.2	<p>Notice of the rejection of all Tenders shall be given promptly to all Tenderers that have submitted tenders through NeST.</p>
	37.3	<p>The PE shall upon request any Tenderer communicate the grounds for rejection of its Tender(s) but is not obliged to justify those grounds.</p>

38. PE's Right to vary Scope of Service at the Time of Award	38.1	The PE reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39. Notification of Award	39.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through NeST to all tenderers who participated in the tender in question giving them five (5) calendar days within which to submit complaints to the PE thereof, if any. The condition shall not apply where only one tenderer responds in competitive method or where single source, national shopping, minor value procurement methods have been used
	39.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through NeST, of the award by the PE prior to expiration of the Tender validity period.
	39.3	The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Securing Declaration] and signing the Contract in accordance with ITT41.2 [Signing of Contract].
40. Performance Security or Performance Securing Declaration	40.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the TDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	40.2	In the case of Performance Security it shall be in the form specified in the TDS and Conditions of Contract, and shall be in any of the following: <ul style="list-style-type: none"> 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.
	40.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms- Performance Securing Declaration]
	40.4	Failure of the successful Tenderer to comply with the requirements of ITT 40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of

		the Tender Security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
41. Signing of Contract	41.1	Promptly after notification of award, PE shall send the successful Tenderer a draft Contract, incorporating all terms and conditions as stipulated in the contract documents.
	41.2	Within fourteen (14) calendar days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.
	41.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 19.7 [Tender Security or Tender Securing Declaration].
42. Advance Payment	42.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the Conditions of Contract, subject to a maximum amount stated in the TDS .
	42.2	The advance payment should be accompanied by Advance Payment Security (Guarantee) in the format provided in Section X- [Contract Forms].
	42.3	For the purpose of receiving the Advance Payment, the Tender shall make and estimate of, and include in its Tender, the expense that will be incurred in order to commence the service. These expenses will relate to the mobilization of equipment, machinery, materials and on the engagement of labor during the first month beginning with the date of the PE's "Notice to commence as specified in the SCC.
43. Adjudicator	43.1	The PE proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS , plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.
	43.2	The named person as an Adjudicator shall be obtained from a list of approved adjudicators by an Institution(s) named in the TDS .
44. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices	44.1	The Government of Tanzania requires that procuring entities (including beneficiaries of public funds) as well as Tenderers under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the following shall apply:- <ul style="list-style-type: none"> a) for the purposes of this provision, the terms set forth below are defined as follows:- <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 a public 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 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>iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>b) PE will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices in competing for the contract.</p> <p>c) Pursuant to the policy defined in ITT 44.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.</p> <p>d) PPRA will declare a firm to be ineligible, for a period of ten years, to be awarded a public - financed Contract in the United Republic of Tanzania if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing a public – financed Contract.</p>
	44.2	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	44.3	Any communication between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

G. Review of Procurement Decisions

45. Right to Review	45.	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
46. Time Limit on Review	46.1	The Tenderer shall submit an application for review within Seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
47. Submission of Applications for Review	47.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy to the Chief Executive Officer - Public Procurement Regulatory Authority (PPRA).
	47.2	For PEs with delegated procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer, the submission shall be submitted through NeST to the Accounting Officer with a copy to the delegated Accounting Officer and PPRA.
	47.3	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement or disposal requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and f) any other information relevant to the complaint.
	47.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
48. Decision by the Accounting Officer	48.1	<p>The Accounting Officer shall, within seven (7) calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> 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.
	48.2	Where the Accounting Officer does not issue a decision within the time specified in ITT 48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 49.1 [Review by the Public Procurement Appeals Authority] within seven (7) calendar days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.
49. Review by the Public	49.1	Complaints or disputes which,

<p>Procurement Appeals Authority</p>		<p>a) are not settled within the specified period under ITT48.1 [Decision by the Accounting Officer];</p> <p>b) the Applicant is not satisfied with the decision of the accounting officer; or</p> <p>c) arise after the procurement contract has entered into force pursuant to ITT41 [Signing of Contract],</p> <p>shall be referred to the Appeals Authority within seven (7) calendar days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 48.1 [Decision by the Accounting Officer] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT46.1 [Time Limit on Review].</p> <p>The Appeals Authority shall, within forty five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.</p>
		<p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p>
	<p>49.2</p>	<p>The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the TDS.</p>

