

**Sayı:** 17812098-TİM.AKİB.GSK.SAN.2025/260-2872  
**Konu:** Tanzanya Demiryolu Şirketi (TRC) İhale Duyurusu

Mersin, 16/05/2025

**Sayın Üyemiz,**

T.C. Darüsselam Ticaret Müşavirliği tarafından iletilen bir bilgi notunda, Tanzanya Demiryolu Şirketi (TRC) tarafından ihale çağrısına çıkıldığı bildirilmektedir.

Bilgilerini rica ederim.

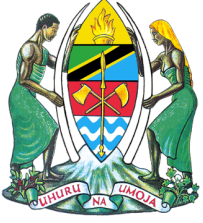
**H. Okan ŞENEL**  
**Genel Sekreter Yrd.**

**Ayrıntılı Bilgi İçin:** <https://nest.go.tz/>

**Ekler:**

- 1- MGR için 37 Vagon ve 600 Yük Vagonunun Rehabilitasyonu Amacıyla Yedek Parça Temini Supply of Spare Parts for Rehabilitation of 37 Coaches and 600 Wagons for MGR  
İhale/Tender No: TR126/2024/2025/G/171  
Son Başvuru Tarihi: 26.05.2025
- 2- MGR İçin Ray Yenileme Ekipmanları ve 150 Tonluk Ray Üstü Kurtarma Vinci Temini  
Procurement of Re-railing Equipments and 150 Tones Rail Mounted Breakdown Crane for MGR  
İhale/Tender No: TR126/2024/2025/G/156  
Son Başvuru Tarihi: 04.06.2025





**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF TRANSPORT  
TANZANIA RAILWAYS CORPORATION**



**REQUEST FOR TENDER**

**TENDER NO.: TR126/2024/2025/G/171**

**FOR**

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**13/05/2025**

## List of Abbreviations

AO	Accounting Officer
BOT	Bank of Tanzania
Cap	Chapter
CC	Conditions of Contract
FY	Financial Year
GCC	General Conditions of Contract
GPN	General Procurement Notice
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
MAT	Most Advantageous Tender
NCT	National Competitive Tendering
NeST	Tanzania National e-Procurement System
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
STD	Standard Tender Document
SCC	Special Condition of Contract
TDS	Tender Data Sheet
TS	Technical Specifications
TiARB	Tanzania Institute of Arbitration

## PART 1 – TENDERING PROCEDURES

## **SECTION I: INVITATION FOR TENDERS**



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF TRANSPORT  
TANZANIA RAILWAYS CORPORATION**



**Tender No. TR126/2024/2025/G/171**

**FOR**

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**13/05/2025**

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 28/06/2024.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA RAILWAYS CORPORATION during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR.
3. The TANZANIA RAILWAYS CORPORATION now invites tenders from GOVERNMENT\_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign of Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR.
4. Tendering will be conducted through the International Competitive Tendering method specified in the Public Procurement Regulations.
5. A complete set of tendering document(s) in English may be accessed through NeST.
6. Tenderers are required to register on the NeST and pay the tender participation fee indicated in the NeST to be able to participate in this tendering process.
7. All tenders must be accompanied by a Tender Security in the form of Tender Security - Insurance Bond in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 100,000,000.00.
8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM on 26/05/2025. Tenders will be opened promptly there after through NeST. Tender opening details will be available to the public through NeST.
9. Tenders not received through NeST shall not be evaluated irrespective of the circumstances.

**DIRECTOR GENERAL**

**P.O.Box 76959**

## **SECTION II: INSTRUCTIONS TO TENDERERS (ITT)**

## A. INTRODUCTION

ITT NUMBER	ITT DESCRIPTION	SUB - ITT NUMBER	SUB-ITT DESCRIPTION
1	<b>Scope of Tender and Tendering Method</b>	1.1	The Procuring Entity (PE) indicated in the <b>Tender Data Sheet (TDS)</b> invites tenders for the supply of Goods as specified in the <b>TDS</b> and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the <b>TDS</b> from the start date specified in the <b>TDS</b> . The duration of the Contract shall be as specified in the <b>TDS</b> .
		1.2	Tendering will be conducted through the method of procurement indicated in <b>TDS</b> and is open to all Tenderers who meet the eligibility criteria stated in Instructions to <b>ITT 3</b> [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in Section VIII -GeneralCondition of Contract (GCC).
2	<b>Source of Funds</b>	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b> . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the <b>TDS</b> . or The Government of Tanzania through the PE named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the <b>TDS</b> towards the cost of the project and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the <b>TDS</b> .
		2.2	Payments will be made directly by the PE (or by financing institution specified in the <b>TDS</b> upon request by the PE to so pay) for each order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE
3.	<b>Eligible Tenderers</b>	3.1	The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the <b>TDS</b> . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to <b>ITT3.5</b> or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA).
		3.2	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 <b>TDS</b> , 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 Supplier in Tanzania before signing the Contract.
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tender; or</li> <li>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</li> <li>f) submit more than one tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.</li> </ul>
		3.8	A Tenderer may be ineligible if – <ul style="list-style-type: none"> <li>a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>b) payments in favors of the Tenderer is</li> </ul>

			<p>suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property</p> <p>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</p> <p>f) the Tenderer is from ineligible country as specified under Section V [eligible countries] of this tendering document.</p>
		3.9	Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.10	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 request.
		3.12	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10%) percent of the tender price is envisaged.
4	<b>Eligible Goods and Related Services</b>	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.
		4.2	For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, training and initial maintenance.
		4.3	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics

			from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country-of-origin declarations included in the Form of Tender.
		4.6	If so required in the <b>TDS</b> , the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender.
5	<b>One Tender per Tenderer</b>	5.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
		5.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
		5.3	A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.
6	<b>Cost of Tendering</b>	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.

## B. TENDERING DOCUMENTS

7	<b>Contents of Tendering Documents</b>	7.1	<p>The goods required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [<b>Amendment of Tendering Documents</b>] include:</p> <p><b>PART 1: TENDERING PROCEDURES</b> Section II Instructions to Tenderers (ITT); Section III Tender Data Sheet (TDS); Section IV Qualification and Evaluation Criteria; Section V Tendering Forms; Section VI Eligible Countries.</p> <p><b>PART 2: PROCURING ENTITY'S REQUIREMENTS</b> Section VII Schedule of Requirements.</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b> Section VIII General Conditions of Contract (GCC); Section IX Special Conditions of Contract (SCC); Section X Contract Forms.</p>
		7.2	<p>The Invitation for Tenders (IFT) (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, the said Tendering Documents will take precedence.</p>
		7.3	<p>The PE shall not be responsible for any Tendering Documents and their addenda, if they were not issued by the respective PE directly through NeST.</p>
		7.4	<p>The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.</p>
8	<b>Clarification of Tendering Documents</b>	8.1	<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 the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders].</p>
		8.2	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p> <p>PE's response shall include a description of the inquiry without identifying its source.</p>
		8.3	<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>

9	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a request for clarification(s) by prospective Tenderers, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers.
		9.3	In order to allow prospective Tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

### C. PREPARATION OF TENDERS

10	<b>Language of Tender</b>	10.1	<p>The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the <b>TDS</b>.</p> <p>Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p>
11	<b>Documents and Sample(s) Constituting the Tender</b>	11.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <p>a) Form of Tender and a Price Schedule completed in accordance with <b>ITT14 [Form of Tender]</b>, <b>ITT15 [Tender Prices]</b>, and <b>ITT16 [Tender Currencies]</b>;</p> <p>b) Sample(s) if requested in the <b>TDS</b>;</p> <p>c) Documentary evidence established in accordance with <b>ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer]</b> that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</p> <p>d) Documentary evidence established in accordance with <b>ITT13.3(a)</b> that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with <b>ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents]</b> that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;</p> <p>f) Tender security or Tender Securing Declaration furnished in accordance with <b>ITT18 [Tender Security or Tender Securing Declaration]</b>;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with <b>ITT20.2 [Format and Signing of Tenders]</b> and</p> <p>h) Any other document, other than the documents under <b>ITT11.1</b></p>
		11.2	<p>(a) Where a sample(s) is required by a PE, the sample shall be:</p> <p>(i) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the <b>IFT</b>.</p> <p>(ii) Carriage paid;</p> <p>(iii) Received on, or before, the closing time and date for the submission of tenders and at the address shown in the <b>TDS</b>; and</p> <p>(iv) Evaluated to determine compliance with all characteristics listed in the <b>TDS</b>.</p> <p>(b) and The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents, and are not submitted within the specified time; and shall retain the sample(s) of the successful tenderer.</p>

		11.3	Where it is not possible to avoid using a propriety article as a sample, a Tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
		11.4	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.5	All samples produced from materials belonging to an unsuccessful tenderer which have not been claimed and collected by the tenderer within a period of thirty (30) days from the date of notification of unsuccessful tenderers by the PE shall be the property of the PE and shall be disposed in such a manner as may be directed by the Accounting Officer (AO).
12	<b>Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents</b>	12.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the Contract.
		12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the <b>TDS</b> .
		12.4	The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>TDS</b> following commencement of the use of the goods by the PE.
		12.5	For purposes of the commentary to be furnished pursuant to ITT 12.3(b), the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in the language of the tender. In case any other language than language of the tender is used, the pertinent

			translation into the language of the tender shall be attached to the original version.
13	<b>Documents Establishing Eligibility and Qualification of a Tenderer</b>	13.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, necessary documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
		13.2	Tenderers shall upload documents relating to eligibility during their registration to the system.
		13.3	The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible country as defined under ITT 4 [Eligible Goods and Related Services].
		13.4	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that: a) in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods Manufacturer or producer to supply the goods in the United Republic of Tanzania; b) in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in Tanzania equipped, and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the CC and/or Technical Specifications on behalf of the Supplier. c) the Tenderer meets each of the qualification criterion specified in Section III [Qualification and Evaluation Criteria].
14	<b>Form of Tender and Price Schedule</b>	14.1	The Tenderer shall fill the Form of Tender and Price schedule as provided and required in the NeST.
15	<b>Tender Prices and Discounts</b>	15.1	The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified in ITT 15.2 to 15.11.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed not to be included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with ITT 15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote discounts and the methodology for their application in the 'Form of Tender' in accordance with ITT 15.9.
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract.
		15.6	Prices indicated on the Price Schedule for goods manufactured from within the United Republic of Tanzania shall be entered in the following manner:



			<p>a) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>i). on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or</p> <p>ii). on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>b) sales and other taxes which will be payable on the goods if the contract is awarded.</p> <p>c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>TDS</b>.</p> <p>d) the price of other (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.7	<p>Prices indicated on the Price Schedule for goods offered from abroad shall be entered in the following manner</p> <p>a) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Tanzania, as specified in the <b>TDS</b>. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.</p> <p>b) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>TDS</b>.</p> <p>c) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>TDS</b>.</p> <p>d) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination shall be [Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT 15.7 (b) or (c)] if specified in the <b>TDS</b>.</p> <p>e) the price of (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This disaggregation shall be solely for the purpose of facilitation the comparison of Tenders by the PE. This, shall not in any way limit the PE's right to contract on any of the terms offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the <b>TDS</b>.</p> <p>ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and</p> <p>b) For Related Services</p> <p>i) The price of the related services,</p> <p>ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and</p> <p>iii) The total price for the item.</p>
		15.9	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to</p>

			variation on any account, unless otherwise specified in the <b>TDS</b> . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to <b>ITT28</b> [Preliminary Examination of Tenders]. If, however, in accordance with the <b>TDS</b> , prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
		15.10	If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price discounts for the award of more than one contract shall specify in their Tender the price discounts applicable to each package, or alternatively, to individual contracts within a package.
		15.11	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the <b>TDS</b> . Any Tenderer whose Tender Price exceeds the provided budget, shall be rejected.
16	<b>Tender Currencies</b>	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings. b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Contract are reasonable and responsive to ITT 16.1.
17	<b>Tender Validity Period</b>	17.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the Tender submission deadline prescribed by the PE, pursuant to <b>ITT22</b> [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the

			Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through NeST.
		17.3	The Tender Security provided under ITT 18 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
		17.4	A Tenderer agreeing to the request will not be required nor permitted to modify its tender but will be required to extend the validity of its Tender Security in compliance with ITT 18 [Tender Security or Tender Securing Declaration] in all respects
		17.5	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
18	<b>Tender Security or Tender Securing Declaration</b>	18.1	Pursuant to <b>ITT11</b> [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish as part of its tender, a Tender Security in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> in the format provided in Section <b>V</b> [Tendering Forms].
		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 18.9.
		18.3	<p>The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>TDS</b> which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified banker's cheque.</p> <p>c) another security if indicated in the <b>TDS</b></p>
		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section <b>V</b> [Tendering Forms] or another form approved by the PE prior to the Tender submission.
		18.5	The tender security or tender securing declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the tender security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 [Eligible Tenderers] and ITT 11.2 [Documents and Sample(s) Constituting the Tender]
		18.6	Any Tender not accompanied by a Tender Security or Tender

			Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		18.7	<p>Unsuccessful Tenderers' Tender Security will be released back as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the PE pursuant to ITT 17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly release the tender security, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.</p>
		18.8	The successful Tenderer's Tender Security will be released upon the furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
		18.9	<p>In the case of Tender Security, it shall be forfeited if:</p> <p>a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.10	<p>In the case of Tender Securing Declaration, it shall be executed if:</p> <p>a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in all tenders floated by public bodies during the period of debarment.
19	<b>Alternative Tenders by Tenderers</b>	19.1	<b>Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, ITT 19.2 shall prevail.</b>

		19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>TDS</b> as will the method for evaluating different schedule for delivery of goods
		19.3	If so allowed in the <b>TDS</b> , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20	<b>Format and Signing of Tender</b>	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating names and positions of each signatory as specified in the <b>TDS</b> .
		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	<b>Submission of Tenders</b>	21.1	All tenders shall be submitted through NeST on date and time indicated in TDS. 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, where applicable 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 acknowledgment 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.
		21.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the <b>TDS</b> not later than the date and time specified in the <b>TDS</b> .
22	<b>Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE through NeST not later than the date and time specified in NeST.
		22.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23	<b>Late Tenders</b>	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24	<b>Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender may be withdrawn, after the deadline for submission of tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Security or Tender Securing Declaration, pursuant to the ITT18.9 [Tender Security or Tender Securing Declaration].
		24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity including any extension thereof pursuant to ITT 17.2 [Tender Validity Period], shall result in execution of Tender Security or Tender securing declaration pursuant to ITT18.6 [Tender Security or Tender Securing Declaration].
		24.4	Tenderers may only offer discounts to, or otherwise modify the

			prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
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## E. OPENING AND EVALUATION OF TENDERS

25	<b>Opening of Tenders</b>	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 NeST 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 in the appropriate section of NeST.
26	<b>Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation and comparison of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Tenderer has been issued.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
27	<b>Clarification of Tenders</b>	27.1	In order to assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification shall be communicated through NeST and the Tenderer shall respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise.
28	<b>Preliminary Evaluation of Tenders</b>	28.1	Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender: a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderers] and ITT 4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself.
		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: 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  b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply;  “ <b>Deviation</b> ” is a departure from the requirements specified in the Tendering Document;  “ <b>Reservation</b> ” is the setting of limiting conditions or



			<p>withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p><b>“Omission”</b> is the failure to submit part or all of the information or documentation required in the Tendering Document.</p>
		28.3	<p>The PE will confirm that the documents and information specified under ITT11 [Documents and Samples Constituting the Tender], ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT13 [Documents Establishing Eligibility and Qualification of a Tenderer] have been provided in the tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the tender shall be rejected.</p>
		28.4	<p>The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
		28.5	<p>Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.</p>
		28.6	<p>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.</p>
		28.7	<p>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.</p>
		28.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> <li>a) failure to sign the Tender form and price schedules by the authorized person or persons;</li> <li>b) failure to satisfy eligibility requirements;</li> <li>c) failure to submit a Tender security as specified in the tendering documents;</li> <li>d) failure to satisfy the tender validity period;</li> <li>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;</li> <li>f) failure to comply with minimum experience criteria as specified in the tendering documents;</li> <li>g) conditional tenders such as conditions in a tender which limit the tenderer’s responsibility to accept an award;</li> <li>h) inability to accept the price adjustment formulae of the tendering documents;</li> <li>i) stipulating price adjustment when fixed price tenders were invited;</li> <li>j) subcontracting in a substantially different amount or</li> </ul>

			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: a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; **the system should be able to take on board this instruction based on the scope provided in schedule of requirements** b) failure to quote for an item in the package; **the system should be able to take on board this instruction based on the requirements in the schedule of requirements** 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.
29	<b>Technical Evaluation</b>	29.1	The PE shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents], to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders], it shall reject the Tender.
30	<b>Conversion to Single Currency</b>	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the BOT twenty-eight (28) days prior to the date specified for opening of tenders.
31	<b>Commercial Evaluation of Tenders</b>	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		31.2	To evaluate a Tender, the PE shall consider the following: a) evaluation will be done for Items or Lots (contracts); and the Tender Price as quoted in accordance with clause 15; b) price adjustment due to discounts offered in accordance with ITT 15.4 [Tender Prices]; c) converting the amount resulting from applying (a) to (b) above, if relevant, to a single currency in accordance with

			ITT 31 [Conversion to Single Currency]; d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and 28.6 [Preliminary Examination of Tenders] e) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		31.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
		31.4	If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [Qualification and Evaluation Criteria]
		31.5	The PE's evaluation of a Tender shall exclude and not take into account: a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		31.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 15 [Tender Price]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in TDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 31.2
		31.7	The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.
32	<b>National Preference</b>	32.1	If the <b>TDS</b> so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
		32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].

33	<b>Determination of Lowest Evaluated Tender</b>	33.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.
		33.2	In the case of National, International and Restricted Competitive Tendering on specified fixed budget project, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34	<b>Post-qualification of Tenderer</b>	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 evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low.</p> <p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; and</p> <p>(d) The PE shall not incur any liability solely by rejecting abnormally tender.</p> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Section IV [Qualification and Evaluation Criteria].
		34.4	The determination will take into account the Tenderer's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Section IV – Qualification and Evaluation Criteria, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		34.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

		34.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		34.7	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**F. AWARD OF CONTRACT**

35	<b>Criteria of Award</b>	35.1	Subject to ITT 33 [Determination of Lowest Evaluated Tender] and ITT 36 [Negotiations], the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be: a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers]; b) qualified to perform the contract satisfactorily; and c) successful negotiations have been concluded (if any).
		35.2	If this Contract is being let on lots basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
36	<b>Negotiations</b>	36.1	Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements or specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of tendering; or (g) 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 with ITT 34.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering.
		36.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not re-open earlier negotiations.
37	<b>PE's Right to Accept any Tender and to Reject or All Tenders</b>	37.1	Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to annul the tendering process and reject all tenders at any time prior to award of the contract without thereby incurring any liability to the affected Tenderer(s).
		37.2	Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through NeST.
		37.3	The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender(s) but the PE is not obliged to justify those grounds.
38	<b>PE's Right to Vary Quantities at the Time of Award</b>	38.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39	<b>Intention to Award and</b>	39.1	Prior to awarding of the contract, the PE shall issue a notice

	<b>Notification of Award</b>		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 seven (7) working days within which to submit complaints to the PE thereof, if any. The condition of such period shall not apply when only one tenderer has responded in competitive tendering or single source, National Shopping or minor value procurement.
		39.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through NeST, of the award by the PE prior to expiration of the Tender validity period.
		39.3	The notification of award (Letter of Acceptance) will be part of documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
40	<b>Performance Security or Performance Securing Declaration</b>	40.1	Within twenty-eight (28) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , 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 <b>TDS and SCC</b> , and shall be in any of the following: (a) electronic money transfer, 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) unconditional 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 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 requirement of ITT 40.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
41	<b>Signing of Contract</b>	41.1	Promptly after notification of award, PE shall send the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
		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 18.7 [Tender Security or Tender Securing Declaration].
42	<b>Advance Payment</b>	42.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the <b>TDS</b> .
		42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) in the form provided in Section X [Contract Forms].
		42.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods.
43	<b>Fraudulent, Corrupt, Coercive or Obstructive Practices</b>	43.1	The PEs and Tenderers are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: - a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; c) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; d) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act.
		43.2	The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract;
		43.3	A firm will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten (10) years, to be awarded a public contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract.
		43.4	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten (10) years to be awarded a public contract in the



			United Republic of Tanzania.
		43.5	Any communications between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

## F. REVIEW OF PROCUREMENT DECISIONS

44	<b>Right to Review</b>	44.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
45	<b>Time Limit on Review</b>	45.1	The Tenderer shall submit an application for review within seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
46	<b>Submission of Applications for Review</b>	46.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electrotonically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
		46.2	For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electrotonically served to the Delegated Accounting Officer and PPRA.
		46.3	The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint.
		46.4	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
47	<b>Decision by the Accounting Officer (AO) of PE</b>	47.1	The Accounting Officer (AO) of a PE shall, within seven (7) Calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
		47.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority] within seven (7) Calendar days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
48	<b>Review by the Public Procurement Appeals Authority</b>	48.1	Complaints or disputes which: (a) are not settled within the specified period under ITT 47.1 [Decision by the Accounting Officer of PE]; (b) are not amicably settled by the accounting officer; or (c) arise after the procurement contract has entered into force

			pursuant to ITT 39 [Notification of Award], shall be referred to the Public Procurement Appeals Authority (PPAA) within seven (7) Calendar days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 47.1 [Decision by the Accounting Officer of a PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 45.1 [Time Limit on Review]. The address for Appeals to PPAA is as indicated in the <b>TDS</b> :
		48.2	The Appeals Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any
		48.3	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.

