

**Sayı:** 17812098-TİM.AKİB.GSK.SAN.2026/152-1015  
**Konu:** Tanzania Tıbbi Depolar Kurumu (MSD) İhale Duyurusu

Mersin, 03/03/2026

**Sayın Üyemiz,**

Ticaret Bakanlığından iletilen e-postada, Tanzania Sağlık Bakanlığı Tıbbi Depolar Kurumu (MSD) tarafından duyurusu yapılan aşağıda detayları bulunan ihale duyurusuna ilişkin bilgiye ilişikteki dosyadan ve aşağıdaki linki bulunan ihale sisteminden erişim sağlandığı belirtilmektedir.

Bilgilerini rica ederim.

**Dr. Osman ERŞAHAN**  
**Genel Sekreter Yrd.**

**Yetkili Satıcılardan Radyoloji ve Görüntüleme Kontrast Maddeleri ile Tüketim  
Malzemelerinin Temini**  
**Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized  
Dealers**

**Çerçeve/Framework No:** FA/2025/2026/137/TR177/G/96

**Son Başvuru Tarihi:** 09.03.2026

[NeST - National e-Procurement System of Tanzania](#)

**Ek: İhale Duyuru**





**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH  
MEDICAL STORES DEPARTMENT**



**INVITATION FOR TENDER**

**FOR**

**SUPPLY OF HEALTH SECTOR GOODS UNDER CLOSED FRAMEWORK CONTRACT**

**FRAMEWORK NO.: FA/2025/2026/137/TR177/G/96**

**FOR**

**Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers**

**25/02/2026**

**2.03.2026 / 2.946**

## LIST OF ABBREVIATIONS

AO	Accounting Officer
Cap	Chapter
ES- MSIP	Environmental Social Management Strategies and Implementation Plan
FY	Financial Year
GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet
TMDA	Tanzania Medicines and Medical Devices Authority
WHO	World Health Organization

2.03.2026 / 2.946

## SECTION I: INVITATION NOTICE FOR TENDERS

2.03.2026 / 2.946



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH  
MEDICAL STORES DEPARTMENT**



**Framework Tender No. FA/2025/2026/137/TR177/G/96**

**FOR**

**Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers**

25/02/2026

1. The Government of Tanzania has set aside funds for the operation of the MEDICAL STORES DEPARTMENT during the financial year 2025/2026. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the framework contract for the Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers.
2. The MEDICAL STORES DEPARTMENT now invites tenders from eligible all eligible tenderers for Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers.
3. Tendering will be conducted through the Restricted International Competitive Tendering method specified in the Public Procurement Act, Cap 410 and is open to specified in paragraph 3 of this IFT.
4. A complete set of tendering document(s) in English may be accessed through NeST.
5. Tenderers are required to register on the National electronic Procurement System of Tanzania (NeST) and pay tender participation fee as indicated in the NeST to be able to participate in this tendering process.
6. All tenders must be accompanied by a Tender Securing Declaration in the form provided in the tendering document.
7. All tenders must be appropriately filled in and submitted through NeST at or before 09/03/2026 and 2:00 PM. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.
8. Tenders not received through NeST shall not be accepted for evaluation irrespective of the circumstances.
9. The successful supplier with a Framework agreement will be issued a Call-off Contract through a process defined in the Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on PE to procure goods under a Call-off Contract.
10. The Framework Agreements shall be concluded for a term of 1095 days. PE may invite new bidders anytime when the need arises.

**Director General**

**P.O.BOX 9081 TEMEKE, DAR ES SALAAM**

2.03.2026 / 2.046

## SECTION II: INSTRUCTIONS TO TENDERERS

2.03.2026 / 2.946

## A. Introduction

SN	ITT	ITT Clause	ITT Clause Description	
1.	Scope Tender Tendering Method	of and	1.1.	<p>The Procuring Entity (PE), as specified in the Tender Data Sheet (<b>TDS</b>) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods specified in the <b>TDS</b> which may include pharmaceuticals, medical equipment and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements as specified in Section VII-Schedule of Requirements under a Framework Agreement arrangement.</p> <p>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 Contract duration shall be as specified in the <b>TDS</b>.</p>
			1.2.	<p>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 Tender (ITT) 3 [Eligible Tenderers].</p>
			1.3.	<p>Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).</p>
2.	Source Funds	of	2.1.	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity 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 related goods and or services as described in the <b>TDS</b>.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the Procuring Entity 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 described in the <b>TDS</b>, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the <b>TDS</b>.</p>
			2.2.	<p>Payments will be made directly by the Procuring Entity (or by financing institution specified in the <b>TDS</b> upon request of the Procuring Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.</p>
3.	Eligible tenders		3.1.	<p>The Invitation for tenders (IFT) is open to all tenderers except where is otherwise specified in the <b>TDS</b>. A Tenderer may be a natural person, company or firms, or public or semi- public agency of Tanzania and foreign countries, subject to ITT 3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a Joint Venture, consortium, or association (hereinafter referred as JVCA).</p>