SECTION III: TENDER DATA SHEET (TDS)

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

Ser. No	Required Information/Data	ITT Clause	Information/Data to be filled in by the PE
Introduction			
1.	Name of the PE	1.1 & 2.1	BAGAMOYO DISTRICT COUNCIL
2.	Name of the Tender	1.1 & 2.1	Tender No.: 71B1/2023/2024/NC/29 for To hire one company for security services at Bagamoyo District Hospital
3.	Expected Contract Duration	1.1	The Contract will commence 7 days after contract signing. The contract duration is 330 days.
4.	Method of procurement	1.2	Tendering will be conducted through National Competitive Tendering.
5.	Financial year	2.1	2023/2024
6.	Financing Institution	2.1 & 2.2	Not Applicable
7.	Eligible Tenderers	3.1	GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign
8.	Number of JVCA Members	3.2	Not Applicable
9.	Sub-Contracting Arrangements	3.12	Subcontracting shall be Not Applicable.
10.	Site Visit	6.4	Site visit will take place at BAGAMOYO DISTRICT HOSPITAL on 10/07/2024 at 10:30 hours local time
11.	Pre-tender Meeting	6.4	Pre-tender meeting will not take place.
12.	Language of the Tender	10.1	English
13.	Other required documents	11.1(i)	Special Power of Attorney.
14.	Information to be submitted by JVCA	12.4	JVCA is not Applicable.
15.	Alternative tenders and	15.1 & 15.2	An alternative time for delivery is Not Allowed.

	Alternative Completion Time		
17.	Technical Alternatives	15.3	Technical Alternatives are Not Allowed.
18.	Duties and taxes to be paid by Service Provider	16.6	Duties and Taxes to be paid by Service Provider: AS PER GORVENMENT LOWS.
19.	Price Adjustment	16.7	The Price shall be FIXED
20.	Fixed Budget Tender		The available budget is 1900000.
21.	Currency of the Tender	17.1(a)	The Tanzanian Shilling
22.	Tender Validity Period	18.1	45 Days
23.	Form of Tender Security, Amount and Currency of Tender Security	19.1	Tender Securing Declaration.
24.	Other form of Tender Security	19.3	INSURANCE COVER NOT
25.	Tender authorization documents	20.2	NOT APLICABLE
27.	Domestic Preference	32.1	Refer Section of Qualification and Evaluation Criteria.
28.	Percentage for Increase and Decrease for Quantities	38.1	0.1 Percent
29.	Performance security/Performance Securing Declaration	40.1	Performance Securing Declaration.
30.	Advance Payment	42.1	The Advance Payment shall be Not Applicable.
31.	Adjudicator	43.1	The proposed adjudicator for the project is Hemedi malogo whose hourly rate shall be TSHS:100000.

32.	Source of the Adjudicator	43.2	Tanzania Institute of Arbitrators (TIArb)
33.	Address to Submit an Appeal to PPAA	48.2	<p>The address for Appeal to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Mkandarasi Place, 4th Floor, Jakaya Kikwete Road P.O Box 1385 Dodoma Telephone +255262962411 Mobile:+255743505505 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Litigation History (SCORE: N/A)

Tenderers are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2021-07-01
Litigation History End Year	2024-06-30

2. Standard Tender Forms

Tender Validity Period (SCORE: N/A)

Service Providers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	45
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Notarized Special Power of Attorney (SCORE: N/A)

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

Tender Securing Declaration (SCORE: N/A)

Tenderer should submit tender securing declaration as per instructions to tenderers.

3. Financial Situation and Performance

Access to Financial Resources (Sources of Fund) (SCORE: N/A)

Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

Average fund amount from all sources (any freely convertible currency proposed by bidder)	10000000
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Technical Evaluation

1. Statement of Requirements

Conformance to Statement of Requirements (SCORE: N/A)

Tenderers are required to comply with the statement of requirements as specified by the procuring entity.

2. Experience

Current Contract Commitment (SCORE: N/A)

Tenderer must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2021-07-01
Current Commitment End Year	2024-06-30

Specific Experience (SCORE: N/A)

Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size, complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). In the case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Specific Experience	security contract
Specific Experience Start Year	2021-07-01
Specific Experience End Year	2024-06-30
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	20000000

General Experience (SCORE: N/A)

Tenderers should provide details of their previous and ongoing contracts to evidence their general experience in provision of non consultancy services.