### **SECTION III: TENDER DATA SHEET**

## TENDER DATA SHEET

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

### A. Introduction

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
1.	Name of Procuring Entity	1.1 & 2.1	TANZANIA RAILWAYS CORPORATION.
2.	Subject of Procurement	1.1	Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR.
3.	Period for the supply of goods	1.1	30 days.
4.	Commencement date and Contract duration:	1.1	The contract will commence 28 days after contract signing. The Contract duration is 30 days.
5.	Method of procurement	1.2	Tendering will be conducted through International Competitive Tendering.
6.	Financial Year	2.1	2024/2025.
7.	Name of the Project	2.1	Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR.
8.	Financing Institution	2.1 & 2.2	Not Applicable.
9.	Name and Identification number of tender	2.1	Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR. TR126/2024/2025/G/171.
10.	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.
11.	Number of JVCA Members	3.2	Maximum number of members of JVCA shall be: 2.
12.	Manufacturer's Authorization	4.6	Not Required

## B. Preparation of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
13.	Language of the Tender	10.1	The language of the tender will be English
14.	Samples	11.1(b)	Sample Not Required.
15.	Additional Documents to be Submitted	11.1 (h)	Not Applicable
16.	Submission of Samples	11.2 (a)(iii) & 21.5	Not Applicable.
17.	Characteristics of a Sample	11.2 (a)(iv)	Not Applicable.
18.	Other Procurement Specific Documentation evidencing conformity of the Goods and Related Services	12.3 (c)	Certificate of conformity.
19.	Spare Parts	12.4	Spare parts are required for 1825 years of operation.
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	<p><b>For goods manufactured from within the United Republic of Tanzania</b></p> <p>The price quoted shall be of Off-the-shelf in The Tanzanian Shilling. Also, the quoted price shall include Value Added Tax.</p> <p>Incidental services: Not Applicable</p>
21.	Price for Goods to be Imported from Abroad	15.7 (a) or 15.7(b) or 17.7(c)	<p><b>For goods to be imported</b></p> <p>The price quoted shall be of FCA and Costs for Port or Place of entry or destination shall be DDP.</p> <p>Incidental Services: Not Applicable</p>
22.	Price for Goods already Imported from Abroad	15.7 (d), (e) (optional) 15.8 (a) (i) & 15.8 (b), (c) (optional)	<p><b>For goods already imported</b></p> <p>The price quoted shall be of Off-the-shelf that includes Excise duties.</p> <p>Incidental Services: Not Applicable</p>
23.	Fixation of Price	15.9	The prices shall be FIXED.
24.	Fixed Tender Budget		Not Applicable.
25.	Tender validity Period	17.1	

			120 days.
26.	Form of Tender Security, Amount and Currency of Tender Security	18.1 & 18.3	The required tender security is Tender Security - Insurance Bond. The amount of Tender Security shall be The Tanzanian Shilling100,000,000.00.
27.	Alternative Tenders	19.1	Not Applicable
28.	Alternative Completion Time	19.2	Not Applicable
29.	Technical Alternatives	19.3	Not Applicable
30.	Tender authorization documents	20.2	Power of Attorney

### C. Submission of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
31.	Submission of Tenders	21.1	Tender Submission Date: 26/05/2025. Tender Submission Time: 2:00 PM hrs local time.



## D. Contract Award

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled in by the PE
32.	Percentage to increase/ decrease at Time of Award	38	The percentage for quantity increase or decrease is 10 Percent.
33.	Performance Security/Performance Securing Declaration	40.1	Performance Security shall be applicable. The Performance Security shall be in the form of: Performance Security - Insurance Bond.
34.	Form and Amount of Performance Security	40.2	The Performance Security shall be 10 percent of the agreed contract price.
35.	Advance Payment	42.1	The Advance Payment shall be limited to 15 Percent of the agreed Contract Price.

## E. Review of Procurement Decisions

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
36.	PPAA Address	48.1	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>

## **SECTION IV: QUALIFICATION AND EVALUATION CRITERIA**

## 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	2020-01-30
Litigation History End Year	2025-01-30

##### Completion Period (SCORE: N/A)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	120
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#### 2. Standard Tender Forms

##### Tender Validity Period (SCORE: N/A)

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

Tender Validity Period (Days)	120
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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 Security (SCORE: N/A)

Tenderer should submit tender security as per instructions to tenderers.

#### 3. Financial Situation and Performance

##### Financial Statement (SCORE: N/A)

Audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the PE, for mentioned duration shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. (In case of Joint Venture, compliance requirements are: Each Member – Must Meet requirements).

Financial Statement Start Date	2021-01-31
Financial Statement End Date	2024-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	0.1
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1.1

Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	0.5
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

#### Average Annual Turnover (SCORE: N/A)

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	3000000000
Turnover Start Date	2019-01-31
Turnover End Date	2024-12-31

#### 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).

## Technical Evaluation

### 1. 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	2020-01-01
Current Commitment End Year	2024-12-31

#### 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	Supply of spare Parts for Coaches and Wagons
Specific Experience Start Year	2015-01-31

Specific Experience End Year	2024-12-31
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	3500000000

#### General Experience (SCORE: N/A)

Tenderer should provide details of their previous and on-going contracts to evidence their general experience in supply of goods.

General experience start date	2016-01-31
General experience end date	2024-12-31
Number of contract	3
Contract value in the specified currency	3000000000

#### 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	Specify
Project Description	Specify
Project Amount	Specify
Project Start Date	2016-01-31
Project End Date	2024-12-31
Key Activities	Specify
Roles in Contract	Specify
Key Personnel	Specify

## 2. Technical Specifications

#### Conformance to Technical Specifications and Standards (SCORE: N/A)

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

## 3. Delivery Schedule

#### Delivery Period (SCORE: N/A)

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

Delivery Period	30
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## Financial Evaluation

### 1. Price Schedule

#### **Priced schedule (SCORE: N/A)**

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

## ELIGIBLE COUNTRIES

**Tender No. TR126/2024/2025/G/171 and Title : Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

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'S REQUIREMENTS**

## **SECTION VI: SCHEDULE OF REQUIREMENTS**

## 1. List of Goods and Related Services

**Tender No:** TR126/2024/2025/G/171

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO. TR126/2024/2025/G/171**

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**GFS Code: 31121104 - Railway locomotives and rolling stocks**

S/N	Description	Unit of measure	Quantity
1	Stencil knife	Pcs	10
2	Sebo Brush	Dozen	2
3	Dust mask	Pcs	10000
4	Mild Steel plate 8'x4'x ½"	Sheet	200
5	Yellow Enamel Paint (Oil)	Litres	320
6	Mild Steel plate 8'x4'x1"	Sheet	30
7	Paint Brush 2"	Pcs	700
8	Mattress (sofa) Foam 6'x4'x 2"	Sheet	60
9	Turpentine	Litres	6800
10	Self-tapping screw (CSK STAR) G10 x 1 1/2"	Box	10
11	Mattress (sofa) Foam 6'x4'x 4	Sheet	60
12	Under coat maroon	Litres	330
13	Roller brush 9"	Pcs	300
14	Black Enamel Paint (Oil)	Litres	480
15	Partex Glue	Litres	20
16	Floor Carpet	Roller	10
17	Service grey	Litres	7520
18	Cream Enamel Paint (Oil)	Litres	480
19	Kerosine Oil	Litre	600
20	Timber Mninga 8"x 2" x 10'	Pcs	25
21	Partex Glue	Galon	30
22	Mild Steel Chequered Plate 8'x4'x 1/4"	Sheet	20
23	Formaica white 8' x 4' x 1/8" (3mm)	Sheet	200
24	Self-tapping screw round head star G6 x 1"	Box	10
25	Paint Brush 4"	Pcs	700

26	Black Bitumen paint	litres	7840
27	Plywood 8'×4'× ¾"	Sheet	80
28	Under coat white	Litres	480
29	Paint Brush 1"	Pcs	450
30	Maroo Glue (Roofing compound)	Kg	20
31	scraper knife 2"	Pcs	250
32	Paint roller 4"	Pcs	300
33	Flexibible Single cable Red (DC) 2.5mm2	Roll	30
34	Mattress (sofa) Foam 6'×4'× 3"	Sheet	50
35	Mattress (sofa) Foam 6'×4'× 6"	Sheet	40
36	Self-tapping screw round head star G8 x 3/4"	Box	10
37	Plywood 8'×4'× ¼	Sheet	80
38	Partex Glue Simba	Galon	40
39	Plywood 8'×4'× 1"	Sheet	40
40	Aluminum Plate 8'×4'× 1/16"	Sheet	30
41	Paint roller 6"	Pcs	100
42	Disk Sandpaper 7"	Pcs	30
43	Paint Brush 1/2"	Pcs	450
44	Self-tapping screw zinc coated (CSK) G8 x 1 1/4"	Box	10
45	Mild Steel Round Bar 20'× Ø 1"	Pcs	50
46	Blue Enamel Paint (Oil)	Litres	320
47	Putty filler	Kg	625
48	Aluminum plate 8'×4'× 1/8"	Pcs	30
49	Soft putty	Litres	144
50	Aluminium grey silver paint	Litres	4800
51	Self-tapping screw zinc coated (CSK) G6 x 1"	Box	10
52	Flexibible Single cable Black (DC) 2.5mm	Roll	30
53	White Enamel Paint (Oil)	Litres	480
54	3M 200 General Purpose Masking tape, Size: 2" x 60 yds.	Roll	50
55	Self-tapping screw zinc coated (CSK) G6 x 3/4"	Box	10
56	Sandpaper No. 120	Meter	250
57	Self-tapping screw round head star G8 x 1"	Box	10
58	Sandpaper No. 60	Meter	1500

59	Mild Steel plate 8'×4'× 1/8"	Sheet	100
60	Sandpaper No. 180	Meter	250
61	Chalk	Dozen	30
62	Mild Steel plate 8'×4'× ¼"	Sheet	350
63	Self-tapping screw round head star G8 x 1 ¼"	Box	10
64	Paint Brush 3"	Pcs	700
65	American Cloth	Meter	300
66	Flexibible Single black cable (DC) 16mm <sup>2</sup>	Roll	30
67	Formaica cream 8' x 4' x 1/8" (3mm)	Sheet	400
68	Red Oxide	Litres	7520
69	Post Red	Litres	320
70	Mild Steel Round Bar 20'× Ø 1½"	Pcs	80
71	Green Enamel Paint (Oil)	Litres	320
72	Mild Steel plate 8'×4'× 5/8"	Sheet	80
73	Vynide cloth (Leather)	Meter	500
74	Maroon Enamel Paint (Oil)	Litres	800
75	Coolant	Litre	300
76	Self-tapping screw zinc coated (CSK) G10 x 2"	Box	5
77	Manila Paper	Pcs	60

## 2. Delivery and Completion Schedule

**Tender No:** TR126/2024/2025/G/171

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO.** TR126/2024/2025/G/171

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**GFS Code: 31121104 - Railway locomotives and rolling stocks**

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Stencil knife	10	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
2	Sebo Brush	2	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
3	Dust mask	10000	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
4	Mild Steel plate 8'×4'× ½"	200	TRC Local store, Dar es salaam workshop	60
5	Yellow Enamel Paint (Oil)	320	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
6	Mild Steel plate 8'×4'×1"	30	TRC Local store, Dar es salaam workshop	60
7	Paint Brush 2"	700	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
8	Mattress (sofa) Foam 6'×4'× 2"	60	TRC Local store, Dar es salaam workshop	60
9	Turpentine	6800	TRC -	45

			LOCAL STORE DAR ES SALAAM WORKSHOP	
10	Self-tapping screw (CSK STAR) G10 x 1 1/2"	10	TRC Local store, Dar es salaam workshop	60
11	Mattress (sofa) Foam 6'x4'x 4	60	TRC Local store, Dar es salaam workshop	60
12	Under coat maroon	330	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
13	Roller brush 9"	300	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
14	Black Enamel Paint (Oil)	480	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
15	Partex Glue	20	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
16	Floor Carpet	10	TRC Local store, Dar es salaam workshop	60
17	Service grey	7520	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
18	Cream Enamel Paint (Oil)	480	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
19	Kerosine Oil	600	TRC Local	60

			store, Dar es salaam workshop	
20	Timber Mninga 8"x 2" x 10'	25	TRC Local store, Dar es salaam workshop	60
21	Partex Glue	30	TRC Local store, Dar es salaam workshop	60
22	Mild Steel Chequered Plate 8'x4'x 1/4"	20	TRC Local store, Dar es salaam workshop	60
23	Formaica white 8' x 4' x 1/8'' (3mm)	200	TRC Local store, Dar es salaam workshop	60
24	Self-tapping screw round head star G6 x 1"	10	TRC Local store, Dar es salaam workshop	60
25	Paint Brush 4"	700	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
26	Black Bitumen paint	7840	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
27	Plywood 8'x4'x 3/4''	80	TRC Local store, Dar es salaam workshop	60
28	Under coat white	480	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
29	Paint Brush 1"	450	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45



30	Maroo Glue (Roofing compound)	20	TRC Local store, Dar es salaam workshop	60
31	scraper knife 2"	250	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
32	Paint roller 4"	300	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
33	Flexibible Single cable Red (DC) 2.5mm2	30	TRC Local store, Dar es salaam workshop	60
34	Mattress (sofa) Foam 6'×4'× 3"	50	TRC Local store, Dar es salaam workshop	60
35	Mattress (sofa) Foam 6'×4'× 6"	40	TRC Local store, Dar es salaam workshop	60
36	Self-tapping screw round head star G8 x 3/4"	10	TRC Local store, Dar es salaam workshop	60
37	Plywood 8'×4'× ¼	80	TRC Local store, Dar es salaam workshop	60
38	Partex Glue Simba	40	TRC Local store, Dar es salaam workshop	60
39	Plywood 8'×4'× 1"	40	TRC Local store, Dar es salaam workshop	60
40	Aluminum Plate 8'×4'× 1/16"	30	TRC Local store, Dar es salaam workshop	60

41	Paint roller 6"	100	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
42	Disk Sandpaper 7"	30	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
43	Paint Brush 1/2"	450	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
44	Self-tapping screw zinc coated (CSK) G8 x 1 1/4"	10	TRC Local store, Dar es salaam workshop	60
45	Mild Steel Round Bar 20' x Ø 1"	50	TRC Local store, Dar es salaam workshop	60
46	Blue Enamel Paint (Oil)	320	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
47	Putty filler	625	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
48	Aluminum plate 8'x4'x 1/8"	30	TRC Local store, Dar es salaam workshop	60
49	Soft putty	144	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
50	Aluminium grey silver paint	4800	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45

51	Self-tapping screw zinc coated (CSK) G6 x 1"	10	TRC Local store, Dar es salaam workshop	60
52	Flexibible Single cable Black (DC) 2.5mm	30	TRC Local store, Dar es salaam workshop	60
53	White Enamel Paint (Oil)	480	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
54	3M 200 General Purpose Masking tape, Size: 2" x 60 yds.	50	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
55	Self-tapping screw zinc coated (CSK) G6 x 3/4"	10	TRC Local store, Dar es salaam workshop	60
56	Sandpaper No. 120	250	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
57	Self-tapping screw round head star G8 x 1"	10	TRC Local store, Dar es salaam workshop	60
58	Sandpaper No. 60	1500	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
59	Mild Steel plate 8'x4'x 1/8"	100	TRC Local store, Dar es salaam workshop	60
60	Sandpaper No. 180	250	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
61	Chalk	30	TRC - LOCAL	45

			STORE DAR ES SALAAM WORKSHOP	
62	Mild Steel plate 8'×4'× ¼"	350	TRC Local store, Dar es salaam workshop	60
63	Self-tapping screw round head star G8 x 1 ¼"	10	TRC Local store, Dar es salaam workshop	60
64	Paint Brush 3"	700	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
65	American Cloth	300	TRC Local store, Dar es salaam workshop	60
66	Flexibble Single black cable (DC) 16mm2	30	TRC Local store, Dar es salaam workshop	60
67	Formaica cream 8' x 4' x 1/8'' (3mm)	400	TRC Local store, Dar es salaam workshop	60
68	Red Oxide	7520	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
69	Post Red	320	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
70	Mild Steel Round Bar 20'× Ø 1½"	80	TRC Local store, Dar es salaam workshop	60
71	Green Enamel Paint (Oil)	320	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45

72	Mild Steel plate 8'×4'× 5/8"	80	TRC Local store, Dar es salaam workshop	60
73	Vynide cloth (Leather)	500	TRC Local store, Dar es salaam workshop	60
74	Maroon Enamel Paint (Oil)	800	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45
75	Coolant	300	TRC Local store, Dar es salaam workshop	60
76	Self-tapping screw zinc coated (CSK) G10 x 2"	5	TRC Local store, Dar es salaam workshop	60
77	Manila Paper	60	TRC - LOCAL STORE DAR ES SALAAM WORKSHOP	45

### 3. Technical Specifications

LOT NO. TR126/2024/2025/G/171

Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR

GFS Code: 31121104 - Railway locomotives and rolling stocks

#### Stencil knife

Technical Requirements	Description
Blade Material	Stainless Steel or Carbon Steel for sharpness, rust resistance, and durability
Blade Type	Precision blade with a fine point for accurate cutting, capable of cutting through stencil material, masking film, and delicate details
Handle Material	Ergonomic plastic, rubber, or metal handle for comfort and control during use
Handle Design	Non-slip handle with a comfortable grip to reduce hand fatigue during extended use
Blade Length	15 – 20 mm for fine and detailed cutting work
Blade Width	1 – 3 mm (narrow, precision blade for cutting stencils and making small, detailed cuts)
Blade Sharpness	Blade should maintain sharpness for extended use without frequent sharpening
Blade Replacement	Replaceable blade for convenience and cost-effectiveness, ensuring the blade maintains its sharpness for precise cuts
Weight	Lightweight design (between 50 – 100 grams) for easy handling and maneuverability
Overall Length	120 – 160 mm for ease of control and precision when cutting stencils or masking materials
Safety Features	Safety cap or retractable blade to prevent accidents during storage or handling
Durability	Blade and handle must withstand frequent use, abrasion resistance, and provide consistent cutting performance

#### Sebo Brush

Technical Requirements	Description
Brush Type	Flat or oval-shaped Sebo brush for smooth and even coverage, suitable for large and small surfaces
Bristle Material	Synthetic nylon, polyester, or a blend of natural and synthetic fibers for durability and effective paint absorption
Bristle Length	20 – 50 mm for efficient paint application and proper flow to the surface
Bristle Density	High density bristles to ensure controlled paint application without excessive dripping or uneven coverage
Handle Material	Wood, plastic, or ergonomic rubber for a comfortable and secure grip during extended use
Handle Design	Non-slip and ergonomic handle to reduce hand fatigue and improve precision during painting tasks
Brush Width	50 – 150 mm for optimal coverage in both wide and narrow areas, adaptable to

	large flat surfaces or detailed spots
Weight	Light to medium weight (100 – 250 grams) for easy maneuverability without compromising on coverage efficiency
Durability	High resistance to wear and tear, maintaining bristle integrity over time and with repeated use in industrial paint applications
Paint Compatibility	Suitable for use with oil-based, water-based, enamel, epoxy, and alkyd paints typically used in painting metal surfaces and underframes
Finish	The brush should leave an even and smooth finish, preventing streaking, brush marks, or uneven paint application