2.03.2026 / 2.946

			3.2.	For a JVCA to be eligible, each member of JVCA is required to be eligible to participate in public procurement and where one party is deemed to be ineligible, the whole JVCA shall be declared ineligible.
			3.3.	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 as specified in the <b>TDS</b> , 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.
			3.4.	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE
			3.5.	Any signed agreement that forms a JVCA or a Letter of Intent to execute a JVCA Agreement shall be attested and submitted as part of the Tender. Where a Letter of Intent to execute a JVCA is submitted, a draft JVCA Agreement shall also be submitted as part of the tender.
			3.6.	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.
			3.7.	A breach of the terms and conditions of JV by either party may lead to termination of the Contract or other legal measures, including debarment of the JV and its Directors.
			3.8.	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.
			3.9.	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: a) is 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 supplies and services to be purchased under this Invitation for Tenders; or b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or

2.03.2026 / 2.946

				<p>d) have the same legal representative for purposes of this tender; or</p> <p>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</p> <p>f) submit more than one tender in this tendering process, However, this does not limit the participation of subcontractors in more than one tender, or as Tenderers and subcontractors simultaneously; or participated as a consultant in the preparation of the design or technical specifications of the supplies and services and related services that are the subject of the tender.</p>
			3.9.	<p>A tenderer may be ineligible if:</p> <p>(a) the tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favour of the tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against the tenderer involving:</p> <p>(i) an order suspending payments;</p> <p>(ii) 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 misconduct;</p> <p>(e) the tenderer is debarred in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals; and</p> <p>(f) the tenderer is from an ineligible country as specified in Section VI [Eligible Countries] of the tendering document.</p>
			3.10.	<p>Public or Semi-public owned enterprises in the Government of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law by the relevant registration board or authorities and if they are not dependent agency of the Government.</p>
			3.11.	<p>Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.</p>

2.03.2026 / 2.946

			3.12.	Public or Semi-public owned enterprises in the Government of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law by the relevant registration board or authorities and if they are not dependent agency of the Government.
			3.13.	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.
			3.14.	Tenderer shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
			3.15.	Tenderers shall if so indicated in the TDS submit proposals to relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent (10%) of the tender price is envisaged.
			3.16.	JVCA or sub-contracting for tenders falling under preference schemes shall follow the nature, conditions and modalities as provided under ITT 33 [National Preference], ITT 34 [Exclusive Preference] and ITT 35 [Preference under Sub-contracting arrangement by a foreign tenderer].
			3.17.	Subject to ITT 3.1 and 3.14, Tenderers must meet the qualification criteria specified under Section IV-Qualification and Evaluation Criteria.
4	Eligible Goods and related services		4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and related services.
			4.2	For the purposes of this Clause, the term “goods” includes Health commodities, raw materials, machinery, equipment and Biomedical plants, and “related services” includes services such as insurance, installation, training and initial Maintenance.
			4.4	The nationality of the firm that produces, assembles, distributes, or sells goods and related services shall not determine their origin.
			4.5	To establish the eligibility of the goods and Related Services, Tenderers shall fill the country of origin declarations in the Price Schedule included in the Forms 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 Supplies indicated in its Tender.
5	One Tenderer per lot		5.1	A Tenderer shall submit only one Tender, in the same tendering process, either individually or as a partner in a JVCA
			5.2	No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same Tendering process.
			5.3	A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.

2.03.2026 / 2.946

			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.
			5.5	If it is so specified in <b>TDS</b> Tenderers are invited to tender their prices for one or more items. The Framework Agreements (FWA) may be concluded with more than one tenderer for one item/lot/package. In case FWA is concluded with multiple awards, the first ranked lowest evaluated bidder will be considered first for each call off order issued, and when the first ranked lowest evaluated bidder fails to comply with the agreed delivery schedule, the purchaser reserves the right to issue call off order to the next ranked bidder consecutively.
6.	Cost of tendering		6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except where the PE is ordered by the PPAA to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.