General experience start date	2021-07-01
General experience end date	2024-06-30
Number of contract	3
Contract value in the specified currency	20000000

General Experience in Key Activities (SCORE: N/A)

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration and with the minimum

experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

Employer's Name and Contact	BAGAMOYO DISTRICT HOSPITAL
Project Description	HIRINGI OF SECURITY SERVICE PROVERDER
Project Amount	20000000
Project Start Date	2024-08-14
Project End Date	N/A
Key Activities	SECURITY
Roles in Contract	SECURITY
Key Personnel	DISTRICT EXECUTIVE DERECTOR

3. Completion Schedules

Services Completion Schedule (SCORE: N/A)

Service provider is required to comply with completion period as suggested by the procuring entity unless alternative completion schedule is allowed.

Service Completion Schedule	330
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4. Key Personnel

Key Personnel (SCORE: N/A)

Tenderer should provide details of their personnel with adequate qualifications as required by the procuring entity.

Categories of Key Personnel	ADMINSTRATIVE AND OPARETION
Education Level	DIPLOMA
Experience of Key Personnel	3YEARS
Number of Required Key Personnel	2

Financial Evaluation

1. Price Schedule

Priced Schedule of Activity (SCORE: N/A)

The tenderer is required to price activities as per the activity schedule.

SECTION V: TENDERING FORMS

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

Form of Tender

(This form will be available in the system during tender submission)

Special Power of Attorney

(Form is available in the system during tender submission)

Tender Securing Declaration or Tender Security

(Form is available in the system during tender submission)

TECHNICAL SUBMISSION

1	Schedule Forms	<i>Tenderer shall fill in information about key personnel in their profile and complete priced activity schedule forms in accordance with the instructions indicated. The list of line items in a column of the Activity Schedules shall coincide with the List of Non-Consultancy Services specified in the Procuring Entity's Requirements.</i>
2	Personnel	<i>Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be updated in the tenderer profile through the system for each candidate to allow submission of the same during tender application.</i>
3	Equipment	<i>Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed by the Procuring Entity.</i>
4	Method Statement	<i>Tenderer is required to submit through the system the expected hereunder and to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme.</i>
5	ESManagement Strategies and Implementation Plans (ES-MSIP)	<i>The Tenderer shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITT 11.1 (g) of the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors. In developing these strategies and plans, the Tenderer shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.</i>
6	Historical Contract Non-Performance, Pending Litigation, Litigation History, and Conformance to Statutory Requirements	<i>Tenderers are required to fill and update information concerning non-performing contracts in their system profile to enable submission of the same during tender application.</i>
7	Current Contract Commitments	<i>Tenderers and/or each partner to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.</i>
8	General Experience	<i>Tenderers are required to fill and update information concerning their General Experience in their profile to enable submission of the same during tender application.</i>
9	Specific Experience	<i>Tenderers are required to fill and update information concerning their Specific Experience in their profile to enable submission</i>

		<i>of the same during tender application.</i>
10	Specific Experience in Managing ES aspects	<i>Tenderers are required to fill and update information concerning their Specific Experience in Managing ES aspects in their profile to enable submission of the same during tender application.</i>

Code of Conduct for Service Provider's Personnel Form (ES)

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

(Delete this Box prior to issuance of the Tendering documents)

Note to the Tenderer:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Tenderer may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Tenderer shall initial and submit the Code of Conduct form as part of its Tender.

CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable*]. Our contract requires us to implement measures to address *environmental and social risks* [*Note to Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [*Note to Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks*] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall-

- (a) carry out his/her duties competently and diligently;
- (b) comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
- (c) maintain a safe working environment including by:
 - (i) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - (ii) wearing required personal protective equipment;
 - (iii) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (iv) following applicable emergency operating procedures.
- (d) report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
- (e) treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

- (f) not engage in any form of sexual harassment includingunwelcome sexual advances, requestsfor sexual favors, and other verbal or physical conduct of a sexual nature with other ServiceProvider’s or Employer’s Personnel;
- (g) not engage in Sexual Exploitation, which means any actualor attempted abuse of position ofvulnerability, differential power or trust, for sexual purposes, including, butnotlimited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- (h) not engage in in Sexual Abuse, which means the actualor threatened physical intrusion of a sexualnature, whether by force or under unequal or coercive conditions;
- (i) not engage in any form of sexual activity withindividuals under the age of 18, except in case of pre-existing marriage;
- (j) complete relevant training courses that will beprovided related to the environmental and social aspectsof the Contract, includingon health and safety matters,and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
- (k) report violations of this Code of Conduct;and
- (l) not retaliate against any person who reports violationsof this Code of Conduct, whether tous or the Employer, or who makes use of applicable grievance mechanism forServiceProvider’s Personnel or the project’s Grievance Redress Mechanism.