### Dust mask

Technical Requirements	Description
General specification must be	FFP2/P3 Durable, collapse resistant inner shell, Non Reusable Moulded EN particulate respirator mask, with a valve, nose foam and nose clip and twin-stapled leather elastics)

### Mild Steel plate 8'×4'× 1/2"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

### Yellow Enamel Paint (Oil)

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

### Mild Steel plate 8'×4'×1"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

## Paint Brush 2"

Technical Requirements	Description
Handle Length	200 – 300 mm (ergonomic for comfortable use)
Bristle Material	Synthetic or Natural (China bristle, Nylon, or Polyester)
Handle Material	Wood, Plastic, or Composite material
Bristle Type	Stiff bristles for precision and heavy-duty applications
Bristle Length	40 – 70 mm
Bristle Density	High-density bristles for a smooth and consistent finish
Brush Width	50 – 100 mm (depending on the area of application)
Shape	Flat, angled, or round for precision application
Durability	High durability and long-lasting under heavy use
Resistance	Resistant to solvent-based paints, oils, and chemicals
Cleaning	Easy to clean with turpentine, thinner, or warm soapy water

## Mattress (sofa) Foam 6'x4'x 2"

Technical Requirements	Description
Application	Sofa Cushions, Furniture Padding, Office Chairs, Upholstery, vehicle seats
Material	Polyurethane (PU) Foam

## Turpentine

## Self-tapping screw (CSK STAR) G10 x 1 1/2"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated (Electro-Galvanized)

## Mattress (sofa) Foam 6'x4'x 4

Technical Requirements	Description
Application	Sofa Cushions, Furniture Padding, Office Chairs, Upholstery, vehicle seats
Material	Polyurethane (PU) Foam

## Under coat maroon

Technical Requirements	Description
Type	Enamel Solvent-based undercoat paint
Finish	Matt/Semi-gloss
Density	1.2 – 1.5 g/cm <sup>3</sup>
Viscosity	80 – 150 cP at 25°C
Drying Time	Touch dry in 1-3 hours, fully cured in 24 hours



Adhesion Strength	Strong adhesion to metal surfaces
Corrosion Resistance	Excellent protection against rust
Water & Chemical Resistance	Resistant to moisture, oils, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under stress
Coverage	6 – 10 m <sup>2</sup> per liter per coat
Brand	Gold star/Color paint

### Roller brush 9"

Technical Requirements	Description
Roller Cover Material	Polyester, Nylon, or Microfiber for excellent paint pickup and release
Core Material	Plastic or Cardboard for strength and durability
Roller Diameter	40 – 50 mm
Roller Length	180 – 250 mm (depending on area to be covered)
Handle Material	Plastic, Wood, or Metal with ergonomic design
Handle Length	200 – 300 mm for easy handling and control
Durability	Long-lasting and resistant to wear from frequent use
Paint Compatibility	Compatible with oil-based, solvent-based, and water-based paints
Application Surface	Suitable for large, flat, and textured surfaces such as the train underframe
Resistance	Resistant to wear and solvent-based paints, oils, and chemicals

### Black Enamel Paint (Oil)

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

### Partex Glue

Technical Requirements	Description
Type of Adhesive	Polyurethane-based, Epoxy-based, or Acrylic-based glue suitable for bonding materials used in painting, including metal, plastic, rubber, and stencils
Viscosity	Medium viscosity (not too thick to impede application, but not too runny to cause leakage or uneven bonding)
Drying Time	Quick-drying adhesive with a set time of approximately 5-10 minutes, depending on environmental conditions
Curing Time	Fully cured within 24 hours, depending on ambient temperature and humidity conditions
Bonding Strength	High-strength bond to ensure that materials do not shift or detach during the painting process
Temperature Resistance	Must withstand temperatures up to 150°C (300°F) without weakening or losing adhesive properties
Water Resistance	Water-resistant for exposure to paint thinners, water-based paints, and other solvents commonly used during the painting process
Solvent Resistance	Resistant to paint thinners, solvents, and other chemicals involved in the paint preparation and application process
Ease of Application	Easy to apply with a brush, spatula, or applicator and can be spread evenly on surfaces without dripping or running
Color	Transparent or light color (does not interfere with paint application or visibility of surface being bonded)
Clean-up	Can be cleaned off surfaces with solvents or water (depending on the adhesive type) before it fully cures

### Floor Carpet

Technical Requirements	Description
Application	Railway Coaches, Metro Coaches, Buses, Public Transport
Material	Nylon / Polyester / Polypropylene / Wool Blend
Maintenance	Vacuum Cleaning / Spot Cleaning with Mild Detergent
Color	Blue (Custom Shades Available)

### Service grey

Technical Requirements	Description
Type	Solvent-based synthetic enamel
Color	Service Grey
Finish	Glossy/Semi-gloss
Density	1.0 – 1.3 g/cm <sup>3</sup>
Viscosity	90 – 200 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to primed metal surfaces
Corrosion Resistance	Excellent protection against rust
Water & Chemical Resistance	Resistant to moisture, oil, mild acids, and alkalis

Temperature Resistance	Withstands -20°C to +120°C
Flexibility	No cracking or peeling under stress
Coverage	6 – 12 m <sup>2</sup> per liter per coat
Brand	Gold star/Color paint

### **Cream Enamel Paint (Oil)**

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

### **Kerosine Oil**

Technical Requirements	Description
Application	Industrial Applications, Solvent
Material	C <sub>12</sub> H <sub>26</sub> (Mixture of Hydrocarbons)
Color	Clear, Colorless to Pale Yellow Liquid

### **Timber Mninga 8"x 2" x 10'**

Technical Requirements	Description
Application	Furniture, Partitions, Wall Panels, Flooring, Roofing, Packaging, Construction
Material	Hard wood

### **Partex Glue**

Technical Requirements	Description
Application	Industrial Applications, Solvent
Material	General-Purpose Adhesive / Industrial Adhesive
Color	Clear / White / Yellow / Off-White Liquid

### **Mild Steel Chequered Plate 8'x4'x 1/4"**

Technical Requirements	Description
Application	Flooring, Stair Treads, Walkways, Ramps, Industrial Platforms, Vehicle Bodies
Material	Mild Steel (MS)

**Formaica white 8’ x 4’ x 1/8’’ (3mm)**

Technical Requirements	Description
Application	Furniture, Cabinets, Wall Paneling, Countertops, Doors, interior design
Material	High-Pressure Laminate (HPL)

**Self-tapping screw round head star G6 x 1"**

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated / Nickel Plated / Black Phosphate

**Paint Brush 4"**

Technical Requirements	Description
Bristle Material	Synthetic or Natural (China bristle, Nylon, or Polyester)
Handle Material	Wood, Plastic, or Composite material
Bristle Type	Stiff bristles for precision and heavy-duty applications
Bristle Length	40 – 70 mm
Bristle Density	High-density bristles for a smooth and consistent finish
Brush Width	50 – 100 mm (depending on the area of application)
Shape	Flat, angled, or round for precision application
Durability	High durability and long-lasting under heavy use
Resistance	Resistant to solvent-based paints, oils, and chemicals
Cleaning	Easy to clean with turpentine, thinner, or warm soapy water
Handle Length	200 – 300 mm (ergonomic for comfortable use)

**Black Bitumen paint**

Technical Requirements	Description
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C

Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress

### Plywood 8'×4'× 3/4"

Technical Requirements	Description
Application	Furniture, Partitions, Wall Panels, Flooring, Roofing, Packaging, Construction
Material	Hard wood

### Under coat white

Technical Requirements	Description
Type	Enamel Solvent-based undercoat paint
Finish	Matt/Semi-gloss
Density	1.2 – 1.5 g/cm <sup>3</sup>
Viscosity	80 – 150 cP at 25°C
Drying Time	Touch dry in 1-3 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to metal surfaces
Corrosion Resistance	Excellent protection against rust
Water & Chemical Resistance	Resistant to moisture, oils, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under stress
Coverage	6 – 10 m <sup>2</sup> per liter per coat
Brand	Gold star/Color paint

### Paint Brush 1"

Technical Requirements	Description
Bristle Material	Synthetic or Natural (China bristle, Nylon, or Polyester)
Handle Material	Wood, Plastic, or Composite material
Bristle Type	Stiff bristles for precision and heavy-duty applications
Bristle Length	40 – 70 mm
Bristle Density	High-density bristles for a smooth and consistent finish
Brush Width	50 – 100 mm (depending on the area of application)
Shape	Flat, angled, or round for precision application
Durability	High durability and long-lasting under heavy use
Resistance	Resistant to solvent-based paints, oils, and chemicals

Cleaning	Easy to clean with turpentine, thinner, or warm soapy water
Handle Length	200 – 300 mm (ergonomic for comfortable use)

### Maroo Glue (Roofing compound)

Technical Requirements	Description
Application	General Bonding, Woodworking, Craft Projects, Packaging, Repair Works
Material	General-Purpose Adhesive / Industrial Adhesive
Color	Clear / White / Yellow / Off-White Liquid

### scraper knife 2"

Technical Requirements	Description
Blade Material	High-carbon steel, stainless steel, or hardened alloy steel for sharpness, corrosion resistance, and durability
Blade Shape	Flat or slightly curved blade for general scraping, with an angled edge to facilitate controlled and efficient removal of paint or rust
Blade Size	30 – 75 mm in length, depending on the size of the area being worked on
Blade Thickness	1.5 – 2.5 mm thickness for optimal strength without being too bulky
Handle Material	Wood, plastic, or ergonomic rubber-coated handle for comfort and control during extended use
Handle Design	Non-slip handle with a comfortable grip to reduce hand fatigue and improve control during scraping
Overall Length	150 – 250 mm total length for good leverage and control
Weight	Light to medium weight (100 – 200 grams) to ensure a balance between ease of use and durability during scraping tasks
Durability	Blade should maintain sharpness over time, resisting wear and damage from heavy use on metal surfaces or rough coatings
Edge Durability	Hard, sharp edge for precise scraping and minimizing the need for frequent sharpening
Safety Features	Protective blade cover or retractable blade for safe storage and handling, preventing accidental cuts
Durability	Blade and handle must withstand frequent use, abrasion resistance, and provide consistent cutting performance

### Paint roller 4"

Technical Requirements	Description
Roller Cover Material	Polyester, Nylon, or Microfiber for excellent paint pickup and release
Core Material	Plastic or Cardboard for strength and durability
Roller Diameter	40 – 50 mm
Roller Length	180 – 250 mm (depending on area to be covered)
Handle Material	Plastic, Wood, or Metal with ergonomic design
Handle Length	200 – 300 mm for easy handling and control

Durability	Long-lasting and resistant to wear from frequent use
Paint Compatibility	Compatible with oil-based, solvent-based, and water-based paints
Application Surface	Suitable for large, flat, and textured surfaces such as the train underframe
Resistance	Resistant to wear and solvent-based paints, oils, and chemicals

### Flexible Single cable Red (DC) 2.5mm<sup>2</sup>

Technical Requirements	Description
Application	DC Power Transmission, Solar Power Systems, Battery Connections, Industrial Wiring
Material	Copper (Electrolytic Grade, Annealed)
Insulation material	PVC / XLPE

### Mattress (sofa) Foam 6'×4'× 3"

Technical Requirements	Description
Application	Sofa Cushions, Furniture Padding, Office Chairs, Upholstery, vehicle seats
Material	Polyurethane (PU) Foam

### Mattress (sofa) Foam 6'×4'× 6"

Technical Requirements	Description
Application	Sofa Cushions, Furniture Padding, Office Chairs, Upholstery, vehicle seats
Material	Polyurethane (PU) Foam

### Self-tapping screw round head star G8 x 3/4"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated / Nickel Plated / Black Phosphate

### Plywood 8'×4'× 1/4

Technical Requirements	Description
Application	Furniture, Partitions, Wall Panels, Flooring, Roofing, Packaging, Construction
Material	Hard wood

### Partex Glue Simba

Technical Requirements	Description
Application	General Bonding, Woodworking, Craft Projects, Packaging, Repair Works
Material	General-Purpose Adhesive / Industrial Adhesive
Color	Clear / White / Yellow / Off-White Liquid
Brand	Simba

**Plywood 8'×4'× 1"**

Technical Requirements	Description
Application	Furniture, Partitions, Wall Panels, Flooring, Roofing, Packaging, Construction
Material	Hard wood

**Aluminum Plate 8'×4'× 1/16"**

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Aluminium

**Paint roller 6"**

Technical Requirements	Description
Roller Cover Material	Polyester, Nylon, or Microfiber for excellent paint pickup and release
Core Material	Plastic or Cardboard for strength and durability
Roller Diameter	40 – 50 mm
Roller Length	180 – 250 mm (depending on area to be covered)
Handle Material	Plastic, Wood, or Metal with ergonomic design
Handle Length	200 – 300 mm for easy handling and control
Durability	Long-lasting and resistant to wear from frequent use
Paint Compatibility	Compatible with oil-based, solvent-based, and water-based paints
Application Surface	Suitable for large, flat, and textured surfaces such as the train underframe
Resistance	Resistant to wear and solvent-based paints, oils, and chemicals

**Disk Sandpaper 7"**

Technical Requirements	Description
Backing Material	Heavy-duty paper or cloth backing for strength and flexibility
Abrasive Material	Silicon carbide or aluminum oxide for consistent abrasive properties and durability
Grit Size	Use a range of 80 – 240 grit for different stages of surface preparation (e.g., rough sanding, smoothing, and final sanding)
Abrasiveness	Medium to fine abrasiveness, depending on the stage of sanding (e.g., use 80 grit for initial sanding, and 180 – 240 grit for final smoothing)
Durability	High durability to withstand heavy sanding and extended use without breakdown
Resistance	Waterproof or water-resistant for use in both dry and wet sanding (if wet sanding is needed for a smoother finish)
Size	Sheets or rolls, typically sized 230 mm x 280 mm for sheets, with the ability to cut to desired sizes
Shape	Available in sheets, discs, rolls, or sponges to accommodate different sanding tools or manual application
Surface Texture	Consistent, even abrasiveness across the surface to ensure smooth and uniform



	sanding
Cutting Action	Sharp cutting action to remove rust, corrosion, old paint, and surface imperfections efficiently without excessive pressure
Flexibility	Sandpaper should be flexible enough to follow the contours of the train underframe without tearing or losing effectiveness

### Paint Brush 1/2"

Technical Requirements	Description
Bristle Material	Synthetic or Natural (China bristle, Nylon, or Polyester)
Handle Material	Wood, Plastic, or Composite material
Bristle Type	Stiff bristles for precision and heavy-duty applications
Bristle Length	40 – 70 mm
Bristle Density	High-density bristles for a smooth and consistent finish
Brush Width	50 – 100 mm (depending on the area of application)
Shape	Flat, angled, or round for precision application
Durability	High durability and long-lasting under heavy use
Resistance	Resistant to solvent-based paints, oils, and chemicals
Cleaning	Easy to clean with turpentine, thinner, or warm soapy water
Handle Length	200 – 300 mm (ergonomic for comfortable use)

### Self-tapping screw zinc coated (CSK) G8 x 1 1/4"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated (Electro-Galvanized)

### Mild Steel Round Bar 20'× Ø 1"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

### Blue Enamel Paint (Oil)

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours

Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

### Putty filler

Technical Requirements	Description
Texture	Smooth, paste-like consistency
Density	1.5 – 1.8 g/cm <sup>3</sup>
Drying Time	Touch dry in 30 – 60 minutes, fully cured in 4 – 6 hours
Adhesion Strength	Strong adhesion to metal and primed surfaces
Corrosion Resistance	Provides protection against rust and oxidation
Flexibility	No cracking or shrinking after application
Water & Chemical Resistance	Resistant to moisture and mild solvents
Temperature Resistance	Withstands -20°C to +100°C
Sanding Property	Easy to sand to a smooth finish

### Aluminum plate 8'×4'× 1/8"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Aluminium

### Soft putty

Technical Requirements	Description
Texture	Smooth, paste-like consistency
Density	1.5 – 1.8 g/cm <sup>3</sup>
Drying Time	Touch dry in 30 – 60 minutes, fully cured in 4 – 6 hours
Adhesion Strength	Strong adhesion to metal and primed surfaces
Corrosion Resistance	Provides protection against rust and oxidation
Flexibility	No cracking or shrinking after application
Water & Chemical Resistance	Resistant to moisture and mild solvents
Temperature Resistance	Withstands -20°C to +100°C
Sanding Property	Easy to sand to a smooth finish

### Aluminium grey silver paint

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)

#### Self-tapping screw zinc coated (CSK) G6 x 1"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated (Electro-Galvanized)

#### Flexible Single cable Black (DC) 2.5mm

Technical Requirements	Description
Application	DC Power Transmission, Solar Power Systems, Battery Connections, Industrial Wiring
Material	Copper (Electrolytic Grade, Annealed)
Insulation material	PVC / XLPE

#### White Enamel Paint (Oil)

Technical Requirements	Description
Finish	Glossy to semi-gloss
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis

Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

### 3M 200 General Purpose Masking tape, Size: 2" x 60 yds.

Technical Requirements	Description
General	Strong enough to hang plastic sheeting
General	High temperature synthetic rubber
General	Resist solvents or water from paints
General	To be removed cleanly without damaging the subsurface
General	Withstands temperatures up to 200°F for 30 minutes.
General	Withstands temperatures up to 200°F for 30 minutes
Size	2" x 60 yds.