2.03.2026 / 2.946

## B. Tender Documents

7.	Content of Tendering Documents	7.1.	<p>The goods required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendment of Tendering Documents] 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.	The “Invitation for Tenders” (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.
		7.3.	The PE shall not be responsible for any tendering documents and their addenda, if they were not issued by the respective PE directly from from NeST.
		7.4.	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer’s risk and may result in the rejection of its Tender.
8.	Clarification of Tendering Documents	8.1.	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least three (3) days for competitive methods and two (2) days in the case of non competitive methods prior to tender submission deadline.
		8.2.	The PE shall within two (2) working days after receiving the request for clarification, respond and publish the clarification through NeST
		8.3.	PE’s response shall include a description of the inquiry without identifying its source.
		8.4.	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 the ITT 9. [Amendment of Tendering Documents].
2.03.2026 / 2.946	Amendment of Tendering Documents	9.1.	Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
		9.2.	Any addendum issued including the notice of any extension of the deadline shall be part of the 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 into account an addendum in preparing their tenders, the PE at its

			discretion may extend the deadline for submission of tenders, pursuant to ITT 23.2 [Deadline for Submission of Tenders].
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2.03.2026 / 2.946

### C. Preparation of Tender

10	Language of Tender	10.1	<p>The Procuring Entity (PE), as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods specified in the TDS which may include pharmaceuticals, medical equipment and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements as specified in Section VII- Schedule of Requirements under a Framework Agreement arrangement.</p> <p>The successful Tenderer will be expected to supply the goods within the period stated in the TDS from the start date specified in the TDS. The Contract duration shall be as specified in the TDS.</p>
11.	Documents and sample constituting a tender	11.1	<p>The Tender prepared by the Tenderer shall comprise Tendering Forms as listed in Section V as follows:</p> <p>a) Form of Tender and a Price Schedule completed per ITT 14 [Form of Tender], ITT 15 [Tender Prices and Discounts], and ITT 16 [Tender Currencies];</p> <p>b) Sample(s) as requested in the TDS;</p> <p>c) Alternative offers if were invited in accordance with Instructions to Tenderers ITT 19 [Alternatives Tenders by Tenderers].</p> <p>d) Documentary evidence established by ITT 13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;</p> <p>e) Documentary evidence established by ITT 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods to the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods. In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer: is incorporated in the country of manufacture of the Good, then: (i) has been licensed by the regulatory authority in the country of manufacture to supply the Goods. (ii) has manufactured and marketed the specific Goods covered by this tendering document, for at least two (2) years, and for similar Goods for at least five (5) years. (iii) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards during the past two years before Tender submission. (ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce: Likewise, if tenderer (ii) has been duly authorized by a manufacturer of the Goods that meets the criteria under to supply the Goods in the Purchaser's Country; shall also submit the following additional information: (a). copies of its audited financial statements for the past three fiscal years. (c). List of major supply contracts conducted within the last five years;</p> <p>f) Documentary evidence established by ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;</p> <p>c) Environmental and Social (ES) Code of Conduct for Service Provider's Personnel in a form provided in Section V [Tendering Forms].</p> <p>d) Duly Notarized Power of Attorney (in the format provided in Section V- Tendering Forms) authorizing the signatory of the Tender to commit the Tenderer, or an Extract of Business Name Registration in case Sole Proprietor; and</p> <p>e) Any other document, other than the documents under ITT11.1 (a) –</p>

2.03.2026 / 2.946

			(h) above, is required to be completed and submitted by Tenderers, as specified in the <b>TDS</b> .
		11.2	Where a sample(s) is required by a PE, the sample shall be: (a) Physically submitted as part of the tender, in the quantities, sizes, and other details requested in the IFT; (b) carriage paid; (c) 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 Evaluated to determine compliance with all characteristics listed in the <b>TDS</b> .
		11.3	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 a specified time; and shall retain the sample(s) of the successful tenderer.
		11.4	Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
		11.5	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.6	All samples produced from materials belonging to an unsuccessful tenderer that are not claimed by the tenderer within thirty (30) days from the date of award of the contract shall be the property of the PE and shall dispose them in such a manner as may be directed by the Accounting Officer.
12	Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	12.1	Pursuant to ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the eligibility of the Health Sector Goods and Related Services to be supplied 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 Related Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c). Any other procurement specific documentation requirement as stated in the TDS.
		12.4	Unless the TDS stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the United Republic. A Tenderer who has already registered its goods by the time of tendering should submit a copy of the registration certificates with its tender. Otherwise, the successful tenderer, by the time of Contract signing, shall submit to the PE either;