RAISING CONCERNS

If any personobserves behavior that he/she believes may represent a violation of this Codeof Conduct, or that otherwise concernshim/her, he/she should raise the issue promptly. This can be donein either of the following ways:

- (a) contact [*enter name of the individual, with relevantexperience, designated by the Service providerto handle these matters*] in writing at this address [] or by telephone at [] or inperson at []; or
- (b) call [] to reach the ServiceProvider’s hotline (*if any*) and leave a message.

The person’s identity will bekept confidential, unless reporting of allegations is mandated by thecountry law. Anonymous complaints orallegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reportsof possible misconduct and willinvestigateand take appropriate action. We will provide warm referrals to service providersthat may help support the person who experienced the allegedincident, as appropriate. There will beno retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code ofConduct. Such retaliation would be aviolation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violationof this Code of Conduct by the Service Provider’s Personnel may result inserious consequences, up to and including termination and possible referralto legal authorities.

FOR SERVICEPROVIDER’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language thatI comprehend. I understand that if I have any questionsabout this Code of Conduct, I can contact [*enternameto Service Provider’s contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider’s Personnel: [insert name]

Signature: _____ Date: (day month year):
 _____ Counter signature of authorizedrepresentative

of the ServiceProvider:

Signature: _____ Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS
CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- (a) A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- (b) A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- (c) A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- (d) A Service Provider's Personnel denies a person access to the locations where the Services are executed unless she/he performs a sexual favor.
- (e) A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- (a) A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- (b) When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- (c) Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- (d) A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

SECTION VI: ELIGIBLE COUNTRIES

Tender No. and Title:

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

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

PART 2 – PROCURING ENTITY REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of services to be performed to enable Tendersto be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day-work Schedule

A Day-workSchedule should be included only if the probability of unforeseen work, outside items included in the ActivitySchedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the Tenderers, the Day-work Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic Day-work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a Day-work basis.
- (b) Nominal quantities for each item of Day-work, to be priced by each Tenderer at Day- work rates as Bid. The rate to be entered by the Tenderer against each basic Day- work item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the Tenderersin respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Providerfor the use and convenience of the specialist Service Providers, each related provisional sum should be followed by anitem in the Activity Schedule inviting the Tenderer to quote a sum for suchamenities, facilities, attendance, etc.

These Notes for Preparingan Activity Scheduleare intended only as information for the Employer or the person drafting theTendering document. They should notbe included in the final documents.

Performance Specifications and Drawings

(Describe Outputsand Performances, rather than Inputs, wherever possible)

Notes on Specifications

A set ofprecise and clear specifications is a prerequisite for Tenderers to respondrealistically and competitively tothe requirements of the Employer without qualifying or conditioning their Tenders.In the context of international competitive Tendering, the specifications must be draftedto permit the widest possiblecompetition and, at the same time, presenta clearstatement of the required standards of workmanship, materials,and performance of the goods andservices to be procured. Only if thisis done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluationfacilitated. The specificationsshould require that all goods andmaterials to be incorporated in the Services be new, unused, of the most recentor current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similarprojects are useful in this respect. Most specificationsare normally written specially by the Employer to suit the Contract in hand. Thereis no standard set of Specifications for universal application in all sectors,but there are established principles and practices, which arereflected in this document

There are considerable advantages in standardizing GeneralSpecifications for repetitive Services in recognized public sectors, such as education,health, sanitation, social and urban housing,roads, ports, railways, irrigation, and water supply, in the same country orregion where similar conditionsprevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonlyinvolved in the provision of Services, althoughnot necessarily to be used ina particular Services Contract. Deletionsor addenda should then adapt the

General Specifications to the particular Services.

Any applicable environmental and social requirements shall be specified. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the specifications.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the Tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Tendering document.