### Self-tapping screw zinc coated (CSK) G6 x 3/4"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated (Electro-Galvanized)

### Sandpaper No. 120

Technical Requirements	Description
Backing Material	Heavy-duty paper or cloth backing for strength and flexibility
Abrasive Material	Silicon carbide or aluminum oxide for consistent abrasive properties and durability
Grit Size	Use a range of 80 – 240 grit for different stages of surface preparation (e.g., rough sanding, smoothing, and final sanding)
Abrasiveness	Medium to fine abrasiveness, depending on the stage of sanding (e.g., use 80 grit for initial sanding, and 180 – 240 grit for final smoothing)
Durability	High durability to withstand heavy sanding and extended use without breakdown
Resistance	Waterproof or water-resistant for use in both dry and wet sanding (if wet sanding is needed for a smoother finish)
Size	Sheets or rolls, typically sized 230 mm x 280 mm for sheets, with the ability to cut to desired sizes
Shape	Available in sheets, discs, rolls, or sponges to accommodate different sanding tools or manual application
Surface Texture	Consistent, even abrasiveness across the surface to ensure smooth and uniform sanding
Cutting Action	Sharp cutting action to remove rust, corrosion, old paint, and surface

	imperfections efficiently without excessive pressure
Flexibility	Sandpaper should be flexible enough to follow the contours of the train underframe without tearing or losing effectiveness

### Self-tapping screw round head star G8 x 1"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated / Nickel Plated / Black Phosphate

### Sandpaper No. 60

Technical Requirements	Description
Backing Material	Heavy-duty paper or cloth backing for strength and flexibility
Abrasive Material	Silicon carbide or aluminum oxide for consistent abrasive properties and durability
Grit Size	Use a range of 80 – 240 grit for different stages of surface preparation (e.g., rough sanding, smoothing, and final sanding)
Abrasiveness	Medium to fine abrasiveness, depending on the stage of sanding (e.g., use 80 grit for initial sanding, and 180 – 240 grit for final smoothing)
Durability	High durability to withstand heavy sanding and extended use without breakdown
Resistance	Waterproof or water-resistant for use in both dry and wet sanding (if wet sanding is needed for a smoother finish)
Size	Sheets or rolls, typically sized 230 mm x 280 mm for sheets, with the ability to cut to desired sizes
Shape	Available in sheets, discs, rolls, or sponges to accommodate different sanding tools or manual application
Surface Texture	Consistent, even abrasiveness across the surface to ensure smooth and uniform sanding
Cutting Action	Sharp cutting action to remove rust, corrosion, old paint, and surface imperfections efficiently without excessive pressure
Flexibility	Sandpaper should be flexible enough to follow the contours of the train underframe without tearing or losing effectiveness

### Mild Steel plate 8'x4'x 1/8"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

### Sandpaper No. 180

Technical Requirements	Description
Backing Material	Heavy-duty paper or cloth backing for strength and flexibility
Abrasive Material	Silicon carbide or aluminum oxide for consistent abrasive properties and

	durability
Grit Size	Use a range of 80 – 240 grit for different stages of surface preparation (e.g., rough sanding, smoothing, and final sanding)
Abrasiveness	Medium to fine abrasiveness, depending on the stage of sanding (e.g., use 80 grit for initial sanding, and 180 – 240 grit for final smoothing)
Durability	High durability to withstand heavy sanding and extended use without breakdown
Resistance	Waterproof or water-resistant for use in both dry and wet sanding (if wet sanding is needed for a smoother finish)
Size	Sheets or rolls, typically sized 230 mm x 280 mm for sheets, with the ability to cut to desired sizes
Shape	Available in sheets, discs, rolls, or sponges to accommodate different sanding tools or manual application
Surface Texture	Consistent, even abrasiveness across the surface to ensure smooth and uniform sanding
Cutting Action	Sharp cutting action to remove rust, corrosion, old paint, and surface imperfections efficiently without excessive pressure
Flexibility	Sandpaper should be flexible enough to follow the contours of the train underframe without tearing or losing effectiveness

### Chalk

Technical Requirements	Description
Color	White

### Mild Steel plate 8'x4'x 1/4"

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

### Self-tapping screw round head star G8 x 1 1/4"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated / Nickel Plated / Black Phosphate

### Paint Brush 3"

Technical Requirements	Description
Bristle Material	Synthetic or Natural (China bristle, Nylon, or Polyester)
Handle Material	Wood, Plastic, or Composite material
Bristle Type	Stiff bristles for precision and heavy-duty applications
Bristle Length	40 – 70 mm
Bristle Density	High-density bristles for a smooth and consistent finish

Brush Width	50 – 100 mm (depending on the area of application)
Shape	Flat, angled, or round for precision application
Durability	High durability and long-lasting under heavy use
Resistance	Resistant to solvent-based paints, oils, and chemicals
Cleaning	Easy to clean with turpentine, thinner, or warm soapy water
Handle Length	200 – 300 mm (ergonomic for comfortable use)

### American Cloth

Technical Requirements	Description
Application	Home Furnishing, Curtains, Upholstery
Material	Cotton
Color	White

### Flexiblle Single black cable (DC) 16mm2

Technical Requirements	Description
Application	DC Power Transmission, Solar Power Systems, Battery Connections, Industrial Wiring
Material	Copper (Electrolytic Grade, Annealed)
Insulation material	PVC / XLPE

### Formaica cream 8’ x 4’ x 1/8’’ (3mm)

Technical Requirements	Description
Application	Furniture, Cabinets, Wall Paneling, Countertops, Doors, interior design
Material	High-Pressure Laminate (HPL)

### Red Oxide

Technical Requirements	Description
Type	Solvent-based synthetic primer
Color	Red Oxide
Finish	Matt/Semi-gloss
Density	1.2 – 1.5 g/cm <sup>3</sup>
Viscosity	80 – 150 cP at 25°C
Drying Time	Touch dry in 1-3 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to metal surfaces
Corrosion Resistance	Excellent protection against rust
Water & Chemical Resistance	Resistant to moisture, oils, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Brand	Gold star/Color paint

**Post Red**

Technical Requirements	Description
Flexibility	No cracking or peeling under stress
Type	Solvent-based synthetic enamel
Color	Post-Red
Finish	Glossy/Semi-gloss
Density	1.0 – 1.3 g/cm <sup>3</sup>
Viscosity	90 – 200 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to primed metal surfaces
Corrosion Resistance	Excellent protection against rust
Water & Chemical Resistance	Resistant to moisture, oil, mild acids, and alkalis
Temperature Resistance	Withstands -20°C to +120°C
Brand	Gold star/Color paint

**Mild Steel Round Bar 20'× Ø 1½"**

Technical Requirements	Description
Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

**Green Enamel Paint (Oil)**

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)
Brand	Gold star/Color paint

**Mild Steel plate 8'×4'× 5/8"**

Technical Requirements	Description
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Application	General engineering, construction, fabrication and machinery
Material	Mild Steel (MS)

### Vynide cloth (Leather)

Technical Requirements	Description
Application	Upholstery, Furniture Covers, Automotive Interiors, Tents, Bags, Tarpaulins
Material	Leather
Color	Brown

### Maroon Enamel Paint (Oil)

Technical Requirements	Description
Type	Enamel solvent based paint
Brand	Gold star/Color paint
Finish	Glossy to semi-gloss
Density	0.9 – 1.1 g/cm <sup>3</sup>
Viscosity	100 – 300 cP at 25°C
Drying Time	Touch dry in 2-4 hours, fully cured in 24 hours
Adhesion Strength	Strong adhesion to steel, iron, and previously painted surfaces
Water Resistance	Excellent, forming a waterproof barrier
Chemical Resistance	Resistant to oil, grease, salt water, and mild acids/alkalis
Temperature Resistance	Withstands -20°C to +100°C
Flexibility	No cracking or peeling under mechanical stress
Coverage	8 – 12 m <sup>2</sup> per liter per coat (depending on surface texture)

### Coolant

Technical Requirements	Description
Application	Metal Cutting, Drilling, Milling, Grinding, Turning (Lathe Machines)
Material	Water-Soluble / Semi-Synthetic / Synthetic / Straight Oil

### Self-tapping screw zinc coated (CSK) G10 x 2"

Technical Requirements	Description
Application	Furniture, Electrical Fittings, Construction, Automotive
Material	Carbon Steel / Stainless Steel
Coating	Zinc Coated (Electro-Galvanized)

### Manila Paper

Technical Requirements	Description
Material	Manila Paper, made from natural fiber
Weight	60 – 90 gsm (grams per square meter) for adequate strength and durability

Color	Natural yellow-brown or light tan
Surface Texture	Smooth, uncoated surface for easy paint masking and clean application
Tensile Strength	High tear resistance, preventing tearing during application or removal
Dimensional Stability	Does not shrink or expand significantly under normal humidity and temperature conditions
Water Resistance	Moderate resistance to water, suitable for short-term exposure in wet conditions
Size	Available in standard rolls or sheets, with width options ranging from 400 mm to 1000 mm
Opacity	High opacity to effectively block paint overspray and protect underlying surfaces

#### 4. Drawings

**Tender Number:** TR126/2024/2025/G/171

**LOT NO.** TR126/2024/2025/G/171

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**31121104 Railway locomotives and rolling stocks**

Attachment is not Applicable for this item.

## 5. Inspections and Tests

**Tender Number:** TR126/2024/2025/G/171

**LOT NO.** TR126/2024/2025/G/171

**Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for MGR**

**GFS Code: 31121104 - Railway locomotives and rolling stocks**

**Stencil knife**

This item does not require inspections

**Sebo Brush**

This item does not require inspections

**Dust mask**

This item does not require inspections

**Mild Steel plate 8'×4'× ½"**

This item does not require inspections

**Yellow Enamel Paint (Oil)**

This item does not require inspections

**Mild Steel plate 8'×4'×1"**

This item does not require inspections

**Paint Brush 2"**

This item does not require inspections

**Mattress (sofa) Foam 6'×4'× 2"**

This item does not require inspections

**Turpentine**

This item does not require inspections

**Self-tapping screw (CSK STAR) G10 x 1 1/2"**

This item does not require inspections

**Mattress (sofa) Foam 6'×4'× 4**

This item does not require inspections

**Under coat maroon**

This item does not require inspections

**Roller brush 9"**

This item does not require inspections

**Black Enamel Paint (Oil)**

This item does not require inspections

**Partex Glue**

This item does not require inspections

**Floor Carpet**

This item does not require inspections

**Service grey**

This item does not require inspections

**Cream Enamel Paint (Oil)**

This item does not require inspections

**Kerosine Oil**

This item does not require inspections

**Timber Mninga 8"x 2" x 10'**

This item does not require inspections

**Partex Glue**

This item does not require inspections

**Mild Steel Chequered Plate 8'x4'x 1/4"**

This item does not require inspections

**Formaica white 8' x 4' x 1/8'' (3mm)**

This item does not require inspections

**Self-tapping screw round head star G6 x 1"**

This item does not require inspections

**Paint Brush 4"**

This item does not require inspections

**Black Bitumen paint**

This item does not require inspections

**Plywood 8'x4'x 3/4''**

This item does not require inspections

**Under coat white**

This item does not require inspections

**Paint Brush 1"**

This item does not require inspections

**Maroo Glue (Roofing compound)**

This item does not require inspections

**scraper knife 2"**

This item does not require inspections

**Paint roller 4"**

This item does not require inspections

**Flexiblle Single cable Red (DC) 2.5mm2**

This item does not require inspections

**Mattress (sofa) Foam 6'x4'x 3''**

This item does not require inspections

**Mattress (sofa) Foam 6'×4'× 6"**

This item does not require inspections

**Self-tapping screw round head star G8 x 3/4"**

This item does not require inspections

**Plywood 8'×4'× 1/4**

This item does not require inspections

**Partex Glue Simba**

This item does not require inspections

**Plywood 8'×4'× 1"**

This item does not require inspections

**Aluminum Plate 8'×4'× 1/16"**

This item does not require inspections

**Paint roller 6"**

This item does not require inspections

**Disk Sandpaper 7"**

This item does not require inspections

**Paint Brush 1/2"**

This item does not require inspections

**Self-tapping screw zinc coated (CSK) G8 x 1 1/4"**

This item does not require inspections

**Mild Steel Round Bar 20'× Ø 1"**

This item does not require inspections

**Blue Enamel Paint (Oil)**

This item does not require inspections

**Putty filler**

This item does not require inspections

**Aluminum plate 8'×4'× 1/8"**

This item does not require inspections

**Soft putty**

This item does not require inspections

**Aluminium grey silver paint**

This item does not require inspections

**Self-tapping screw zinc coated (CSK) G6 x 1"**

This item does not require inspections

**Flexiblle Single cable Black (DC) 2.5mm**

This item does not require inspections

**White Enamel Paint (Oil)**

This item does not require inspections

**3M 200 General Purpose Masking tape, Size: 2" x 60 yds.**

This item does not require inspections

**Self-tapping screw zinc coated (CSK) G6 x 3/4"**

This item does not require inspections

**Sandpaper No. 120**

This item does not require inspections

**Self-tapping screw round head star G8 x 1"**

This item does not require inspections

**Sandpaper No. 60**

This item does not require inspections

**Mild Steel plate 8'x4'x 1/8"**

This item does not require inspections

**Sandpaper No. 180**

This item does not require inspections

**Chalk**

This item does not require inspections

**Mild Steel plate 8'x4'x 1/4"**

This item does not require inspections

**Self-tapping screw round head star G8 x 1 1/4"**

This item does not require inspections

**Paint Brush 3"**

This item does not require inspections

**American Cloth**

This item does not require inspections

**Flexibible Single black cable (DC) 16mm2**

This item does not require inspections

**Formaica cream 8' x 4' x 1/8" (3mm)**

This item does not require inspections

**Red Oxide**

This item does not require inspections

**Post Red**

This item does not require inspections

**Mild Steel Round Bar 20'x Ø 1 1/2"**

This item does not require inspections

**Green Enamel Paint (Oil)**

This item does not require inspections

**Mild Steel plate 8'×4'× 5/8"**

This item does not require inspections

**Vynide cloth (Leather)**

This item does not require inspections

**Maroon Enamel Paint (Oil)**

This item does not require inspections

**Coolant**

This item does not require inspections

**Self-tapping screw zinc coated (CSK) G10 x 2"**

This item does not require inspections

**Manila Paper**

This item does not require inspections



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

## **SECTION VIII: GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

GCC Description	GCC Sub- Clause	GCC Sub Clause Description
1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> <p>b) "<b>The Contract</b>" means the agreement entered into between the Purchaser (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>c) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b></p> <p>d) "<b>Completion</b>" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract as specified in the <b>SCC</b></p> <p>e) 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>f) <b>Days</b> are calendar days</p> <p>g) "<b>Defective Goods</b>" are goods that are below standards, requirements or specifications stated by the Contract.</p> <p>h) "<b>Delivery</b>" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.</p> <p>i) "<b>Effective Contract date</b>" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>j) "<b>Eligible Country</b>" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>k) "<b>End User</b>" means the organization(s) where the goods will be used, as <b>named in the SCC</b>.</p> <p>l) "<b>Force Majeure</b>" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>m) "<b>GCC</b>" means the General Conditions of Contract contained in this section.</p>

		<p>n) The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b></p> <p>o) "<b>The Purchaser</b>" means the Procuring Entity purchasing the Goods and related service as named in the <b>SCC</b></p> <p>p) "<b>The Related Services</b>" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>q) "<b>The Project Name</b>" means the name of the project stated in <b>SCC</b>.</p> <p>r) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>s) "<b>SCC</b>" means the Special Conditions of Contract.</p> <p>t) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>u) The "<b>Supplier</b>" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>v) The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Purchaser, as included in the contract.</p> <p>w) "<b>Base Date</b>" means the date 30 days prior to the latest date for submission of the Tender.</p> <p>x) The <b>Project Manager</b> is the person (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.</p>
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2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(1) Form of Contract,</p> <p>(2) Letter of Acceptance</p> <p>(3) Special Conditions of Contract,</p> <p>(4) General Conditions of Contract,</p> <p>(5) Specifications</p> <p>(6) Drawings if any</p> <p>(7) Completed Schedules (including Price Schedules), and</p> <p>(8) Any other document listed in the <b>SCC</b> as forming part of the Contract. (Such as Minutes of Negotiations if any shown as Appendices: Appendix 1 - Appendix nth)</p>
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the <b>SCC</b> .
	3.2	If the Condition 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 Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in <b>SCC</b> . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.

5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	8.4	The Supplier shall permit the Government of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	"The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract. Nevertheless, before discharge of the same, the performance security will be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in

		accordance with GCC 18.2, unless otherwise specified in <b>SCC</b> .
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11. Inspections and Test	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. The Purchaser's additional requirement for test is as indicated in <b>SCC</b> .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
	11.4	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the United Republic of Tanzania shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the Purchaser.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. Upon shipment, the Supplier

		<p>shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including the contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.</p> <p>(a) <b>For goods from Abroad</b> the Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading;</li> <li>(iii) One original plus four copies of the packing list identifying the contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of the country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate; or</li> <li>(viii) Any other additional shipping details of goods from abroad and/or other documents <b>specified in SCC</b> to be furnished by the Supplier</li> </ul> <p>The above documents shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris as specified in the SCC.
	13.3	Documents to be submitted by the Supplier <b>for goods delivered from Tanzania</b> includes Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report. Any other if specified in SCC.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured. The minimum proposed insurance shall be equal to 110 percent or in any number above that specified in <b>SCC</b> based on CIF or CIP value of the Goods from warehouse to warehouse on all risks in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery of goods. Unless otherwise stated in the <b>SCC</b> list of other insurance (if applicable) are specified by the Procuring Entity.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a



		specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
		b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts to assure ex-stock supply of consumable spares for the Goods to be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit for goods manufactured or distributed by the supplier as specified in <b>SCC</b> .
		a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b) In the event of termination of production of the spare parts:
		i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
		ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
	.	
18. Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the

		United Republic of Tanzania.
	18.2	<p>This warranty shall remain valid for a period specified in the <b>SCC</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees.</p> <p>The rate of these liquidated damages shall be specified in <b>SCC</b> of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
	18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
19. Payment	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Payment for Goods supplied from abroad:</b></p> <p>Payment of the foreign currency portion shall be made for:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 upon submission of a claim and a bank guarantee for an equivalent amount valid until the Goods are delivered and, in the form, acceptable to the Purchaser.</p> <p>(ii) On Shipment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 for the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank of its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 based on receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>

		Payment of local currency portion shall be made within period stated in GCC19.3 based on presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed as specified in SCC.
	19.1	<p><b>(b) Payment of Goods from Within Tanzania</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 against bank guarantee for the equivalent amount in the form provided for Advance Payment Guarantee or any other form acceptable to the Purchaser.</p> <p>(ii) On Delivery: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
	19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Purchaser, within twenty-eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be.
	20.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components shall be done in accordance with the formula shown by GCC 20.4.
	20.4	<p><b>Price Adjustment Formula</b></p> <p>If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:</p>

		<p>Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula:</p> $P1 = P0 [a + bL_1/L_0 + cM_1/M_0] - P0$ <p>Whereby <math>a+b+c = 1</math></p> <p>in which:</p> <p>P1 = adjustment amount payable to the Supplier.</p> <p>P0 = Contract Price (base price).</p> <p>a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.</p> <p>b = estimated percentage of labor component in the contract price.</p> <p>c = estimated percentage of the material component in the Contract Price.</p> <p>L0, L1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.</p> <p>M0, M1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.</p> <p>The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:</p> <p>a = [insert value of coefficient]</p> <p>b= [insert value of coefficient]</p> <p>c= [insert value of coefficient]</p> <p>Base date = thirty (30) days prior to the deadline for submission of the bids.</p> <p>Date of adjustment shall be the the mid-point of the period of manufacture.</p> <p>The above price adjustment formula shall be invoked by either party subject to the following further conditions:</p> <p>(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.</p> <p>(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be <math>Z0/Z1</math>, where</p> <p><math>Z_0</math> = the number of units of currency of origin of the indices which equal to one unit of the currency of the Contract Price on the Base Date; and</p> <p><math>Z_1</math> = the number of units of currency of origin of the indices which equal to one unit of the currency of the Contract Price on the Date for Adjustment.</p> <p>(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.</p>
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21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b) The method of shipment or packing;
		c) The place of delivery; and/or
		d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
		Any claims by the Supplier for adjustment under this clause must be asserted within thirty(30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in

		<p>the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the</p>
		Purchaser may consider termination of the Contract pursuant to this Clause.
27. Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or
		b) the Supplier fails to perform any other obligation(s) under the Contract;
		c) The supplier has abandoned or repudiated the contract.
		d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment;
		f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
		g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	27.3	For the purpose of this clause:
		"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;
		"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;
		"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 Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;
	27.4	"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;
		In the event the Purchaser terminates the Contract in whole or in part, pursuant

		to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a prompt Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or
		b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration
	31.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

		finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the <b>SCC</b> .
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
33. Notices	33.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address. Details of the Supplier Address will be available in the Contract Finalization Information Section in the Contract Agreement.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



## **SECTION IX: SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(a)	Tanzania Institute of Arbitrators.
2.	Commencement Period	1.1(c)	28 days after signing the contract.
3.	Completion period	1.1(d)	30 days.
4.	Intended Delivery Date	1.1(n)	07/07/2025.
5.	Name of Purchaser	1.1(k & o)	TANZANIA RAILWAYS CORPORATION P.O.Box 76959
6.	Project Name	1.1(q)	Supply of spare parts for rehabilitation of 37 coaches and 600 wagons for Mgr.
7.	End User Name End User Address	1.1(k)	Tanzania Railways Corporations P.O Box 76959 Dar es salaam.
8.	Other Documents Forming the Contract	2.3	Additional documents forming part of the contract: Power of Attorney, Acceptance letter, Performance security.
9.	Conditions Precedent	3.1	Performance security
10.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent shall be 20 days from the date of signing the contract.
11.	Applicable Laws	5.1	The Law of United Republic of Tanzania.
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security - Insurance Bond shall be applicable. The amount of Performance Security shall be 10 percent.
13.	Reduction of Amount of Performance Security	10.3	The performance security will be discharged: 10 percent of the Contract Amount.
14.	Additional Required Inspections and Tests	11.1	Not Applicable
15.	Additional Packing Requirements of Goods	12.2	Not Applicable.
16.	Delivery Documents of Goods from Abroad	13.1	(a) For Goods supplied from abroad: Additional Shipping requirements are Not Applicable
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): Incoterms 2020.
18.	Delivery Documents of Goods from Tanzania	13.3	For Goods from within the United Republic of Tanzania: Additional Delivery Documents are: Not Applicable
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 Percent of Contract Amount.
20.	Incidental Services	16.1	Additional Incidental services to be provided are:

			For goods manufactured in Tanzania are Not Applicable  For goods to be Imported are Not Applicable
21.	Spare Parts	17.1	Not Required.
22.	Warranty Period	18.2	1095 months from date of acceptance of the Goods
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: 7 days.
24.	Payment of Goods from Abroad	19.1	<p><b>Payment for Goods supplied from abroad:</b></p> <p>(i) <b>Advance Payment:</b> 15 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Shipment</b> 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.1.</p> <p>(iii) <b>On Acceptance:</b> 85 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in 100 percent within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1	<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment:</b> 15 percent of the contract price, shall be made within thirty (30) days from the day of signing the contract, submission of a claim, and advance payment security for the equivalent amount in the form provided for in the tendering documents or another form acceptable by the Procuring Entity, valid until the goods are delivered, received and accepted.</p> <p>(ii) <b>On Delivery:</b> 0 percent of the Contract Price shall be paid within twenty-eight (28) days from the day of receipt of goods, submission of claim and upon fulfillment of the documents specified in GCC 13.3.</p> <p>(iii) <b>On Acceptance:</b> The remaining 85 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be 0 percent.
27.	Currencies of Payment	19.4 & 19.5	The Tanzanian Shilling.