2.03.2026 / 2.946

			<p>(a) a copy of the Registration Certificate of the Goods for use in the United Republic, Or if such Registration Certificate has not yet been obtained;</p> <p>(b) evidence establishing the PE's satisfaction that the tenderer has complied with all the documentary requirements for registration as specified above.</p> <p>The PE shall at all times cooperate with the successful Tenderer to facilitate the registration process within the united Republic.</p>
		12.5	If the Goods of the successful Tender have not been registered in the United Republic at the time of the Contract signing, then the Contract shall become effective upon such date as the certificate of registration is obtained.
		12.6	For purposes of the commentary to be furnished under ITT 12.3(b) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog 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 catalog 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.
		12.7	The required documents and other accompanying documents must be in the language of the tender specified in ITT 10 [Language of Tender]. In case any other language than the language of tender is used, the pertinent translation into that language of the tender shall be attached to the original version.
13	Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Under ITT 11[Documents and Sample (s) Constituting the Tender] the Tenderer shall upload as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted
		13.2	In the event that prequalification of potential Tenderers has been undertaken, only tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should submit their tenders with any information updating the original pre-qualification applications or alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission. The update or confirmation should be provided in Section V [Tendering Forms].
		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].
2.03.2026 / 2.946		13.4	<p>The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction that:</p> <p>a) in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does 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;</p> <p>b) in the case of the Tenderer not doing business within the United Republic, the Tenderer is or will be (if awarded the Contract) represented by an Agent in that country equipped and able to carry out maintenance, repair, and spare parts stocking obligations prescribed in the General Conditions of Contract and /or Technical Specifications on behalf of the Supplier; and</p> <p>c) The tenderer meets each of the qualification criterion specified in</p>

			Section IV[Qualifications and Evaluation Criteria].
		13.5	Tenderers can get information on national standards and the registration process from Regulators at the appropriate address specified in the TDS.
		13.6	Tenders submitted by a JVCA shall comply with the following requirements: (a) the tender shall include all the information listed in pursuant to ITT13.3 above for each JVCA partner; (b) one of the partners of the JVCA will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners of the JVCA; and (c) a copy of the JVCA agreement entered into by all partners shall be uploaded with the tender. Alternatively, a Letter of Intent to execute a JVCA agreement shall be signed by all partners and submitted with the tender, together with a copy of the proposed Agreement; and (d) the Tender Securing Declaration as stated in accordance with ITT19 [Tender Securing Declaration], and in case of a successful tender, the Agreement, shall be signed so as to be legally binding on all partners of the JVCA. Any exception to the documents listed in (a) to (e) above will be indicated in TDS.
14	Lots and package multiple contracts	14.1	Where a project is divided into lots or packages, the number, nature, location and size of each lot or package will be as indicated in the TDS. The minimum and maximum number of lots or packages for which a tenderer may tender will be as indicated in the TDS
		14.2	When Tendering for more than one Contract under the lot and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots or package being applied for in regard to:- (a) average annual turnover; (b) particular experience; (c) financial means; and (d) personnel capabilities. as provided in Section IV [Qualification and Evaluation Criteria].
		14.3	In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those lots/multiple contracts for which the Tenderer meets the criteria as provided in Section IV [Qualification and Evaluation Criteria].
		14.4	Each lot shall form a separate contract.
		14.5	Where lots are to be apportioned to different tenderers, the PE may as specified in TDS, require the tenderer for a particular lot to ensure the coordination of the execution of all the lots as specified in TDS.
15	Form of Tender and Price Schedules	15.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents through the NeST. The Form of Tender must be completed without alterations to its format and no substitute shall be accepted.