ACTIVITY SCHEDULE

LOT NO. 71B1/2023/2024/NC/29

To hire one company for security services at Bagamoyo District Hospital

GFS Code: 22001112 - Outsourcing Costs (includes cleaning and security services)

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Security guard services	12	Bagamoyo District Hospital	365

STATEMENT OF REQUIREMENTS

LOT NO. 71B1/2023/2024/NC/29

To hire one company for security services at Bagamoyo District Hospital

GFS Code: 22001112 - Outsourcing Costs (includes cleaning and security services)

Payment Mode

malipo ni kila mwezi

Performance & Specifications

Service Output Name	Specification Requirement	Performance Standard
ulinzi wa mali na usalama wa raia katika eneo la hospitali	1.muombaji awe na leseni ya biashara au nakala ya hati ya usajili kwa taasisi au kikundi cha kijamii 2. muombaji ambatanishe uthibitisho wa mlipa kodi (TIN) 3. kuwepo na mlinzi mmoja wa siraha	kutoa huduma bora za ulinzi

Monitoring

itafanyika kila baada ya mwezi

Service Duration

siku 365

Background

kufanya ulinzi wa kulinda rasmali na usalama wa watumishi pamoja wagonjwa na watu wote wanaopata huduma hospitali

Objective

kuimarisha usalama wa mali na raia katika eneo la hospitali

LOT NO. 71B1/2023/2024/NC/29

To hire one company for security services at Bagamoyo District Hospital

22001112 Outsourcing Costs (includes cleaning and security services)

Attachment is not Applicable for this item.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Provisions

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

		<p>the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>(s) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(t) “personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(u) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Employer. Details of the Service Provider will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>(v) “Service Provider’s Tender” means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>(w) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(x) “specifications” means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>(y) “services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Tender.</p> <p>(z) “Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p style="padding-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p style="padding-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(aa) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;</p> <p>(bb) “Subcontractor” means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 8.1.</p> <p>(cc) “Site” means the place(s) named in SCC.</p> <p>(dd) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>(ee) “value engineering” is a systematic and organized approach to provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.</p>
<p>2. Applicable Law and Interpretation</p>	<p>2.1</p>	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>

	2.2	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement; b) Letter of Acceptance; c) Special Conditions of Contract; d) General Conditions of Contract; e) Specifications; f) Drawings/Maps; g) BOQ if any h) Completed Activity Schedule h) Any other document listed in the SCC as forming part of the Contract. [This will be indicated as Appendices: Appendix 1 - Appendix nth]
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect after Service Provider fulfilling the conditions precedent specified in the SCC .
	3.2	If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The language of the Contract and the law governing the Contract are stated in the SCC .
5. Notices	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or emails, to such Party at the address specified. Details of the Service Provider's Address will be available in the Contract Finalization Information Section in the Contract Agreement.
6. Location	6.1	The Services shall be performed at such locations as are specified in Appendix A to this Contract, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
7. Authorized Representatives	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC .
8. Subcontracting	8.1	The Service Provider may subcontract with the approval of the Employer's Representative but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide

		record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
9. Other Service Providers	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC . The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers and shall notify the Service Provider of any such modification.
10. Taxes and Duties	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

11. Effectiveness of Contract	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
12. Commencement of Services	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
13. Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC 17, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 29. In this case, the Completion Date will be the date of completion of all activities.
14. Modification	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
15. Value Engineering	15.1	<p>If specified in the SCC, The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality.
	15.2	<p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Employer; or (c) improves the quality, efficiency, safety or sustainability of the services; or (d) yields any other benefits to the Employer, without compromising the necessary functions of the Services.
	15.3	<p>If the value engineering proposal is approved by the Employer and results in:</p> <ul style="list-style-type: none"> (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or (b) an increase in the Contract Price; but results in a reduction in life

		cycle costs due to any benefit described in 15.2 above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.
16. Force Majeure	16.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	16.2	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	16.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
	16.4	Payments shall be made promptly by the Employer, within sixty(60) days after submission of an invoice or claim by the Supplier. If the Employer makes a delayed payment, the Supplier shall be paid interest on the delayed payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
17. Termination by the Employer	17.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause and sixty (60) days in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication; b) if the Service Provider become insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing the Contract. e) if the Service Provider does not maintain a Performance Security in accordance with GCC 30 [Performance Security]; f) if the Employer, in its sole discretion, decides to terminate this Contract.