28.	Price Adjustment	20.2	Applicable
29.	Liquidated Damages	26.1	The Liquidated Damage shall be 0.1 percent. The maximum deduction is equal to the performance security.
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	The arbitration Institution will be Tanzania Institute of Abitrators and the place for arbitration is Dar es salaam.
31.	Addresses for Issuing Notices: Purchaser	33.1	The TANZANIA RAILWAYS CORPORATION of P.O.Box 76959.

## **CONTRACT FORMS**

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

LETTER HEAD

***NOTICE OF INTENTION TO AWARD A CONTRACT***

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

[SUPPLIER’S NAME AND ADDRESS]

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

Reference is made to the above subject matter.

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

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

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

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

[AUTHORIZED SIGNATURE]

[NAME OF SIGNATORY]

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

LETTER HEAD

*LETTER OF ACCEPTANCE*

[NOTIFICATION DATE]

[SUPPLIER'S NAME AND ADDRESS]

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

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

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

[AUTHORIZED SIGNATURE]

[NAME OF SIGNATORY]

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

**Attachment: Draft Contract**

Cc: PPRA

CAG

Office of Attorney General

GAMD

IAG

TRA

Adjudicator's Appointing Authority (*where applicable*).

## Form of Agreement

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

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

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

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., [insert brief description of goods and services] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [insert contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) Form of Agreement,
  - (b) Letter of Acceptance
  - (c) Form of Tender
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications
  - (g) Completed Schedules (including Price Schedules), and
  - (h) [Other relevant document(s): [List any]]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  - b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER	THE SUPPLIER
Name: ..... (Authorized Representative)	Name: ..... (Authorized Representative):
Designation: .....	Designation: .....
Signature: .....	Signature: ..... Date: .....
Date: .....	WITNESS Name: .....
WITNESS	



Name: .....

Designation: .....

Designation: .....

## Performance Securing Declaration

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

Contract No.: [insert Contract number]

To: [insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.

2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

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

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

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

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

Dated on day of \_\_, [insert date of signing]

Corporate Seal (where appropriate)

**Performance Security Form  
Bank Guarantee**

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

To: [name of Purchaser]

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

Performance Security  
Performance Bond

[Guarantor letterhead]

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

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

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

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

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

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

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

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

SIGNED ON      on behalf of

By      in the capacity of

In the presence of

SIGNED ON      on behalf of

By      in the capacity of

In the presence of

## Advance Payment Security

[name of Purchaser]

[name of Contract]

Gentlemen

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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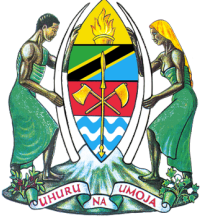
[name of bank or financial institution]

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[address]

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[date]



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF TRANSPORT  
TANZANIA RAILWAYS CORPORATION**



**REQUEST FOR TENDER**

**TENDER NO.: TR126/2024/2025/G/156**

**FOR**

**Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

**13/05/2025**

## List of Abbreviations

AO	Accounting Officer
BOT	Bank of Tanzania
Cap	Chapter
CC	Conditions of Contract
FY	Financial Year
GCC	General Conditions of Contract
GPN	General Procurement Notice
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
MAT	Most Advantageous Tender
NCT	National Competitive Tendering
NeST	Tanzania National e-Procurement System
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
STD	Standard Tender Document
SCC	Special Condition of Contract
TDS	Tender Data Sheet
TS	Technical Specifications
TiARB	Tanzania Institute of Arbitration



## PART 1 – TENDERING PROCEDURES

## **SECTION I: INVITATION FOR TENDERS**



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF TRANSPORT  
TANZANIA RAILWAYS CORPORATION**



**Tender No. TR126/2024/2025/G/156**

**FOR**

**Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

**13/05/2025**

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 28/06/2024.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA RAILWAYS CORPORATION during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR.
3. The TANZANIA RAILWAYS CORPORATION now invites tenders from GOVERNMENT\_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign of Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR.
4. Tendering will be conducted through the International Competitive Tendering method specified in the Public Procurement Regulations.
5. A complete set of tendering document(s) in English may be accessed through NeST.
6. Tenderers are required to register on the NeST and pay the tender participation fee indicated in the NeST to be able to participate in this tendering process.
7. All tenders must be accompanied by a Tender Security in the form of Tender Security - Insurance Bond in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 5,000,000,000.00.
8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM on 04/06/2025. Tenders will be opened promptly there after through NeST. Tender opening details will be available to the public through NeST.
9. Tenders not received through NeST shall not be evaluated irrespective of the circumstances.

**DIRECTOR GENERAL**

P.O.Box 76959

## **SECTION II: INSTRUCTIONS TO TENDERERS (ITT)**

## A. INTRODUCTION

ITT NUMBER	ITT DESCRIPTION	SUB - ITT NUMBER	SUB-ITT DESCRIPTION
1	<b>Scope of Tender and Tendering Method</b>	1.1	The Procuring Entity (PE) indicated in the <b>Tender Data Sheet</b> (TDS) invites tenders for the supply of Goods as specified in the <b>TDS</b> and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the <b>TDS</b> . The duration of the Contract shall be as specified in the <b>TDS</b> .
		1.2	Tendering will be conducted through the method of procurement indicated in <b>TDS</b> and is open to all Tenderers who meet the eligibility criteria stated in Instructions to <b>ITT 3</b> [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in Section VIII -GeneralCondition of Contract (GCC).
2	<b>Source of Funds</b>	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b> . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the <b>TDS</b> . or The Government of Tanzania through the PE named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the <b>TDS</b> towards the cost of the project and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the <b>TDS</b> .
		2.2	Payments will be made directly by the PE (or by financing institution specified in the <b>TDS</b> upon request by the PE to so pay) for each order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE
3.	<b>Eligible Tenderers</b>	3.1	The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the <b>TDS</b> . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to <b>ITT3.5</b> or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA).
		3.2	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 <b>TDS</b> , 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 Supplier in Tanzania before signing the Contract.
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for tenders.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Tender; or</li> <li>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</li> <li>f) submit more than one tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one tender; or</li> <li>g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.</li> </ul>
		3.8	A Tenderer may be ineligible if – <ul style="list-style-type: none"> <li>a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>b) payments in favors of the Tenderer is</li> </ul>

			<p>suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property</p> <p>c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or</p> <p>f) the Tenderer is from ineligible country as specified under Section V [eligible countries] of this tendering document.</p>
		3.9	Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.10	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 request.
		3.12	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10%) percent of the tender price is envisaged.
4	<b>Eligible Goods and Related Services</b>	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.
		4.2	For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, training and initial maintenance.
		4.3	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics

			from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country-of-origin declarations included in the Form of Tender.
		4.6	If so required in the <b>TDS</b> , the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its Tender.
5	<b>One Tender per Tenderer</b>	5.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
		5.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
		5.3	A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.
6	<b>Cost of Tendering</b>	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.



## B. TENDERING DOCUMENTS

7	<b>Contents of Tendering Documents</b>	7.1	<p>The goods required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [<b>Amendment of Tendering Documents</b>] include:</p> <p><b>PART 1: TENDERING PROCEDURES</b> Section II Instructions to Tenderers (ITT); Section III Tender Data Sheet (TDS); Section IV Qualification and Evaluation Criteria; Section V Tendering Forms; Section VI Eligible Countries.</p> <p><b>PART 2: PROCURING ENTITY'S REQUIREMENTS</b> Section VII Schedule of Requirements.</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b> Section VIII General Conditions of Contract (GCC); Section IX Special Conditions of Contract (SCC); Section X Contract Forms.</p>
		7.2	<p>The Invitation for Tenders (IFT) (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, the said Tendering Documents will take precedence.</p>
		7.3	<p>The PE shall not be responsible for any Tendering Documents and their addenda, if they were not issued by the respective PE directly through NeST.</p>
		7.4	<p>The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.</p>
8	<b>Clarification of Tendering Documents</b>	8.1	<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 the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders].</p>
		8.2	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p> <p>PE's response shall include a description of the inquiry without identifying its source.</p>
		8.3	<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>

9	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a request for clarification(s) by prospective Tenderers, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers.
		9.3	In order to allow prospective Tenderers reasonable time to take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

### C. PREPARATION OF TENDERS

10	<b>Language of Tender</b>	10.1	<p>The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the <b>TDS</b>.</p> <p>Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p>
11	<b>Documents and Sample(s) Constituting the Tender</b>	11.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <p>a) Form of Tender and a Price Schedule completed in accordance with <b>ITT14 [Form of Tender]</b>, <b>ITT15 [Tender Prices]</b>, and <b>ITT16 [Tender Currencies]</b>;</p> <p>b) Sample(s) if requested in the <b>TDS</b>;</p> <p>c) Documentary evidence established in accordance with <b>ITT13 [Documents Establishing Eligibility and Qualification of the Tenderer]</b> that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</p> <p>d) Documentary evidence established in accordance with <b>ITT13.3(a)</b> that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods;</p> <p>e) Documentary evidence established in accordance with <b>ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents]</b> that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;</p> <p>f) Tender security or Tender Securing Declaration furnished in accordance with <b>ITT18 [Tender Security or Tender Securing Declaration]</b>;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with <b>ITT20.2 [Format and Signing of Tenders]</b> and</p> <p>h) Any other document, other than the documents under <b>ITT11.1</b></p>
		11.2	<p>(a) Where a sample(s) is required by a PE, the sample shall be:</p> <p>(i) Physically submitted as part of the tender, in the quantities, sizes and other details requested in the <b>IFT</b>.</p> <p>(ii) Carriage paid;</p> <p>(iii) Received on, or before, the closing time and date for the submission of tenders and at the address shown in the <b>TDS</b>; and</p> <p>(iv) Evaluated to determine compliance with all characteristics listed in the <b>TDS</b>.</p> <p>(b) and The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents, and are not submitted within the specified time; and shall retain the sample(s) of the successful tenderer.</p>

		11.3	Where it is not possible to avoid using a propriety article as a sample, a Tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
		11.4	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.5	All samples produced from materials belonging to an unsuccessful tenderer which have not been claimed and collected by the tenderer within a period of thirty (30) days from the date of notification of unsuccessful tenderers by the PE shall be the property of the PE and shall be disposed in such a manner as may be directed by the Accounting Officer (AO).
12	<b>Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents</b>	12.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, documents establishing the eligibility and conformity to the Tendering Documents of all goods and related services which the Tenderer proposes to supply under the Contract.
		12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the <b>TDS</b> .
		12.4	The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the <b>TDS</b> following commencement of the use of the goods by the PE.
		12.5	For purposes of the commentary to be furnished pursuant to ITT 12.3(b), the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in the language of the tender. In case any other language than language of the tender is used, the pertinent

			translation into the language of the tender shall be attached to the original version.
13	<b>Documents Establishing Eligibility and Qualification of a Tenderer</b>	13.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall upload as part of its tender, necessary documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
		13.2	Tenderers shall upload documents relating to eligibility during their registration to the system.
		13.3	The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible country as defined under ITT 4 [Eligible Goods and Related Services].
		13.4	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that: a) in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods Manufacturer or producer to supply the goods in the United Republic of Tanzania; b) in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in Tanzania equipped, and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the CC and/or Technical Specifications on behalf of the Supplier. c) the Tenderer meets each of the qualification criterion specified in Section III [Qualification and Evaluation Criteria].
14	<b>Form of Tender and Price Schedule</b>	14.1	The Tenderer shall fill the Form of Tender and Price schedule as provided and required in the NeST.
15	<b>Tender Prices and Discounts</b>	15.1	The Tender Prices and discounts quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified in ITT 15.2 to 15.11.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed not to be included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The Tender price to be quoted in the Form of Tender in accordance with ITT 15.1 shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote discounts and the methodology for their application in the 'Form of Tender' in accordance with ITT 15.9.
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract.
		15.6	Prices indicated on the Price Schedule for goods manufactured from within the United Republic of Tanzania shall be entered in the following manner:

			<p>a) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>i). on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory; or</p> <p>ii). on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.</p> <p>b) sales and other taxes which will be payable on the goods if the contract is awarded.</p> <p>c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>TDS</b>.</p> <p>d) the price of other (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.7	<p>Prices indicated on the Price Schedule for goods offered from abroad shall be entered in the following manner</p> <p>a) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Tanzania, as specified in the <b>TDS</b>. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.</p> <p>b) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>TDS</b>.</p> <p>c) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>TDS</b>.</p> <p>d) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination shall be [Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT 15.7 (b) or (c)] if specified in the <b>TDS</b>.</p> <p>e) the price of (incidental) services, if any, listed in the <b>TDS</b>.</p>
		15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This disaggregation shall be solely for the purpose of facilitation the comparison of Tenders by the PE. This, shall not in any way limit the PE's right to contract on any of the terms offered: -</p> <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted CIP or other INCOTERMS as specified in the <b>TDS</b>.</p> <p>ii) all customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and</p> <p>b) For Related Services</p> <p>i) The price of the related services,</p> <p>ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and</p> <p>iii) The total price for the item.</p>
		15.9	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to</p>

			variation on any account, unless otherwise specified in the <b>TDS</b> . A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to <b>ITT28</b> [Preliminary Examination of Tenders]. If, however, in accordance with the <b>TDS</b> , prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
		15.10	If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price discounts for the award of more than one contract shall specify in their Tender the price discounts applicable to each package, or alternatively, to individual contracts within a package.
		15.11	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the <b>TDS</b> . Any Tenderer whose Tender Price exceeds the provided budget, shall be rejected.
16	<b>Tender Currencies</b>	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings. b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT16.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 31.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the tender.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Contract are reasonable and responsive to ITT 16.1.
17	<b>Tender Validity Period</b>	17.1	Tenders shall remain valid for the period specified in the <b>TDS</b> after the Tender submission deadline prescribed by the PE, pursuant to <b>ITT22</b> [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the

			Tender Validity Period, the PE may request that the Tenderers consent to an extension of the period of validity of their tenders. The request and the Tenderers responses shall be made through NeST.
		17.3	The Tender Security provided under ITT 18 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
		17.4	A Tenderer agreeing to the request will not be required nor permitted to modify its tender but will be required to extend the validity of its Tender Security in compliance with ITT 18 [Tender Security or Tender Securing Declaration] in all respects
		17.5	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
18	<b>Tender Security or Tender Securing Declaration</b>	18.1	Pursuant to <b>ITT11</b> [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish as part of its tender, a Tender Security in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as specified in the <b>TDS</b> in the format provided in Section <b>V</b> [Tendering Forms].
		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 18.9.
		18.3	<p>The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>TDS</b> which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified banker's cheque.</p> <p>c) another security if indicated in the <b>TDS</b></p>
		18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section <b>V</b> [Tendering Forms] or another form approved by the PE prior to the Tender submission.
		18.5	The tender security or tender securing declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the tender security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 [Eligible Tenderers] and ITT 11.2 [Documents and Sample(s) Constituting the Tender]
		18.6	Any Tender not accompanied by a Tender Security or Tender



			Securing Declaration in accordance with ITT 18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		18.7	<p>Unsuccessful Tenderers' Tender Security will be released back as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the PE pursuant to ITT 17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly release the tender security, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.</p>
		18.8	The successful Tenderer's Tender Security will be released upon the furnishing the performance security, pursuant to ITT 40 [Performance Security] and signing the contract pursuant to ITT 41 [Signing of Contract].
		18.9	<p>In the case of Tender Security, it shall be forfeited if:</p> <p>a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.10	<p>In the case of Tender Securing Declaration, it shall be executed if:</p> <p>a) a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) a successful Tenderer fails to furnish performance security in accordance with ITT 40 [Performance Security] or fails to sign the contract in accordance with ITT 41 [Signing of Contract].</p>
		18.11	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in all tenders floated by public bodies during the period of debarment.
19	<b>Alternative Tenders by Tenderers</b>	19.1	<b>Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, ITT 19.2 shall prevail.</b>

		19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>TDS</b> as will the method for evaluating different schedule for delivery of goods
		19.3	If so allowed in the <b>TDS</b> , Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
20	<b>Format and Signing of Tender</b>	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating names and positions of each signatory as specified in the <b>TDS</b> .
		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	<b>Submission of Tenders</b>	21.1	All tenders shall be submitted through NeST on date and time indicated in TDS. 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, where applicable 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 acknowledgment 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.
		21.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the <b>TDS</b> not later than the date and time specified in the <b>TDS</b> .
22	<b>Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE through NeST not later than the date and time specified in NeST.
		22.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23	<b>Late Tenders</b>	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24	<b>Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender may be withdrawn, after the deadline for submission of tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in execution of Tender Security or Tender Securing Declaration, pursuant to the ITT18.9 [Tender Security or Tender Securing Declaration].
		24.3	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity including any extension thereof pursuant to ITT 17.2 [Tender Validity Period], shall result in execution of Tender Security or Tender securing declaration pursuant to ITT18.6 [Tender Security or Tender Securing Declaration].
		24.4	Tenderers may only offer discounts to, or otherwise modify the

			prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
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## E. OPENING AND EVALUATION OF TENDERS

25	<b>Opening of Tenders</b>	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 NeST 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 in the appropriate section of NeST.
26	<b>Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation and comparison of tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Tenderer has been issued.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
27	<b>Clarification of Tenders</b>	27.1	In order to assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification shall be communicated through NeST and the Tenderer shall respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise.
28	<b>Preliminary Evaluation of Tenders</b>	28.1	Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender: a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderers] and ITT 4 [Eligible Goods and Related Services]; b) has been properly signed; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself.
		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: 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  b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply;  “ <b>Deviation</b> ” is a departure from the requirements specified in the Tendering Document;  “ <b>Reservation</b> ” is the setting of limiting conditions or

			withholding from complete acceptance of the requirements specified in the Tendering Document; and  “ <b>Omission</b> ” 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 ITT11 [Documents and Samples Constituting the Tender], ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] and ITT13 [Documents Establishing Eligibility and Qualification of a Tenderer] have been provided in the tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the tender shall be rejected.
		28.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
		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: a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender which limit the tenderer’s responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or

			manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
		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: a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; **the system should be able to take on board this instruction based on the scope provided in schedule of requirements** b) failure to quote for an item in the package; **the system should be able to take on board this instruction based on the requirements in the schedule of requirements** 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.
29	<b>Technical Evaluation</b>	29.1	The PE shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the Tender submitted in accordance with ITT 12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents], to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders], it shall reject the Tender.
30	<b>Conversion to Single Currency</b>	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the BOT twenty-eight (28) days prior to the date specified for opening of tenders.
31	<b>Commercial Evaluation of Tenders</b>	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
		31.2	To evaluate a Tender, the PE shall consider the following: a) evaluation will be done for Items or Lots (contracts); and the Tender Price as quoted in accordance with clause 15; b) price adjustment due to discounts offered in accordance with ITT 15.4 [Tender Prices]; c) converting the amount resulting from applying (a) to (b) above, if relevant, to a single currency in accordance with

			ITT 31 [Conversion to Single Currency]; d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 28.5 and 28.6 [Preliminary Examination of Tenders] e) the additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		31.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
		31.4	If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [Qualification and Evaluation Criteria]
		31.5	The PE's evaluation of a Tender shall exclude and not take into account: a) in the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Tenderer; and c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		31.6	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 15 [Tender Price]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in TDS from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 31.2
		31.7	The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.
32	<b>National Preference</b>	32.1	If the <b>TDS</b> so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
		32.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].