2.03.2026 / 2.946

16	Tender Prices and Discounts	16.1	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 16.2 to 16.9.
		16.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		16.3	The Tender price to be quoted in the Form of Tender, 16.1 . [Tender Prices and Discounts ] shall be the total price of the tender, excluding any discounts offered.
		16.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Form of Tender in accordance with ITT 15.1 [Form of Tender and Price Schedules].
		16.5	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the <b>TDS</b> .
		16.6	Prices quoted on the Price Schedule for goods and Related Services, shall be disaggregated, when appropriate as indicated in this ITT. This dis-aggregation shall be solely to facilitate the comparison of tender by the PE. This shall not in any way limit the PE's right to contract on any of the terms <b>offered</b> : In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, by Section VI, [Eligible Countries] Similarly, the Tenderer may obtain insurance services from any eligible country by Section VI, [Eligible Countries] Prices shall be entered in the following manner: a) for Goods manufactured in the United Republic of Tanzania: i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the Goods; ii) any sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the <b>TDS</b> . b) for Goods manufactured outside the United Republic of Tanzania, to be imported: i) the price of the Goods, under quoted CIP named place of destination, in the Purchaser's Country, as specified in the <b>TDS</b> ; and ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the <b>TDS</b> ; c) for Goods manufactured outside the United Republic of Tanzania, already imported: i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and customs duties and other import taxes already paid or to be paid on the Goods already imported;

2.03.2026 / 2.946

			<p>ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</p> <p>iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>iv) any sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and</p> <p>v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the <b>TDS</b>.</p> <p>d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
		16.7	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in the <b>TDS</b>. A tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, under ITT 29. However, if by 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 shall not be rejected, but the price adjustment shall be treated as zero.</p>
		16.8	<p>If so indicated in <b>TDS</b>, tenders are being invited for individual items, lots, or for any combination of contract packages. Unless otherwise specified in the <b>TDS</b>, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their tender the price reductions applicable to each package, or to individual Contracts within the package. Price reductions or discounts shall be submitted by ITT 16.4[Tender Prices and Discounts], provided the tenders for each item or lot are submitted and opened at the same time</p>
		16.9	<p>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.</p>
17	Tender Currencies	17.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the <b>TDS</b>.</p> <p>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</p>
2.03.2026 / 2.946		17.2	<p>The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the Bank of Tanzania (BOT) prevailing on 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.</p>
		17.3	<p>Unless otherwise specified in the <b>TDS</b>, local transportation, insurance, and other services incidental to delivery of</p>

			the goods covered under ITT 17.1 and installation services covered under ITT 17.3 shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and by the provisions of ITT 17.1 (a) and (b) above.
		17.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum and the Special Conditions of Contract are reasonable and responsive to ITT 16.1.
18	Tender Validity Period	18.1	Tenders shall remain valid for the period specified in the TDS after the date of the tender submission deadline prescribed by the PE under ITT 22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as nonresponsive.
		18.2	In exceptional circumstances, before expiry of the original Tender validity period, the PE may request that the Tenderers consent to an extension of the period of validity of their Tenders for the specified additional period not exceeding the original tender validity period. The request and the Tenderer's responses shall be made through NeST.
		18.3	The Tender Security provided under ITT 19 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
		18.4	A Tenderer agreeing to the request will not be required or permitted to modify its Tender but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 19 [Tender Security or Tender Securing Declaration] in all respects.
		18.5	In the case of fixed-price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
19	Tender Security or Tender Securing Declaration	19.1	Pursuant to ITT 11 [ Documents and Samples Constituting the Tender], unless otherwise specified in the <b>TDS</b> , the Tenderer shall furnish as part of its Tender, Tender Securing Declaration as specified in the TDS in the format specified in Section V [Tendering Forms].
		19.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, under ITT 19.9.
		19.3	The Tender Security shall be denominated in the currency of the tender or another freely convertible currency, and shall be in one of the following forms: a) Unconditional bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for tender validity is extended. In either case, the form must include the