<p>18. Termination by the Service Provider</p>	<p>18.1</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
<p>19. Payment upon Termination</p>	<p>19.1</p>	<p>Upon termination of this Contract pursuant to GCC 17.1 or 18.1, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 52 [Terms and Conditions of Payment] for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 17.1 [Termination by the Employer], reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>

C. Obligations of the Service Provider

20. General	20.1	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
	20.2	The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 24 [Protection of the Environment].
	20.3	The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Subcontractors or third parties.
21. Conflict of Interests	21.1	The remuneration of the Service Providers pursuant to GCC 49 [Lumpsum Remuneration] shall constitute the Service Providers’ sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	21.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services
	21.3	Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
22. Confidentiality	22.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
23. Insurance to be Taken out by the Service Providers	23.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been

		paid.
24. Protection of the environment	24.1	As applicable, the Service Provider shall take all necessary measures to: protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.
	24.2	The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.
	24.3	In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer
25. Health and Safety	25.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Personnel employed for the execution of Services at the locations where the Services are executed.
	25.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Service Provider shall conduct an HIV-AIDS awareness programme and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
	25.5	If required in the SCC , the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract. The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.
	25.6	The health and safety manual shall set out any applicable health and safety requirement under the Contract, which may include: (a) the procedures to establish and maintain a safe working environment; (b) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards); (c) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water- based, water-related, and vector-borne diseases,

		<p>(d) the measures to be implemented to avoid or minimize the spread of communicable diseases; and</p> <p>(e) any other requirements stated in the Employer’s Requirements.</p>
26. Service Providers’ Actions Requiring Employer’s Prior Approval	26.1	<p>The Service Provider shall obtain the Employer’s prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
	26.2	<p>Submission by the Service Provider for the Employer’s approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.</p>
27. Reporting Obligations	27.1	<p>The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
	27.2	<p>If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.</p>
	27.3	<p>The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer’s country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p>
	27.4	<p>The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Service Provider’s, its Subcontractors’ and suppliers’ Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the time frame agreed with the Employer.</p>
	27.5	<p>The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub-Clause.</p>

28. Documents Prepared by the Service Providers to be the Property of the Employer	28.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
29. Lack of performance penalty	29.1	If the Service Provider does not provide services to the required service levels, a penalty for lack of performance will be paid by the Service Provider as specified in the SCC .
30. Performance Security	30.1	The Service Provider shall provide the Performance Securing Declaration or Performance Security (as the case may be) to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC .
	30.2	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.
	30.3	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Services, and in the event the Service Provider failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
31. Sustainable Procurement	31.1	The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC .
32. Code of Conduct	32.1	The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations where the Services are provided.
	32.2	The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
	32.3	The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people by the services. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.
	32.4	The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify

		compliance with these obligations.
33. Training of Service Provider's Personnel	33.1	The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.
	33.2	As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.
	33.3	The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.
34. Security of the Site	34.1	Unless stated otherwise in the SCC , the Service Provider shall be responsible for the security at the locations where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
	34.2	If required in the SCC , prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the Site(s) where the Services are executed.
	34.3	In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.
	34.4	The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.
	34.5	The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.
35. Cultural Heritage Findings	35.1	All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations where the Services are carried out shall be placed under the care and custody of the Employer.
	35.2	As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

D. Service Provider's Personnel

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

	38.4	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
39. Labor Laws	39.1	The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
	39.2	The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
	39.3	The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
40. Rates of Wages and Conditions of Labor	40.1	The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established by an appropriate authority or body for the trade or industry. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.
	40.2	The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes applicable within the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the applicable laws of Tanzania for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.
41. Facilities for Service Provider's Personnel	41.1	The Service Provider shall provide and maintain all necessary accommodation and welfare facilities stated in the SCC for the Service Provider's Personnel employed for the execution of the Contract at the locations where the Services are provided.
	41.2	In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return and burial, unless otherwise specified in the SCC.
42. Workers' Organizations	42.1	In accordance with relevant labor laws in Tanzania which recognize workers' rights to form and to join workers' organizations of their choice and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.
	42.2	Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and

		terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.
43. Non-Discrimination and Equal Opportunity	43.1	The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
	43.2	Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).
44. Forced Labor	44.1	The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
	44.2	No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
45. Child Labor	45.1	The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
	45.2	The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
	45.3	The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