33	<b>Determination of Lowest Evaluated Tender</b>	33.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.
		33.2	In the case of National, International and Restricted Competitive Tendering on specified fixed budget project, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34	<b>Post-qualification of Tenderer</b>	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 evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low.</p> <p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; and</p> <p>(d) The PE shall not incur any liability solely by rejecting abnormally tender.</p> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
		34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Section IV [Qualification and Evaluation Criteria].
		34.4	The determination will take into account the Tenderer's financial, technical, and production capabilities as specified in Section IV, Qualification and Evaluation Criteria. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Section IV – Qualification and Evaluation Criteria, as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		34.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

		34.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
		34.7	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

35	<b>Criteria of Award</b>	35.1	Subject to ITT 33 [Determination of Lowest Evaluated Tender] and ITT 36 [Negotiations], the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest evaluated tender price, provided that such Tenderer has been determined to be: a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers]; b) qualified to perform the contract satisfactorily; and c) successful negotiations have been concluded (if any).
		35.2	If this Contract is being let on lots basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
36	<b>Negotiations</b>	36.1	Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements or specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents; (c) a minor amendment to the SCC; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of tendering; or (g) 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 with ITT 34.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering.
		36.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not re-open earlier negotiations.
37	<b>PE's Right to Accept any Tender and to Reject or All Tenders</b>	37.1	Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to annul the tendering process and reject all tenders at any time prior to award of the contract without thereby incurring any liability to the affected Tenderer(s).
		37.2	Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted Tenders through NeST.
		37.3	The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender(s) but the PE is not obliged to justify those grounds.
38	<b>PE's Right to Vary Quantities at the Time of Award</b>	38.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in Section VII [Schedule of Requirements] provided this does not exceed by the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39	<b>Intention to Award and</b>	39.1	Prior to awarding of the contract, the PE shall issue a notice

	<b>Notification of Award</b>		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 seven (7) working days within which to submit complaints to the PE thereof, if any. The condition of such period shall not apply when only one tenderer has responded in competitive tendering or single source, National Shopping or minor value procurement.
		39.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through NeST, of the award by the PE prior to expiration of the Tender validity period.
		39.3	The notification of award (Letter of Acceptance) will be part of documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Security Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
40	<b>Performance Security or Performance Securing Declaration</b>	40.1	Within twenty-eight (28) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , 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 <b>TDS and SCC</b> , and shall be in any of the following: (a) electronic money transfer, 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) unconditional 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 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 requirement of ITT 40.1 shall constitute sufficient grounds for the cancelation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
41	<b>Signing of Contract</b>	41.1	Promptly after notification of award, PE shall send the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
		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 18.7 [Tender Security or Tender Securing Declaration].
42	<b>Advance Payment</b>	42.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the <b>TDS</b> .
		42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) in the form provided in Section X [Contract Forms].
		42.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods.
43	<b>Fraudulent, Corrupt, Coercive or Obstructive Practices</b>	43.1	The PEs and Tenderers are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: - a) "corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; b) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; c) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; d) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act.
		43.2	The PE will reject a proposal for award of contract if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, collusive, coercive and obstructive practices in competing for the contract;
		43.3	A firm will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten (10) years, to be awarded a public contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract.
		43.4	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten (10) years to be awarded a public contract in the

			United Republic of Tanzania.
		43.5	Any communications between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

## F. REVIEW OF PROCUREMENT DECISIONS

44	<b>Right to Review</b>	44.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
45	<b>Time Limit on Review</b>	45.1	The Tenderer shall submit an application for review within seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
46	<b>Submission of Applications for Review</b>	46.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electrotonically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
		46.2	For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electrotonically served to the Delegated Accounting Officer and PPRA.
		46.3	The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint.
		46.4	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
47	<b>Decision by the Accounting Officer (AO) of PE</b>	47.1	The Accounting Officer (AO) of a PE shall, within seven (7) Calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
		47.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority] within seven (7) Calendar days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
48	<b>Review by the Public Procurement Appeals Authority</b>	48.1	Complaints or disputes which: (a) are not settled within the specified period under ITT 47.1 [Decision by the Accounting Officer of PE]; (b) are not amicably settled by the accounting officer; or (c) arise after the procurement contract has entered into force

			pursuant to ITT 39 [Notification of Award], shall be referred to the Public Procurement Appeals Authority (PPAA) within seven (7) Calendar days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 47.1 [Decision by the Accounting Officer of a PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 45.1 [Time Limit on Review]. The address for Appeals to PPAA is as indicated in the <b>TDS</b> :
		48.2	The Appeals Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any
		48.3	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.



### **SECTION III: TENDER DATA SHEET**

## TENDER DATA SHEET

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

### A. Introduction

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
1.	Name of Procuring Entity	1.1 & 2.1	TANZANIA RAILWAYS CORPORATION.
2.	Subject of Procurement	1.1	Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR.
3.	Period for the supply of goods	1.1	360 days.
4.	Commencement date and Contract duration:	1.1	The contract will commence 21 days after contract signing. The Contract duration is 360 days.
5.	Method of procurement	1.2	Tendering will be conducted through International Competitive Tendering.
6.	Financial Year	2.1	2024/2025.
7.	Name of the Project	2.1	Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR.
8.	Financing Institution	2.1 & 2.2	Not Applicable.
9.	Name and Identification number of tender	2.1	Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR. TR126/2024/2025/G/156.
10.	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.
11.	Number of JVCA Members	3.2	Not Applicable
12.	Manufacturer's Authorization	4.6	Mandatory Spare Parts

## B. Preparation of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
13.	Language of the Tender	10.1	The language of the tender will be English
14.	Samples	11.1(b)	Sample Not Required.
15.	Additional Documents to be Submitted	11.1 (h)	Not Applicable
16.	Submission of Samples	11.2 (a)(iii) & 21.5	Not Applicable.
17.	Characteristics of a Sample	11.2 (a)(iv)	Not Applicable.
18.	Other Procurement Specific Documentation evidencing conformity of the Goods and Related Services	12.3 (c)	Comply with Technical Specification.
19.	Spare Parts	12.4	Spare parts are required for 2 years of operation.
20.	Price for Goods from within Tanzania	15.6 (c), (d) (optional)	<p><b>For goods manufactured from within the United Republic of Tanzania</b></p> <p>The price quoted shall be of Off-the-shelf in The Tanzanian Shilling. Also, the quoted price shall include Value Added Tax.</p> <p>Incidental services: Not Applicable</p>
21.	Price for Goods to be Imported from Abroad	15.7 (a) or 15.7(b) or 17.7(c)	<p><b>For goods to be imported</b></p> <p>The price quoted shall be of FOB and Costs for Port or Place of entry or destination shall be CIF.</p> <p>Incidental Services: Not Applicable</p>
22.	Price for Goods already Imported from Abroad	15.7 (d), (e) (optional) 15.8 (a) (i) & 15.8 (b), (c) (optional)	<p><b>For goods already imported</b></p> <p>The price quoted shall be of Ex-warehouse that includes Import duties.</p> <p>Incidental Services: Not Applicable</p>
23.	Fixation of Price	15.9	The prices shall be FIXED.
24.	Fixed Tender Budget		Not Applicable.
25.	Tender validity Period	17.1	

			120 days.
26.	Form of Tender Security, Amount and Currency of Tender Security	18.1 & 18.3	The required tender security is Tender Security - Insurance Bond. The amount of Tender Security shall be The Tanzanian Shilling5,000,000,000.00.
27.	Alternative Tenders	19.1	Not Applicable
28.	Alternative Completion Time	19.2	Not Applicable
29.	Technical Alternatives	19.3	Not Applicable
30.	Tender authorization documents	20.2	Notarized Power

### C. Submission of Tenders

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
31.	Submission of Tenders	21.1	Tender Submission Date: 04/06/2025. Tender Submission Time: 2:00 PM hrs local time.

## D. Contract Award

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled in by the PE
32.	Percentage to increase/ decrease at Time of Award	38	The percentage for quantity increase or decrease is 15 Percent.
33.	Performance Security/Performance Securing Declaration	40.1	Performance Security shall be applicable. The Performance Security shall be in the form of: Performance Security - Bank Guarantee.
34.	Form and Amount of Performance Security	40.2	The Performance Security shall be 10 percent of the agreed contract price.
35.	Advance Payment	42.1	The Advance Payment shall be limited to 15 Percent of the agreed Contract Price.

## E. Review of Procurement Decisions

Ser. No.	Required Information/Data	ITT Clause	Information/Data to be Filled by the PE
36.	PPAA Address	48.1	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>

## **SECTION IV: QUALIFICATION AND EVALUATION CRITERIA**



## 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	2022-01-01
Litigation History End Year	2025-02-28

##### Completion Period (SCORE: N/A)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	360
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#### 2. Standard Tender Forms

##### Tender Validity Period (SCORE: N/A)

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

Tender Validity Period (Days)	120
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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 Security (SCORE: N/A)

Tenderer should submit tender security as per instructions to tenderers.

#### 3. Financial Situation and Performance

##### Financial Statement (SCORE: N/A)

Audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the PE, for mentioned duration shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. (In case of Joint Venture, compliance requirements are: Each Member – Must Meet requirements).

Financial Statement Start Date	2022-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	1
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	2

Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

#### Average Annual Turnover (SCORE: N/A)

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	5000000000
Turnover Start Date	2017-01-01
Turnover End Date	2024-12-31

#### 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)	2500000000
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## Technical Evaluation

### 1. 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	2021-01-01
Current Commitment End Year	2024-12-31

#### 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	Specific experience on supply Re-railing Equipment and Rail Mounted Breakdown Crane
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Specific Experience Start Year	2017-01-01
Specific Experience End Year	2024-12-31
Number of Specific Experience Contracts	2
Value of each specific experience contract in the specified tender currency	5000000000

#### General Experience (SCORE: N/A)

Tenderer should provide details of their previous and on-going contracts to evidence their general experience in supply of goods.

General experience start date	2017-01-01
General experience end date	2024-12-31
Number of contract	3
Contract value in the specified currency	5000000000

#### 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	Please specify the employers names and contract
Project Description	Please specify the projects description
Project Amount	Please specify the value of the projects/contract
Project Start Date	2017-01-01
Project End Date	2024-12-31
Key Activities	Please specify key activities for the projects
Roles in Contract	Please specify roles in contract
Key Personnel	Please specify the key personally involved in the key activities

## 2. Technical Specifications

#### Conformance to Technical Specifications and Standards (SCORE: N/A)

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

## 3. Delivery Schedule

#### Delivery Period (SCORE: N/A)

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery

schedule has been allowed.

Delivery Period	360
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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	Project Manager and Crane Manager
Education Level	Certificate level
Experience of Key Personnel	3
Number of Required Key Personnel	3

### Financial Evaluation

#### 1. Price Schedule

##### Priced schedule (SCORE: N/A)

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

## ELIGIBLE COUNTRIES

**Tender No. TR126/2024/2025/G/156 and Title : Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

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'S REQUIREMENTS**

## **SECTION VI: SCHEDULE OF REQUIREMENTS**

## 1. List of Goods and Related Services

**Tender No:** TR126/2024/2025/G/156

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO. TR126/2024/2025/G/156**

**Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

**GFS Code: 31122127 - Plant and Machinery**

S/N	Description	Unit of measure	Quantity
1	Rail Mounted Breakdown (Rescue) Crane	Each	1



## 2. Delivery and Completion Schedule

**Tender No:** TR126/2024/2025/G/156

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

**LOT NO.** TR126/2024/2025/G/156

**Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

**GFS Code:** 31122127 - Plant and Machinery

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Rail Mounted Breakdown (Rescue) Crane	1	TRC	365

### 3. Technical Specifications

LOT NO. TR126/2024/2025/G/156

#### Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR

GFS Code: 31122127 - Plant and Machinery

#### Rail Mounted Breakdown (Rescue) Crane

Technical Requirements	Description
Units of measurements	Dimensions, weights and capacities shall be in metric units and the crane shall be manufactured in these units unless otherwise stipulated in the contract.
Track Gauge	1000mm
Minimum curves without gauge widening	107 meters
Minimum curves with 12 mm. gauge widening	88 meters
Minimum curves in open lines	170 meters
Curved rails gauge widening allowances. (curvature against gauge widening)	<ul style="list-style-type: none"><li>• Curve 240 to 300 metres 0.00 mm.</li><li>• Curve 300 to 175 metres 6.35 mm.</li><li>• Curve 175 to 125 metres 12.7 mm</li><li>• Curve 125 to 73 metres 19.05 mm.</li><li>• Curve 88 metres 12 mm.</li><li>• Maximum track-center 76.2 mm.</li><li>• Maximum super elevation 45.0 mm.</li><li>• Transition curves (parabolic) 43.0 mm. long</li></ul>
Maximum gradient (non-compensated)	2.2%
Loading gauge	As per attachment TRC drawings No. PW- 01-0004/R1 and PW- 01-0004/1R
Maximum track axle loads permissive	The maximum axle load is 18 tonnes. Calculations of the rail stresses and weight transfer shall be submitted with tenders.
Operating speed	The maximum permitted train operating speed is 75 km/hr. However, when towed in dead condition the safe towing speed shall not exceed 80 km/hr. without any special preparations. The average distance between stations is 30 km.
Diesel Engine	<ul style="list-style-type: none"><li>• The diesel engine shall comply with the minimum requirement of emission standards stage TIR 3A and shall be of a design and make which has already proved its suitability in railway traction particularly in regard to reliability and ease of maintenance. The engine shall have sufficient power of U.I.C ratings in the range above 200 kw to enable the crane to perform the specified duties under the required service conditions with ample power margin to cover the requirements of auxiliary and to compensate for loss of power towards the ends of the period between overhauls. The diesel engine shall be four strokes, water cooled naturally aspirated or turbo charged.</li><li>• The engine with its associated auxiliary equipment shall be suitable for running for long periods at idling speed or at any speed within the working range and shall be able to withstand sharp and wide fluctuations in operating conditions without suffering undue thermal or mechanical stress or undue wear.</li><li>• Unless other fuel is specified, the engine shall be suitable for running on gas oil conforming to class A, B.S. 2869 Part 1.</li><li>• Where the maker's derating of engine for site conditions does not comply with tables 1 and 2 of appendix B of BS. 2953, the precise value or the derating</li></ul>

	<p>shall be agreed between the Supplier and the Purchaser. In this case the Supplier shall as soon as the contract is placed, submit to the Purchaser particulars of the basis upon which the site derating has been calculated.</p> <ul style="list-style-type: none"> <li>The engine and the associated equipment shall be arranged for maximum accessibility to all parts requiring inspection and maintenance. Components shall be easily removable with the engine in position.</li> </ul>
Languages for main information	Language for technical information including drawings, nameplate and identification marks must be in English.
General description	<p>General the tender should include the technical requirements to manufacturing, supply, testing and commission of complete fully erected rail mounted breakdown (rescue) crane with telescopic boom and parts thereof for MGR network.</p> <p>The crane shall be supplied complete in every respect and ready for services/operations to the complete satisfaction of the Purchasers.</p>
Applications	The crane shall be used for heavy lift operations and shall be suitable for operation in tropical humid climate and shall be of the highest standard of design, materials and workmanship. It shall conform to the proposed requirements of these specifications and any proposed deviations shall be clearly stated in the bid. No alteration to the essential draw gear details, loading gauge restrictions, required capacities etc. will be permitted without prior permission of the Purchaser.
Climatic Conditions	<ul style="list-style-type: none"> <li>Maximum altitude - 1560 metres above sea level and minimum altitude-Sea level.</li> <li>maximum mean temperature is 40 °C and minimum mean temperature of - 10 °C.</li> <li>Humidity Varies between 85% to 10%</li> <li>Atmosphere - Salty, dusty conditions prevail.</li> </ul>
Wheel Centers and Monoblock Wheels	<ul style="list-style-type: none"> <li>The wheels shall be rolled solid discs.</li> <li>It shall be possible to machine the wheels from solid wheels when worn down to limit and be fitted with standard tyre. Generally, the wheel and axle assembly shall be according to TRC standards.</li> </ul>
General bidding requirement	<p>Bidders must include a reference list of Railway Cranes successfully manufactured and supplied by him. This reference list must include the year, maximum capacity of the crane, maximum load moment, track gauge, country and name of the user. To proof his statement at least 3 performance certificates for cranes of similar technology and same or higher capacity and momentum must be provided. These documents need to be certified and apostilled. References before the year 2010 are not considered.</p>
General design	<ul style="list-style-type: none"> <li>The crane is primarily required for re-railing, wreckage clearance of locomotives and various types of rolling stock, carriage and wagons which have overturned or involved in accidents. A locomotive and rolling stock of at least 120 tonnes weight and maximum length of 20 m length shall be possible to rerail on a single line track.</li> </ul> <p>The reference certificates should be provided and must show the following:</p> <ol style="list-style-type: none"> <li>Capacity in tons and/or maximum load moment.</li> <li>Customer.</li> <li>Country</li> <li>Year of commissioning into service.</li> </ol> <ul style="list-style-type: none"> <li>References of capacities below 120 tons and a load moment below 2000 m/t will not be considered.</li> </ul>
Crane Capacity and Speed Rates (main hook)	<ul style="list-style-type: none"> <li>Maximum propping base 7 m</li> <li>Minimum hook load 111 tons at 10 m in front of coupler, 5 m from track</li> </ul>

	<p>center</p> <ul style="list-style-type: none"> <li>• Minimum hook load 40 tons at 18 m radius 360°</li> <li>• Free on rail without propping on leveled and max elevated track</li> <li>• Minimum hook load 60 tons at 10 m beyond coupler.</li> <li>• Lifting height to be not less than 15 meters.</li> </ul>
Crane Capacity and Speed Rates (Hoisting speed full load)	<ul style="list-style-type: none"> <li>• Main hook - 2.5 meters/min with full load</li> <li>• Lowering speed - Equal to hoisting speed</li> <li>• Boom lifting time full Load from minimum to Maximum radius - 3.0 minutes</li> <li>• Load from minimum to Maximum radius - 3.0 minutes</li> <li>• Slewing speed through 360° - 0.75 rpm</li> <li>• Maximum towed speed - 80 km./h</li> <li>• Maximum self-propelled speed: <ul style="list-style-type: none"> <li>o Without suspended load - 20 km/h.</li> <li>o With suspended load - 6 km./h.</li> </ul> </li> </ul>
Standard Specifications	<ol style="list-style-type: none"> <li>1. Except where modified by the requirements of this specification, the work throughout shall comply with: EN 13000, 13001, 14033 and latest Amendments. Other Standards proved equivalent such as ASME or ISO are also accepted.</li> <li>2. If Bidders are unable to quote for materials complying with EN / ISO Standard, they may offer materials complying with equivalent recognized standard specifications provided that they are not inferior to the requirements of the EN/ISO Standards. Full particulars of the specifications proposed to comply with, together with notes if any deviations from the original specifications in EN/ISO Standard shall be set out in the bid in a tabular form.</li> <li>3. In addition to the information called for in the appendix to the appropriate EN/ISO standard the following particulars shall be furnished with the bid: <ol style="list-style-type: none"> <li>a) Drawings and details specification in duplicate of the cranes offered. The design drawings shall show the principal details, loading dimensions the total weight of each crane, the individual axle loads, etc.</li> <li>b) A detailed priced list with consecutive item numbers of the spare parts which the Bidder recommends for the supply with the crane for two year's maintenance.</li> <li>c) A detailed price list with consecutive article numbers of the emergency parts recommended by the bidder for delivery with the crane for the first 5 years.</li> <li>d) A complete list of the tools and appliances, including special tools, which will be supplied in accordance with the requirements.</li> </ol> </li> </ol>
Interchangeability and Use of Standard Parts	<p>So far as shall be practicable and compatible with the requirements of the contract all sub-assemblies and all appropriate parts of the crane being offered, shall be duplicates of or interchangeable with corresponding parts supplied on the crane and shall be the same quality of material and standard of workmanship.</p>
Materials & Quality	<p>The materials to be used in the manufacture and construction of the crane shall be of the quality best weighted to their respective purposes and shall comply with the requirements of the specifications.</p> <p>For proprietary components such as diesel engine, electrical equipment, transmission units etc., the manufacturer's specifications for the materials used will be accepted</p>