2.03.2026 / 2.946

			complete name of the Tenderer; b) any other security as indicated in the <b>TDS</b> .
		19.4	The Tender Security or Tender Securing Declaration of a Joint Venture must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of tendering, the Tender Security or Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.
		19.5	The Tender Security or Tender Securing Declaration shall be by the Form of the Tender Security or Tender Securing Declaration included in Section VI [Tendering Forms] or another form approved by the PE before the tender submission.
		19.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration by ITTs19.1 or 19.3 shall be rejected by the PE as non-responsive, under ITT 29 [Preliminary Examination of Tenders].
		19.7	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender Validity prescribed by the PE under ITT 18 [Tender Validity Period].The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest: (a) the expiry of the tender security; (b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents; (c) the rejection by the PE of all tenders; and (d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.
		19.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, under ITT 44[Performance Security] and signing the contract pursuant to ITT 43 [Signing of Contract]
		19.9	The Tender Security may be forfeited or the Tender Securing Declaration executed: a) If a Tenderer i)withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 18.2; or b) In the case of a successful Tenderer, if the Tenderer fails: i) to sign the contract in accordance with ITT 43; or ii) to furnish performance security in accordance with ITT 44.
		19.10	A Tenderer shall be suspended from being eligible for tendering in any contract with the PE for the period indicated in the Tender Security or Tender Securing Declaration: (a) if the Tenderer withdraws its bid, except as provided in ITT 17.2 or (b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: (i) sign the contract, or furnish the required performance security
		19.11	The failure of a Tenderer to abide with the terms of the Tender Securing Declaration shall be reported to the PPRA for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public

2.03.2026 / 2.946

			procurement during the period of debarment.
20	Alternative Tenders by Tenderers	20.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered unless specifically allowed for in the <b>TDS</b> . If so allowed, ITT 20.2 shall prevail.
		20.2	When an alternative schedule for the 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 the different schedules for delivery of goods.
		20.3	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 specifications, breakdown of prices, and other relevant details.
21	Format and Signing of Tender	21.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		21.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer except where the signatory of the tender is Sole Proprietor. In case of a person signing on behalf of the Tenderer, the authorization document(s) shall be a duly notarized power of attorney in the format provided in section V; ] Tendering Forms] which must be submitted together with the tender indicating position of the signatory. A signatory who is a Sole Proprietor shall submit an Extract from Registrar or any other document from the competent authority indicating name of business owner. The acceptable authorization document(s) is /are as listed in TDS
		21.3	The Tenderer shall furnish information as described in the Form of Tenderer 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.

2.03.2026 / 2.946

#### D. Submission of Tenders

22	Submission of Tenders	22.1	All tenders shall be submitted through NeST. Tenders submitted through NeST shall be considered to be a 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.
		22.2	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.
		22.3	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.
		22.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
		22.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the TDS not later than the deadline for submission of tenders.
23	Deadline for Submission of Tenders	23.4	Tenders shall be received by the PE through NeST no later than the date and time specified in the TDS.
		23.5	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9 [Amending 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.
24	Late Tenders	24.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 23 [Deadline for Submission of Tenders].
25	Modification, Substitution or Withdrawal of Tenders	25.1	A Tenderer may modify, substitute or withdraw its Tender after it has been submitted to the PE through NeST, provided that such modification, substitution, or withdrawal is made prior to the deadline for submission of Tenders prescribed in ITT23.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
		25.2	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval may result in the Tenderer's forfeiture of its Tender Security, or execution of Tender Securing Declaration pursuant to the ITT 19.9 .[Tender Security and Tender Securing Declaration]
		25.3	Tenderers may only offer discounts to, or otherwise, modify the prices of their Tenders by submitting Tender modifications in accordance with this

2.03.2026 / 2.946

			Clause or included in the original Tender submission.
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2.03.2026 / 2.946

### E: Opening and Evaluation Of Tenders

SN	ITT	ITT Clause	ITT Clause Description
26	Opening of Tenders	26.1	The opening shall be done through NeST as per time specified in the tender documents. The tender opening records shall be made available through appropriate sections of the NeST.
		26.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
		26.3	No tender shall be rejected at tender opening.
27	Confidentiality	27.1	Information relating to the examination, evaluation, comparison, Tenders, and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
		27.2	Any effort by a Tenderer to influence the PE processing of tenders or award decisions may result in the rejection of his Tender.
28	Clarification of Tenders	28.1	To assist in the examination, evaluation, and comparison of tenders and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		28.2	The request for clarification and the response 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.
		28.3	From the time of tender opening to the time of contract award if any Tenderer wishes to contact the PE on any matter related to the tender it should do so in writing or in electronic forms that provide a record of the content of the communication.
29	Preliminary examination of Tenders	29.1	Before the detailed evaluation of tenders, the PE will determine whether each tender (a) meets the eligibility criteria defined in ITT 3[Eligible Tenders] 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 tenderer's responsiveness will be based on the contents of the tender itself.
		29.2	A substantially responsive tender is the 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 the one that: a) if accepted would affect in any substantial way the scope, quality, or delivery of related goods and or services; b) limits in any substantial way, inconsistent with the Tendering documents, the PE's rights, or the Tenderer's obligations under the Contract; or