	45.4	<p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none">(a) with exposure to physical, psychological or sexual abuse;(b) underground, underwater, working at heights or in confined spaces;(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
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E. Obligations of the Employer

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

F. Payments to the Service Provider

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

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

G. Quality Control

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

H. Settlement of Disputes

<p>58. Amicable Settlement</p>	<p>58.1</p>	<p>In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.</p>
<p>59. Dispute Settlement</p>	<p>59.1</p>	<p>Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the SCC within 28 days of the notification of disagreement of one party to the other.</p>
	<p>59.2</p>	<p>The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.</p>
	<p>59.3</p>	<p>The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p>
	<p>59.4</p>	<p>The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the SCC.</p>
	<p>59.5</p>	<p>Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p>

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

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

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions			
1.	Adjudicator Appointing Authority	1.1(a)	Tanzania Institute of Arbitrators (TIArb)
2.	Appointing Authority for the Arbitrator	1.1(c)	District executive Director
3.	Name of Employer	1.1(k)	BAGAMOYO DISTRICT COUNCIL P.O.Box 59 BAGAMOYO
4.	Site Location	1.1 (cc)	The services shall be executed at BAGAMOYO DISTRICT HOSPITAL.
5.	Applicable Law	2.1	is low o Tanzania
6.	Other Documents Forming the Contract	2.3(h)	Negotiation
7.	Conditions Precedent	3.1	Not Applicable
8.	Date for Meeting Condition Precedent	3.2	0 Days after contract signing.
9.	Governing Language	4.1	ENGLISH.
10.	Authorized Representative	7.1	PE Representative: Dr kandi lusind
11.	Other Service Providers	9.1	SECURIYT COMPANY REGISTRATIO

B. Commencement, Completion, Modification, and Termination of Contract			
12.	Date of Effectiveness of Contract	11.1	335 Days after the signing of contract.
13.	Starting Date	12.2	14/08/2024
14.	Intended Completion Date	13.1	Contract end date is expected to be at 30/06/2025
15.	Value Engineering	15.1 & 15.3	Not Applicable
16.	Interest Rate	16.4	0.1 Percent.

C. Obligations of the Service Provider

17	Prohibition of Conflicting Activities	21.3 (c)	Not Applicable
18.	Insurance to be taken out by the Service Providers	23.1	The risks and coverage by insurance shall be: (i) Third Party Motor vehicle insurance is TZS 110,000.00 (ii) Third Party Equipment Insurance is TZS 110,000.00. (iii) insurance on Employer's Liability is TZS 110,000.00 (iv) Insurance on Professional Liability is TZS N/A (v) Insurance against Loss or Damage is TZS 1,000,000.00
19.	HIV Awareness Programme	25.4	Training and Post about HIV.
20.	Health and Safety Manual	25.5	Applicable
21.	Service Providers' Actions Requiring Employer's Prior Approval	26.1(d)	SECURITY COMPANY REGISTRATION
22.	Employer's restrictions to Service Provider on the use of the submitted Documents	28.1	Not Applicable
23.	Lack of Performance Penalty	29.1	The applicable rate of liquidated damages shall be 0.1 percent of the cost of undelivered goods for every day of delay to a maximum of 10% of the contract sum.
24.	Performance Security/Performance Securing Declaration.	30.1	Performance security shall be Performance Securing Declaration.
25.	Sustainable Procurement	31.1	sustainable.
26.	Security of the Site	34.1 & 34.2	The Service Provider shall submit a security management plan for the security at the locations where the Services are carried out.

D. Service Provider's Personnel

27.	Facilities and Accommodation to Personnel	41.1	not applicable
28.	Funeral Arrangements	41.2	Not Applicable

E. Obligations of the Employer

29.	Assistance and Exemptions	46.1	Not applicable
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F. Payments to the Service Provider

30.	Contract Price Currency	50.1	The Tanzanian Shilling.
31.	Terms and Conditions of Payment	52.1	as per contract
32.	Interest on Delayed Payments	53.1	0.1 Percent.
33.	Price Adjustment	54.1	<p>The Contract “is” subject to price adjustment in accordance with GCC Clause 54.1, and the following information regarding coefficients “does” apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency Not applicable:</p> <p style="padding-left: 40px;">(i) 0 percent nonadjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) 0 percent adjustable element (coefficient B).</p> <p>(b) For currency Tanzania Shillings:</p> <p style="padding-left: 40px;">(i) 0 percent nonadjustable element (coefficient A).</p> <p style="padding-left: 40px;">(ii) 0 percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be 0.</p> <p>The Index I for the specified international currency shall be 0.</p> <p>The Index I for currencies other than the local currency and the specified international currency shall be 0.</p>