Engine Starting and Stopping	<ul style="list-style-type: none"> <li>Engine starting shall be by a DC electric motor battery operated. Provision shall be made for engine starting by connecting to external battery power supply.</li> <li>Engine stopping mechanism shall be made in a such a manner that in case of failure of any operating medium (e.g. lubricating oil pressure, etc.) this will result automatically in the engine being shut down.</li> </ul>
Fuel Tank Capacity	The fuel tank capacity shall be at least 800 liters.
Diesel Hydrostatic Drive System	<ul style="list-style-type: none"> <li>All principal motions of the railway breakdown crane shall be hydrostatically operated, the hydraulic circuit shall be designed so that each motion is independently, infinitely variable and fine control achieved by use of pilot operated control valves together with throttle control of the engine. Hydraulic overload valves shall automatically protect all hydraulic components for damage in the event of excessive pressure.</li> <li>The following main components are relevant: <ul style="list-style-type: none"> <li>(i) Main hoist,</li> <li>(ii) Slewing gear</li> <li>(iii) Derricking gear,</li> <li>(iv) Self-propulsion of the crane,</li> <li>(v) Boom telescoping,</li> <li>(vi) Wheel set blocking,</li> <li>(vii) Cant compensation</li> <li>(viii) Counter weight telescoping.</li> </ul> </li> </ul>
Couplers and Draw Gear	<ul style="list-style-type: none"> <li>The crane shall be fitted with MCA-DA type couplers (As per attached drawing No. Z. 7413/11) alteration 1,</li> <li>The height of the center line of the coupler above rail level shall be 584 mm. when the crane is in towing order and fitted with full size Tyres.</li> </ul>
Cooling Equipment	<ul style="list-style-type: none"> <li>Radiators and heat exchanger shall be of an approved make. The cooling capacity shall be adequate to permit the crane to develop its full rated output for the appropriate period under specified conditions of altitude and climate and with a margin of 30% to allow for a reduction of efficiency due to the coating of the inner or outer surfaces of the elements with scale of dirt. A pressurized water-cooling system may be used to ensure an adequate margin between the operating temperature of the cooling water and boiling point, and to reduce loss of water, particularly at high altitudes.</li> <li>Radiator water filling shall be by gravity.</li> <li>The design of the cooling system shall be such that water spillage is negligible. Provision shall be for complete drainage.</li> </ul>
Engine Oil Filter	<ul style="list-style-type: none"> <li>Provision shall be made for full flow heavy duty engine oil filter with a replaceable filter element shall be supplied.</li> </ul>
Fuel Filter	<ul style="list-style-type: none"> <li>Water separator and dual fuel filter with replaceable filter elements shall be supplied.</li> <li>A manual fuel pump with hoses of sufficient lengths with couplings shall be provided to refill the tanks manually from drums.</li> <li>A calibrated fuel gauge shall be fitted on the tank. And drain pipes with lockable stop cocks shall be provided.</li> <li>Adequate provision shall be made for filtering fuel oil, lubricating oil, and for the ready exchange or cleaning of filter elements.</li> <li>Fuel oil gauges shall be located in positions where they are readily visible, particularly during filling operations. The fuel gauges shall be calibrated to give the amount of fuel in the tank at all levels.</li> <li>Preferably spillage shall be returned to the fuel system without contamination.</li> <li>Recommendation for fuel, lubricating oils shall be sent in duplicate to the Chief Mechanical Engineer of the Purchaser well in advance of the completion of the crane to enable supplies to be ordered. Alternatives from several</li> </ul>

	reputable suppliers whose products are available in Tanzania shall be included.
Electrical System	<ul style="list-style-type: none"> <li>The electrical system shall be 24 volts DC.</li> <li>Batteries shall be of the alkaline type according to the standard of the Railway or as specified. Starting batteries shall be capable of supplying the starting motor at its rated capacity i.e rotating the engine at firing speed for at least five consecutive cycles, each cycle consisting of ten seconds running followed by 15 seconds at rest.</li> <li>Batteries shall be housed in containers of one or more compartments preferably isolated from the rest of the equipment. The design and location of the containers shall permit of easy access to each cell for servicing and they shall have a system of independent ventilation and drainage so that corrosive fumes and/or liquid cannot collect.</li> </ul>
Voltage Regulator	The voltage regulator shall be capable of maintaining the voltage throughout the full range of generator load and speed.
Cables and Conduits	<ul style="list-style-type: none"> <li>Impregnated asbestos, fabric or woven braid insulation is not acceptable.</li> <li>Wherever possible, cables must be laid in aluminum, steel or flexible plastic pipes to protect them from UV radiation and damage caused by external influences.</li> <li>All cable ends shall be clearly and indelibly marked with the cable reference number.</li> </ul>
Lighting	<ul style="list-style-type: none"> <li>Suitable lighting system shall at least be provided in the crane cab, engine and equipment compartments and for illuminating the cab instruments.</li> <li>One adjustable search light to be adjusted from the cabin.</li> <li>Two spotlights one on each side, on each telescopic section to illuminate the work area.</li> <li>One spotlight to illuminate the area behind the crane.</li> <li>Several lights in the machinery and engine compartment at least are light at each side of the machinery house.</li> <li>Florescent or equivalent lights to illuminate controls of the control panel in driver's cabin.</li> <li>Light to illuminate the controls at the under-carriage.</li> <li>The front shall receive 2 – white position lights, and the rear shall receive 2 – red position lights.</li> <li>One magnetic and rechargeable inspection lamp with charger inside the cabin.</li> </ul>
Driving Controls	<ul style="list-style-type: none"> <li>The driving controls of the crane with a single cab arrangement for driving in either direction shall have the driving controls arranged to permit the crane to be driven to either side with ease.</li> <li>A means for monitoring operation and abnormal conditions shall be incorporated in the control system.</li> <li>In working mode the travel brake is operated from the cabin while in towing mode the brakes are operated by the locomotive.</li> </ul>
Safety Devices	<ul style="list-style-type: none"> <li>The crane, as far as practicable be self-protecting in operation and the following safety devices shall be provided in addition to any which may be incorporated by the manufacturer: <ul style="list-style-type: none"> <li>i. A removable key or other device to prevent unauthorized starting of the Engine</li> <li>ii. An indicator to give warning of unduly high heating water temperature.</li> <li>iii. A device to prevent the engine running when oil pressure is below the Minimum operating pressure.</li> <li>iv. An ammeter for battery charge and discharge.</li> <li>v. A device to shut down the engine in the event of a governor or other failure causing it to over speed. A trip for operating this device when over speeding has not occurred shall be provided for test purposes and this may form the</li> </ul> </li> </ul>

	<p>secondary means of stopping the engine in case of an emergency.</p> <ul style="list-style-type: none"> <li>• The supplier may suggest variations of the above devices if considered desirable, or submit alternative proposals, but the above must strictly be coupled with unless written agreement to the contrary is given.</li> <li>• Load diagram shall be prominently displayed on each side of the crane, indicating operation limitations.</li> <li>• Limit switches shall be provided on hoisting and luffing motions.</li> <li>• The crane shall be equipped with safety devices to be defined in the tender that the crane will not be hauled when traction pinions are engaged.</li> <li>• Pressure limiting valves to protect hydraulic system and pump.</li> <li>• The crane shall be equipped with automatic devices to level the crane on super-elevations up to 80 mm for travelling with load and prevent derailing when propping in curves.</li> <li>• The Crane shall have provision for an electronic SAFE LOAD INDICATOR (SLI), i.e. an Electronics Warning System for following items; <ul style="list-style-type: none"> <li>- Load Indicator.</li> <li>- Cant Indicator.</li> <li>- Radius Indicator</li> <li>- Warning and cut out for max. load moment exceeding boom angles</li> <li>- Warning and cut out if the swivel angle is exceeded.</li> <li>- Multi-input alarm.</li> </ul> </li> </ul> <p>The system shall provide the Operator with a clear and continuous display of the crane's working condition.</p> <ul style="list-style-type: none"> <li>• The crane is controlled and monitored by a central control system. The manufacturer and the user to view the program and to the current status in the event of a fault. The manufacturer's view must be enabled by TRC.</li> </ul>
Super-structure	<ul style="list-style-type: none"> <li>• The superstructure frame shall be a torsion resistant welded construction of structural steel and shall be connected to the chassis under frame by a slewing roller bearing.</li> <li>• The superstructure shall accommodate the diesel engine and the driving gear for hoisting, slewing and luffing motion with easy access for maintenance.</li> <li>• The superstructure design shall incorporate movable tail ballast so that optimum duties can be achieved for both "free on rail" and "Propped up" conditions.</li> <li>• To reduce axle loads the counterweight may be detachable when in transit.</li> <li>• It is importation to ensure that critical axle loads on rail stresses are not exceeded.</li> <li>• The crane must be able to rotate 360° degrees and must be able to stop at any position and work if it is in a safe working mode.</li> </ul>
Under-carriage	<ul style="list-style-type: none"> <li>• The under-carriage shall be manufactured of welded plates and sections and shall be connected to the superstructure by means of an antifriction roller bearing slewing ring designed to take arising moments, vertical and horizontal forces. The under-carriage shall be covered where necessary with non-slip decking, easily to be cleaned.</li> <li>• The under-carriage shall be designed to be capable of withstanding a static compressive force of 200 tons and a minimum tensile load of 150 tons at the couplers center line from shunting and traveling duties.</li> <li>• The under-carriage shall be equipped with automatic cant compensation system to prevent derailing on uneven track and maintain stability and capacity in curves. The system must be of proven design.</li> </ul>
Outrigger	<ul style="list-style-type: none"> <li>• Each outrigger shall be fitted with suitable float of sufficient size to spread the propping load on a large area.</li> <li>• The floats shall be made from high tensile steel or equivalent material in order to withstand the high propping loads. They should weigh as less as</li> </ul>

	<p>possible at the same time.</p> <ul style="list-style-type: none"> <li>The outrigger arms should be operated from the cabin and in addition a separate control box for each outrigger arm must be mounted on the undercarriage and be easily accessible.</li> <li>The crane shall be leveled and stabilized on its outrigger at a maximum propping base of 7 m. To be able to work in embankment and cutting smaller propping bases shall be given.</li> <li>The four support arms must be mounted at the under-carriage. The support arms must swing out hydraulically and the extension of the support cylinders must also be done hydraulically. As indicated in point 29.3, the functions must be operable from the cab or from the control boxes of the under-carriage.</li> </ul>
Boom Construction	<ul style="list-style-type: none"> <li>The boom shall be of box type construction</li> <li>The telescopic boom shall allow telescoping with suspended load.</li> </ul>
Ring Bearing	<ul style="list-style-type: none"> <li>An antifriction roller bearing ring with internal or external toothing shall be provided to carry the superstructure and to enable 360° degrees free rotation with crane's rated load.</li> </ul>
Pulleys	<ul style="list-style-type: none"> <li>All pulleys shall be preferable made of welded steel or equivalent material and supported by ball or roller bearings, adequately guarded to retain the ropes in the grooves.</li> </ul>
Main Hoist System	<ul style="list-style-type: none"> <li>The system shall consist of one drive unit comprising on gear reducer driven by one hydraulic motor and a cable drum. The brake should be preferable friction disc brake.</li> <li>The gear reducer shall be of the totally enclosed type lubricated by splash oil. Open gearing is not acceptable.</li> </ul>
Boom Luffing System	<ul style="list-style-type: none"> <li>The boom luffing system of the boom type crane shall be by means of hydraulic cylinders.</li> </ul>
Slewing Systems	<ul style="list-style-type: none"> <li>The slewing system shall comprise of axial piston motor, reduction gear unit of fully enclosed design and laminar disc brake. The pinion shall mesh with a tooth ring bearing enabling 360° degrees free rotation with the crane's maximum rated load. The brake shall be operated automatically.</li> </ul>
Hoist, Slew and Derrick Motions.	<ul style="list-style-type: none"> <li>Brake shall be provided on these motions. The brake fitted to the hoist and derrick motions must be capable of arresting and holding the test loads with an ample margin of safety. The slew brakes shall be capable of being secured in the holding position.</li> <li>A separate operated air brake controlled from the driver's cabin shall be fitted to control the crane when traveling free on rails.</li> </ul>
Bogies	<ul style="list-style-type: none"> <li>The crane shall be equipped with bogie which shall be designed to provide good riding quality at the speed on track conditions given in this specification.</li> <li>The bogies shall be of welded or cast steel construction, H-shaped consisting of two longitudinal and double cross beam where the center pivot shall be housed, where a completely welded bogie is provided the whole structure shall be stress relieved after fabrication. The design shall ensure uniform axle load not exceeding 18 ton on all axle when running in train formation.</li> <li>The wheels shall be rolled steel, solid disc with wheel diameter of not less than 730 mm on tread when new. The axle box shall be fitted with SKF, AP-TIMKEN roller bearings for rail traction services.</li> <li>Disc brakes on all wheels shall be provided.</li> </ul>
Axle Boxes and Axle Guides	<ul style="list-style-type: none"> <li>Where roller bearing axle boxes are fitted inside the wheels or between the wheel, means shall be provided for inspection of the bearing without the necessity of pressing-off the wheel center or crank web.</li> <li>Axle box Guides fitted to plate frame shall be grade 'A' steel castings. They shall be machined where in contact with the frames and shall be registered against the edge of the crane frame gag and secured by fitted bolts with nuts and split pins. Alternatively, the axle box guides may be fabricated by welding</li> </ul>



	from steel plates and sections.
Brakes General	<ul style="list-style-type: none"> <li>Tenderers shall specify the brake system to be used for hoisting, slewing and boom luffing.</li> <li>The crane shall be fitted with one direct acting brake valve for the crane and an indirectly acting brake valve for both the crane and train. The direct brake valve shall incorporate a feature for emergency braking.</li> <li>Manual parking brakes shall be provided on both bogies and shall be operated through the same device and shall be applied by means of hand wheels or hand lever which shall be conveniently situated on sides of the undercarriage.</li> <li>Braking ratio in train formatting shall be 70%.</li> <li>The brake system shall be compatible with existing train brake system of TRC and shall be adopted to suit the Davis and Metcalfe, Knorr or Westinghouse.</li> <li>The tenderer shall give detailed information on his proposed braking system.</li> </ul>
Underframe Accessories	<ul style="list-style-type: none"> <li>The disposition of the equipment on the superstructure, underframe and bogies shall ensure efficient operation and easy accessibility for inspection and adjustment. Particular care shall be given to the positioning of brake cylinders, filters, drain corks traps and other parts which may require frequent attention, and also ensure that moisture collected in the system can be readily drained off.</li> </ul>
Brake Gear	<ul style="list-style-type: none"> <li>All wheels shall be braked. The brake cylinders shall be mounted on the bogies.</li> <li>The ratio of the braking force applied to the brake shoe acting on the tyres of one wheel pair to the axle load (adhesive weight) of that wheel pair in full working order conditions shall be 70.</li> <li>The force at the brake shoes shall be calculated on the following assumptions: <ul style="list-style-type: none"> <li>(a) Compressed air: 3.5 kg per sq. cm. applied to the Pressure on the effective area of the brake cylinder pistons screw efficiency of 33 1/3 percent.</li> <li>(b) Hand brake force of 48 kgf. applied to the wheel rim and a brake screw efficiency of 33 1/3 percent.</li> <li>(c) The efficiency of the brake rigging shall be assumed to be 100% when calculating the above brake shoe forces.</li> </ul> </li> </ul>
Air Reservoirs	<ul style="list-style-type: none"> <li>Air reservoir shall be of ample capacity for the duties they have to perform and the total capacity of the main reservoirs shall be stated in the tender. They shall be of welded construction.</li> <li>Drain valve shall be fitted to the main reservoirs.</li> </ul>
Air Compressors	<ul style="list-style-type: none"> <li>Air compressors shall be of ample capacity to perform their duties under the specified service conditions.</li> <li>The air compressors shall be either water cooled or air cooled but where air cooled compressors are provided, they shall be mounted so that adequate supply of cooling air to flow over them.</li> </ul>
Pipe Work	<ul style="list-style-type: none"> <li>The pipe work of all water, oil and air systems shall be as simple as possible, with maximum accessibility to pipe fittings, joints, etc. Care shall be taken to ensure that in the event of leakage, oil or water cannot damage electrical or other equipment. Provision shall be made for drainage of air pipes at all points where condensate may collect.</li> <li>The arrangement of the end hose couplings and isolating corks must be exactly as the rolling stock of TRC, as shown in drawing No. 20773 issues C, with the handle of the cocks pointing down words when the corks are open except that the cocks shall be of the spherical seated type.</li> <li>Flexible hose connections, readily replaceable, shall be provided wherever relative movement may occur between pipes and fittings. Flexible connections with special and fittings shall be of a type which will permit the easy renewal of</li> </ul>

	the flexible hose and the reuse of the end fittings.
Operator's Cabin	<ul style="list-style-type: none"> <li>One cabin shall be provided to control all crane motions. The cabin shall be constructed of steel, mounted on anti-vibration rubber mounting and shall be separated for the engine and machinery compartment.</li> <li>The cabin shall be entirely weather proof, adequately insulated from heat and noise. Fans shall be provided for fresh air circulation.</li> <li>The operator's seat shall be fully suspended and adjustable, horizontally and vertically.</li> <li>Tinted safety glass shall be provided the cabin and window design shall offer optimum visibility in all directions. Front windows shall be provided with electrically operated wipers, washer.</li> <li>The cabin door shall be lockable with a suitable lock and keys. Padlocks are not acceptable.</li> </ul>
Operator's Control Panel	<ul style="list-style-type: none"> <li>The control panel shall include all necessary controls for normal crane operations. All control wiring shall terminate on terminal blocks appropriately marked with corresponding wire numbers. All control equipment shall be dimensioned for heavy duty continuous operation.</li> <li>The cabin must have a central display in the crane driver's field of vision that summarizes all information about all systems. Systems that are not digitally recorded may be displayed in analogue form.</li> </ul> <p>The safe load indicator must display to the operator the position of outriggers, the position of boom, position of counterweight, boom angle, working radius and maximum permissible load.</p>
Safety Devices	<ul style="list-style-type: none"> <li>The crane, as far as practicable shall be self-protecting in operation and the following safety devices shall be provided in addition to any which may be incorporated by the manufacturer. <ul style="list-style-type: none"> <li>i. A removable key or another device to prevent unauthorized starting of the engine.</li> <li>ii. A device to prevent the engine running when oil pressure is below the minimum operating pressure.</li> <li>iii. An indicator to give warning of unduly high heating water temperature.</li> <li>iv. An ammeter for battery charge and discharge</li> <li>v. A visual water flow indicator or sight glass in the cooling system pipe work to indicate that water is flowing.</li> <li>vi. A device to shut down the engine in the event of a governor or other failure causing it to over speed shall be installed. Shut down must follow an audible and visible warning and the derating of engine performance before finally shut down to avoid effect on the safety of the crane during lifting operation. A trip for operating this device when over speeding has not occurred shall be provided for test purposes.</li> </ul> </li> <li>Tue Contractor may suggest variations of the above devices if considered desirable, or submit alternative proposals, but the above must strictly be coupled with unless written agreement to the contrary is given.</li> <li>On top of the superstructure one or two lights with three different colors shall be installed. Indicating green for free capacity, yellow for reaching 90 percent capacity and red for 100 percent.</li> <li>Limit switches shall be provided on hoisting and luffing motions.</li> <li>The crane shall be equipped with safety devices to be defined in the tender that the crane will not be hauled when traction pinions are engaged.</li> <li>Pressure limiting valves to protect hydraulic system and pump.</li> <li>The crane shall have provision for an electronic SAFE LOAD INDICATOR (SLI), i.e., an electronics Warning System for following items: <ul style="list-style-type: none"> <li>i. Load Indicator.</li> <li>ii. Cant Indicator.</li> <li>iii. Radius Indicator</li> <li>iv. Excessive Jib Angle Warning</li> <li>v. Mult-input alarm</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>The system shall provide the Operator with a clear and continuous display of the crane's working condition.</li> <li>In case of a system failure, it shall be possible to continue the operation in a bypass mode where necessary valves are operated by remote control and not manually inside the machine where man may put in danger.</li> </ul>
Audible Warning	<ul style="list-style-type: none"> <li>A horn (or horns) shall be provided for use by crane operator to draw attention of people at the work site.</li> <li>Buzzer shall be used to warn or draw the operator's attention for dangerous operations.</li> </ul>
Motions	<ul style="list-style-type: none"> <li>All crane motions, i.e. travel, slewing, luffing, hoisting, etc. shall be operated and controlled by the hydraulic system.</li> <li>The system shall allow hoisting, slewing and luffing motions simultaneously.</li> <li>All hydraulic circuits shall be properly equipped with check and holding valves for safe operation and protection.</li> </ul>
Standby Power Unit	<ul style="list-style-type: none"> <li>A standby power unit consisting of one diesel engine, 24 volts generator and one gear type hydraulic pump with related hydraulic components shall be installed in the main engine compartment. With the auxiliary engine it should be possible to bring back the crane into transport position (in case of the main engine fails).</li> <li>The power unit shall be adequately rated to operate any of the crane's motion at low speed and the lighting system in case of failure of the main engine.</li> </ul>
Wire Ropes	<ul style="list-style-type: none"> <li>All ropes shall be supplied complete with fittings. The rope drums shall be machine grooved of sufficient width.</li> <li>Wire rope lengths shall be such as to allow all operations between the limits of each function as specified or indicated while maintaining a minimum of three turns on the drum.</li> <li>Final test certificates for all wire ropes are to be furnished.</li> </ul>
Drums And Sheaves	<ul style="list-style-type: none"> <li>Rope drums and sheaves shall be of high-grade cast steel or equivalent material with machined grooves. The grooves shall be smooth and well-rounded and shall have a depth and groove pitch compatible with the wire rope that will be pooled.</li> <li>The drums shall be mounted on shaft utilizing antifriction type bearings to assure shaft alignment and to minimize vibration. Sheaves shall be provided with steel guards to prevent the ropes jumping out of the grooves.</li> </ul>
Lubrication	<ul style="list-style-type: none"> <li>Lubrication of all mechanical operating parts shall be provided in accordance with manufacturer's instruction. For all speed reducers oil type lubrication shall be provided. Other mechanical parts shall be lubricated by means of high-pressure grease.</li> </ul>
Fire Extinguisher	<ul style="list-style-type: none"> <li>Portable hand fire extinguishers of the CO2 type and of at least 4.54 kg. capacity shall be provided on the crane. The extinguisher drum or head shall have facility for checking whether Co2 is still active or has expired. The extinguisher shall be positioned so as to be readily accessible in emergency both from within and from outside of the engine compartment or driver's cabin.</li> </ul>
Tools	<ul style="list-style-type: none"> <li>A complete set of tools and appliances necessary for the operator and maintenance of the crane shall be provided. Similarly special tools for general workshop equipment which may be required for the maintenance of the crane and lifting tackle shall be supplied.</li> </ul>
Match Wagons	<ul style="list-style-type: none"> <li>The match wagons deemed to be part of the supply and must carry counterweights, lifting beam and accessories.</li> </ul>

Accessibility	<ul style="list-style-type: none"> <li>• Free and easy access shall be provided for maintenance personnel and for tools and equipment which are required to perform the repair task.</li> <li>• All drain plugs and filter elements shall be easily accessible for maintenance.</li> </ul>
Inspection, Testing and Training	<ul style="list-style-type: none"> <li>• Preliminary tests on the components and the complete crane to check their proper operation shall be carried out by the Supplier or sub-contractor before they are offered to the Inspector for acceptance.</li> <li>• The whole of the work shall be to the satisfaction of the Chief Inspecting Engineer and any part found to be defective, or not in accordance with the specified requirements, shall be liable to rejection. The Supplier shall submit for approval general particulars of the proposed testing procedure for the crane as soon as possible after the order is placed.</li> <li>• The approval schedule shall be subject to any reasonable additions or alterations found necessary by the Inspector during testing.</li> <li>• All tests shall be carried out in the presence of the Inspector, unless otherwise agreed.</li> <li>• The supplier shall arrange, at its own cost, Final inspection of the Crane by nominated 2 (two) representatives of TRC at its premises before dispatch.</li> <li>• Further, the supplier, at his own cost, shall train 3 (three) nominated officials of the Purchaser for a period of at least one week at manufacturers premises. The cost shall include air fare, boarding, lodging and travelling expenses.</li> <li>• In addition, the supplier shall have to train, at his own cost, a group of 6 (six) technicians and an Engineer for at least 2 (two) weeks for operation and maintenance of the Crane at the site after the commissioning.</li> </ul>
Materials Testing	<ul style="list-style-type: none"> <li>• The crane will only be shipped after all inspections have been carried out and certificate of Inspection issued out.</li> <li>• The facilities shall be provided by the supplier for testing and inspection purpose free of charge.</li> </ul>
Painting And Marking	<ul style="list-style-type: none"> <li>• Crane shall be supplied fully painted in finish colors. Materials used for painting and the ingredients of which they are composed shall be of the best quality and comply with relevant specification.</li> <li>• For this purpose, one of the under noted methods shall be used as expedient, subject to approval of Inspector: <ul style="list-style-type: none"> <li>i. Shot blasting</li> <li>ii. Pickling by an approved process,</li> <li>iii. Mechanical cleaning with power tools,</li> <li>iv. Hand cleaning by, scrapping and use of brush</li> </ul> </li> <li>• The color scheme of the crane shall be agreed after the order has placed. One coat of anti-corrosive primer followed by one coat of suitable undercoat.</li> </ul> <p>All bright parts of the crane shall be well protected by an approved corrosion preventive compound or process.</p>
Spare Parts and Tools	<ul style="list-style-type: none"> <li>• The crane shall be accompanied by maintenance spares, consumables and special tools, if any, required for the use during the first 2 (two) years. The tenderers shall submit with their bid, price list of spare parts and tools for the same, duly indicating the unit price, quantity and value for each item.</li> </ul>

#### 4. Drawings

**Tender Number:** TR126/2024/2025/G/156

**LOT NO.** TR126/2024/2025/G/156

**Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR**

#### **31122127 Plant and Machinery**

Attachment is not Applicable for this item.

## 5. Inspections and Tests

Tender Number: TR126/2024/2025/G/156

LOT NO. TR126/2024/2025/G/156

Procurement of re-railing equipments and 150 tones rail mounted breakdown crane for MGR

GFS Code: 31122127 - Plant and Machinery

### Rail Mounted Breakdown (Rescue) Crane

Inspection Item	Inspection Description
Items subject to Inspection and Tests	Rail Mounted Breakdown (Rescue) Crane
Type of inspection or tests and the standards to be met	<ul style="list-style-type: none"><li>Preliminary tests on the components and the complete crane to check their proper operation shall be carried out by the Supplier or sub-contractor before they are offered to the Inspector for acceptance. (Factory Acceptance Test and Site/Running Acceptance Test)</li></ul>
Location of the inspection or tests	To the manufacturer factory for FAT and TRC truck lines for Site/Running Acceptance Test
Inspection agency	TRC teams
Timing of the inspection	Not less than two (2) weeks for Factory Acceptance Test, and not less than 5000km for Site/Running Acceptance Test
Notifications or documentation required from the provider	Provision of designed drawings and other important documentations from the supplier before commencement Manufacturing
Provision of any samples for inspection	Provision of designed drawings and other important documentations from the supplier before commencement Manufacturing
Cost of the inspection	The arrangement and cost for any re-inspection shall be done negotiable by both parties, but the whole Cost of inspection shall be borne by the contractor
Arrangements and costs for any re-inspection required	The arrangement and cost for any re-inspection shall be done negotiable by both parties, but the whole Cost of inspection shall be borne by the contractor
Any other relevant details	1. Operational Manual (Both hard copy and soft copy) 2. Maintenance Manual (Both hard copy and soft copy) 3. Drawings (Both hard copy and soft copy)
Costs for any re-inspection required	The arrangement and cost for any re-inspection shall be done negotiable by both parties, but the whole Cost of inspection shall be borne by the contractor

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

## **SECTION VIII: GENERAL CONDITIONS OF CONTRACT**



## GENERAL CONDITIONS OF CONTRACT

GCC Description	GCC Sub- Clause	GCC Sub Clause Description
1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> <p>b) "<b>The Contract</b>" means the agreement entered into between the Purchaser (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>c) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b></p> <p>d) "<b>Completion</b>" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract as specified in the <b>SCC</b></p> <p>e) 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>f) <b>Days</b> are calendar days</p> <p>g) "<b>Defective Goods</b>" are goods that are below standards, requirements or specifications stated by the Contract.</p> <p>h) "<b>Delivery</b>" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.</p> <p>i) "<b>Effective Contract date</b>" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>j) "<b>Eligible Country</b>" means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>k) "<b>End User</b>" means the organization(s) where the goods will be used, as <b>named in the SCC</b>.</p> <p>l) "<b>Force Majeure</b>" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>m) "<b>GCC</b>" means the General Conditions of Contract contained in this section.</p>

		<p>n) The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b></p> <p>o) "<b>The Purchaser</b>" means the Procuring Entity purchasing the Goods and related service as named in the <b>SCC</b></p> <p>p) "<b>The Related Services</b>" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>q) "<b>The Project Name</b>" means the name of the project stated in <b>SCC</b>.</p> <p>r) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>s) "<b>SCC</b>" means the Special Conditions of Contract.</p> <p>t) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>u) The "<b>Supplier</b>" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier. Details of the supplier will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>v) The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Purchaser, as included in the contract.</p> <p>w) "<b>Base Date</b>" means the date 30 days prior to the latest date for submission of the Tender.</p> <p>x) The <b>Project Manager</b> is the person (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.</p>
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2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(1) Form of Contract,</p> <p>(2) Letter of Acceptance</p> <p>(3) Special Conditions of Contract,</p> <p>(4) General Conditions of Contract,</p> <p>(5) Specifications</p> <p>(6) Drawings if any</p> <p>(7) Completed Schedules (including Price Schedules), and</p> <p>(8) Any other document listed in the <b>SCC</b> as forming part of the Contract. (Such as Minutes of Negotiations if any shown as Appendices: Appendix 1 - Appendix nth)</p>
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the <b>SCC</b> .
	3.2	If the Condition 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 Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in <b>SCC</b> . Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.

5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	8.4	The Supplier shall permit the Government of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	"The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract. Nevertheless, before discharge of the same, the performance security will be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in

		accordance with GCC 18.2, unless otherwise specified in <b>SCC</b> .
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
11. Inspections and Test	11.1	The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. The Purchaser's additional requirement for test is as indicated in <b>SCC</b> .
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
	11.4	The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the United Republic of Tanzania shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC 10 [Performance Security] shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the Purchaser.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. Upon shipment, the Supplier

		<p>shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including the contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.</p> <p>(a) <b>For goods from Abroad</b> the Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non-negotiable bill of lading;</li> <li>(iii) One original plus four copies of the packing list identifying the contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of the country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate; or</li> <li>(viii) Any other additional shipping details of goods from abroad and/or other documents <b>specified in SCC</b> to be furnished by the Supplier</li> </ul> <p>The above documents shall be received by the Purchaser at least one week before the arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris as specified in the SCC.
	13.3	Documents to be submitted by the Supplier <b>for goods delivered from Tanzania</b> includes Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report. Any other if specified in SCC.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured. The minimum proposed insurance shall be equal to 110 percent or in any number above that specified in <b>SCC</b> based on CIF or CIP value of the Goods from warehouse to warehouse on all risks in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery of goods. Unless otherwise stated in the <b>SCC</b> list of other insurance (if applicable) are specified by the Procuring Entity.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a

		specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
		b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts to assure ex-stock supply of consumable spares for the Goods to be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit for goods manufactured or distributed by the supplier as specified in <b>SCC</b> .
		a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b) In the event of termination of production of the spare parts:
		i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
		ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
	.	
18. Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the

		United Republic of Tanzania.
	18.2	<p>This warranty shall remain valid for a period specified in the <b>SCC</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC; or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees.</p> <p>The rate of these liquidated damages shall be specified in <b>SCC</b> of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
	18.3	The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
19. Payment	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Payment for Goods supplied from abroad:</b></p> <p>Payment of the foreign currency portion shall be made for:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 upon submission of a claim and a bank guarantee for an equivalent amount valid until the Goods are delivered and, in the form, acceptable to the Purchaser.</p> <p>(ii) On Shipment: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 for the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank of its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance: (%) percentage of the Contract price stated in <b>SCC</b> shall be paid within period stated in GCC19.3 based on receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>



		Payment of local currency portion shall be made within period stated in GCC19.3 based on presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed as specified in SCC.
	19.1	<p><b>(b) Payment of Goods from Within Tanzania</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 against bank guarantee for the equivalent amount in the form provided for Advance Payment Guarantee or any other form acceptable to the Purchaser.</p> <p>(ii) On Delivery: (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 on receipt of the Goods and upon submission of the documents specified in GCC 13.3.</p> <p>(iii) On Acceptance: The remaining (%) percentage of the Contract price stated in SCC shall be paid within period stated in GCC19.3 after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
	19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Purchaser, within twenty-eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be.
	20.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components shall be done in accordance with the formula shown by GCC 20.4.
	20.4	<p><b>Price Adjustment Formula</b></p> <p>If in accordance with GCC 20.2 and 20.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment:</p>

		<p>Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula:</p> $P1 = P0 [a + bL_1/L_0 + cM_1/M_0] - P0$ <p>Whereby <math>a+b+c = 1</math></p> <p>in which:</p> <p>P1 = adjustment amount payable to the Supplier.</p> <p>P0 = Contract Price (base price).</p> <p>a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.</p> <p>b = estimated percentage of labor component in the contract price.</p> <p>c = estimated percentage of the material component in the Contract Price.</p> <p>L0, L1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.</p> <p>M0, M1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.</p> <p>The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:</p> <p>a = [insert value of coefficient]</p> <p>b= [insert value of coefficient]</p> <p>c= [insert value of coefficient]</p> <p>Base date = thirty (30) days prior to the deadline for submission of the bids.</p> <p>Date of adjustment shall be the the mid-point of the period of manufacture.</p> <p>The above price adjustment formula shall be invoked by either party subject to the following further conditions:</p> <p>(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.</p> <p>(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be <math>Z0/Z1</math>, where</p> <p><math>Z_0</math> = the number of units of currency of origin of the indices which equal to one unit of the currency of the Contract Price on the Base Date; and</p> <p><math>Z_1</math> = the number of units of currency of origin of the indices which equal to one unit of the currency of the Contract Price on the Date for Adjustment.</p> <p>(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.</p>
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21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b) The method of shipment or packing;
		c) The place of delivery; and/or
		d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.  Any claims by the Supplier for adjustment under this clause must be asserted within thirty(30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in

		<p>the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the</p>
		Purchaser may consider termination of the Contract pursuant to this Clause.
27. Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or
		b) the Supplier fails to perform any other obligation(s) under the Contract;
		c) The supplier has abandoned or repudiated the contract.
		d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment;
		f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and
		g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	27.3	For the purpose of this clause:
		"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;
		"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;
		"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 Purchaser and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;
	27.4	"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;
		In the event the Purchaser terminates the Contract in whole or in part, pursuant

		to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a prompt Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		a) To have any portion completed and delivered at the Contract terms and prices; and / or
		b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration
	31.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

		finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the <b>SCC</b> .
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
		b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
33. Notices	33.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address. Details of the Supplier Address will be available in the Contract Finalization Information Section in the Contract Agreement.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## **SECTION IX: SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(a)	Tanzania Institute of Arbitrators (TIARB).
2.	Commencement Period	1.1(c)	21 days after signing the contract.
3.	Completion period	1.1(d)	360 days.
4.	Intended Delivery Date	1.1(n)	01/10/2026.
5.	Name of Purchaser	1.1(k & o)	TANZANIA RAILWAYS CORPORATION P.O.Box 76959
6.	Project Name	1.1(q)	PROCUREMENT OF RE-RAILING EQUIPMENT AND 150 TONES RAIL MOUNTED BREAKDOWN CRANE FOR MGR .
7.	End User Name End User Address	1.1(k)	Tanzania Railways Corporation Tanzania Railways Corporation, Director General's Office, Sokoine Drive, P. O. Box 76959, Dar es Salaam, TANZANIA, Telephone: +255 222112695, Telefax: +255 22 2116525 / +255 22 2127404, Email address: barua@trc.co.tz / dg@trc.co.tz , Website: https://www.trc.co.tz.
8.	Other Documents Forming the Contract	2.3	Not Applicable.
9.	Conditions Precedent	3.1	Not Applicable.
10.	Date for meeting Condition precedent	3.2	Not Applicable.
11.	Applicable Laws	5.1	Law of Tanzania.
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security - Bank Guarantee shall be applicable. The amount of Performance Security shall be 10 percent.
13.	Reduction of Amount of Performance Security	10.3	The performance security will be discharged: 15 percent of the Contract Amount.
14.	Additional Required Inspections and Tests	11.1	Additional Inspections and Tests Requirements are: Comply with specification
15.	Additional Packing Requirements of Goods	12.2	Not Applicable.
16.	Delivery Documents of Goods from Abroad	13.1	(a) For Goods supplied from abroad: Additional Shipping requirements are  Bill of Landing  Parking list  Supplier's delivery note



			Insurance Certificate  Supplier's Invoice
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): Incoterms 2020.
18.	Delivery Documents of Goods from Tanzania	13.3	For Goods from within the United Republic of Tanzania: Additional Delivery Documents are: Not Applicable
19.	Insurance	14.1	The Insurance shall be in an amount equal to 150 Percent of Contract Amount.
20.	Incidental Services	16.1	Additional Incidental services to be provided are: For goods manufactured in Tanzania are Not Applicable  For goods to be Imported are Not Applicable
21.	Spare Parts	17.1	Additional spare parts requirements are: Mandatory Spare parts
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be 2400.
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: 14 days.
24.	Payment of Goods from Abroad	19.1	<b>Payment for Goods supplied from abroad:</b> (i) <b>Advance Payment:</b> 15 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering documents or another form acceptable to the Procuring Entity. (ii) <b>On Shipment</b> 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.1. (iii) <b>On Acceptance:</b> 85 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. Payment of local currency portion shall be made in 100 percent within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
25.	Payment of Goods from Within Tanzania	19.1	<b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b> Payment for Goods and Services supplied from within the United Republic of Tanzania shall be

			<p>made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment:</b> 15 percent of the contract price, shall be made within thirty (30) days from the day of signing the contract, submission of a claim, and advance payment security for the equivalent amount in the form provided for in the tendering documents or another form acceptable by the Procuring Entity, valid until the goods are delivered, received and accepted.</p> <p>(ii) <b>On Delivery:</b> 0 percent of the Contract Price shall be paid within twenty-eight (28) days from the day of receipt of goods, submission of claim and upon fulfillment of the documents specified in GCC 13.3.</p> <p>(iii) <b>On Acceptance:</b> The remaining 85 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier interest on the late payment made by Purchaser shall be 0 percent.
27.	Currencies of Payment	19.4 & 19.5	The Tanzanian Shilling.
28.	Price Adjustment	20.2	Not Applicable
29.	Liquidated Damages	26.1	The Liquidated Damage shall be 0.2 percent. The maximum deduction is equal to the performance security.
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	The arbitration Institution will be Tanzania Institute of Arbitrators (TIARB) and the place for arbitration is Tanzania.
31.	Addresses for Issuing Notices: Purchaser	33.1	The TANZANIA RAILWAYS CORPORATION of P.O.Box 76959.

## **CONTRACT FORMS**

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

LETTER HEAD

***NOTICE OF INTENTION TO AWARD A CONTRACT***

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

[SUPPLIER'S NAME AND ADDRESS]

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

Reference is made to the above subject matter.

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

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

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

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

[AUTHORIZED SIGNATURE]

[NAME OF SIGNATORY]

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

LETTER HEAD

*LETTER OF ACCEPTANCE*

[NOTIFICATION DATE]

[SUPPLIER'S NAME AND ADDRESS]

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

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

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

[AUTHORIZED SIGNATURE]

[NAME OF SIGNATORY]

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

**Attachment: Draft Contract**

Cc: PPRA

CAG

Office of Attorney General

GAMD

IAG

TRA

Adjudicator's Appointing Authority (*where applicable*).

## Form of Agreement

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

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

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

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz., [insert brief description of goods and services] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [insert contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) Form of Agreement,
  - (b) Letter of Acceptance
  - (c) Form of Tender
  - (d) Special Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications
  - (g) Completed Schedules (including Price Schedules), and
  - (h) [Other relevant document(s): [List any]]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  - b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER	THE SUPPLIER
Name: ..... (Authorized Representative)	Name: ..... (Authorized Representative):
Designation: .....	Designation: .....
Signature: .....	Signature: ..... Date: .....
Date: .....	WITNESS Name: .....
WITNESS	

Name: .....

Designation: .....

Designation: .....

## Performance Securing Declaration

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

Contract No.: [insert Contract number]

To: [insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.

2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

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

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

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

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

Dated on day of \_\_, [insert date of signing]

Corporate Seal (where appropriate)



**Performance Security Form  
Bank Guarantee**

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

To: [name of Purchaser]

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

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

Performance Security  
Performance Bond

[Guarantor letterhead]

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

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

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

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

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

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

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

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

SIGNED ON      on behalf of

By      in the capacity of

In the presence of

SIGNED ON      on behalf of

By      in the capacity of

In the presence of

## Advance Payment Security

[name of Purchaser]

[name of Contract]

Gentlemen

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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[name of bank or financial institution]

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[address]

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[date]