G. Settlement of Disputes			
34.	Dispute Settlement Payments to the Adjudicator	59.3	TSHS:100000
35.	Place for Arbitration	59.4	Bagamoyo
36.	Appointing Authority for new Adjudicator	59.5	District excutive Director

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security/Performance Securing Declaration and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

1.

Notice of Intention to Award a Contract

[Letter head paper of the PE]

Ref No: [insert Ref. No.] Date:

To: [name and address of the Service Provider]

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER [insert No of contract] FOR [insert description]

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s: (Insert the name of the firm) for a contract price of (insert the contract award price and currency) and for a completion period/delivery period of (insert the duration).

Your tender was not considered for award of the contract due to the following reasons¹⁴

- 1)
- 2)
- 3)

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

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

Authorized Signature:

Name and Title of Signatory:

Name of PE:

¹⁴ Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appear in the evaluation report, and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

2. Letter of Acceptance

[Letter head paper of the PE]

[date]

To: [name and address of the Service Provider]

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

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

Therefore:

(a) We confirm that [insert name proposed by the PE in the Tender Data Sheet] be appointed as Adjudicator;

Or

(b) We accept that [insert name proposed by Tenderer] be appointed as Adjudicator.¹⁵

Or

(c) We do not accept that [insert name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [insert name of the Appointing Authority], to appoint the adjudicator in accordance with ITT 43.1.¹⁶

¹⁵To be used only if the Service Provider disagrees with the Adjudicator proposed by the Employer in the TDS and SCC and has accordingly offered another candidate and the Employer has accepted the counterproposal from the Service Provider.

¹⁶To be used only if the Employer disagrees with the Adjudicator proposed by the Service Provider in the TDS and SCC..

You are requested to furnish the Performance Securing Declaration or Performance Security¹⁷ within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature:

Name and Title of Signatory:

Name of PE

Attachment: Contract Agreement

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

¹⁷ Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under regional exclusive preference.

3. Form of Agreement

This AGREEMENT (hereinafter called the “Contract”) is made this *[day of the month]* day of *[inserta month]*, *[inserta year]* between, *[insertname and address of Employer]* (hereinafter called the “Employer”) of the one part, and *[insertname and address of Service Provider]* (hereinafter called the “Service Provider”) of the other part.

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

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

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of *[insert the figures and words and the currency]*;
- (c) the Employer has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds.

NOW THEREFORE, the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments (Breakdown of Contract Price in Foreign Currency and/or Breakdown of Contract Price in Local Currency)

Appendix C: Key Personnel and Subcontractors

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

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

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

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

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

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

THE SERVICE PROVIDER

Name:

Name:

(Authorized Representative) (Authorized Representative)

Designation:

Designation:

Signature:

Signature:

Date:

Date:

WITNESS

WITNESS

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Performance Securing Declaration 18

Date: *[insert date (as day, month and year)]*
Contract No.: *[insert Contract number]*

To: *[insert complete name of Employer]*

I/We, the undersigned, declare that:

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

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

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

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

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

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

Corporate Seal (where appropriate)

18 Used as an alternative performance security for Contracts whose value fall under Regional Exclusive Preference (i.e. TZS 200,000,000/- as per Tenth Schedule of Public Procurement Regulations -GN. No. 446 of 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

Performance Security

Option 1: (Bank Guarantee)

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guaranteereference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of the non-Consultancy services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sums specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

.....

[signature(s)]

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amounts specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contractor or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 21.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Non-Consultancy Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we *[name of the Bank]*, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the contract because the Applicant has

- a) used the advance payment for purposes other than the costs of mobilization in respect of the Non-Consultancy Services; or
- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition that for any claim and payment under this guarantee to be made, the advance payment referred to above must have been received by the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

[insert year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly, Signature and

Seal:

Name of Bank/Financial Institution:

Address:

Date:

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

² *Insert the expected completion date as described in GC Clause 21.1. The Employer should note that in the event of an extension of the expected completion date, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might*

consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”