2.03.2026 / 2.946

			<p>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders. For the purposes 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.</p>
		29.3	<p>The PE will confirm that the documents and information specified under ITT 11 [Documents Constituting the Tender], ITT 12 [Documents Establishing Eligibility of Goods and Related Services], and ITT 13 [ 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 by the Instructions to Tenderers, the Tender shall be rejected.</p>
		29.4	<p>The PE may waive any minor informality, nonconformity, or irregularity in a Tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
		29.5	<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, to rectify nonmaterial 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>
		29.6	<p>Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material and 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>
		29.7	<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 material deviation, reservation or omission</p>
		29.8	<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 Form of Tender 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 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 that 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 manner than that permitted;</li> <li>k) Failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a</li> </ul>

2.03.2026 / 2.946

			tender.
		29.9	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 including the following: a) failure to tender for the required scope of tender as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended or; d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical, or service factors.
30	Technical Evaluation	30.1	The PE shall examine the tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.
		30.2	The PE shall evaluate the technical aspects of the Tender submitted by ITT 12 and ITT 13, to confirm that all requirements specified in Section VII – [Schedule of Requirements] of the Tendering Documents and Section IV [Qualification and Evaluations Criteria] have been met without material deviation or reservation
		30.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive by ITT 29, it shall reject the Tender.
31	Conversion to single currency	31.1	To facilitate evaluation and comparison of tenders, 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 at the date of opening tender.
		31.2	The currency selected for converting tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate as specified in the TDS
32	Commercial Evaluation of Tenders	32.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, under ITT 29 [Preliminary Examination of Tenders].
		32.2	To evaluate a Tender, the PE shall consider the following: a) Evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted by clause 14 [Form of Tender and Price Schedules]; b) price adjustment due to discounts offered by ITT 16.4 [Tender Prices and Discounts] c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency by ITT 31 [Conversion to Single Currency]; d) price adjustment due to quantifiable non-material nonconformities by ITT 29.5 and 29.6 [Preliminary Examination of Tenders] e) The additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		32.3	The PE reserves the rights to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternatives offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in

2.03.2026 / 2.946

			unsolicited benefits for the PE will not be taken into account in Tender evaluation
		32.4	The estimated effect of the price adjustment provisions of the Conditions of Contract applied throughout the execution of the Contract, shall not be taken into account in tender evaluation
		32.5	If these Tendering Documents allow 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]
		32.6	The PE's evaluation of a Tender will exclude and not take into account: a) In the case of goods manufactured in the United Republic of Tanzania or goods of foreign origin ready 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 will be payable on the goods if the contract is awarded to the Tenderer; and c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		32.7	The PE's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted by ITT16 [Tender Prices and Discounts]. 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 the 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 32.2 (f).
		32.8	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.
33	National Preferences	33.1	Any procurement of goods utilizing this Standard Tendering Document shall provide Local tenderers with margin of preference as indicated in the TDS during tender evaluation.
		33.2	To benefit the national preference schemes, a tenderer shall meet the following criteria: - a) For individual company: - (i) Should be incorporated or registered in the United Republic. (ii) Majority of the paid-up shares capital of the company is owned either by the government or citizens of Tanzania. (iii) That no arrangement of any major part of the net profits or other tangible benefits of the domestic company will accrue or be paid to persons who are not citizens of Tanzania or to companies which would not be eligible for preference. b) for Joint Ventures of local company- (i) individual member companies are incorporated or registered in the United Republic. (ii) majority of the paid-up share capital of the individual companies are held by citizens of Tanzania;

2.03.2026 / 2.946

			<p>(iii) The Joint Venture itself is registered in the United Republic; or</p> <p>(iv) do not have arrangement whereby any major part of the net profits will accrue or be paid to persons who are not citizens of Tanzania or to companies which would not be eligible for preference.</p> <p>c) for partners or individual persons trading as contractors or consultants, the majority of shares shall be held by citizens of Tanzania.</p> <p>For the purpose of ITT 33.2 (b), Individual companies forming the JV should satisfy the requirements under ITT 33.2 (a) and a JV shall comply with the requirements specified in Section IV [Qualification and Evaluation Criteria].</p>
		33.3	Where a JV is formed between a local firm and a foreign firm for purposes of qualifying for national preference, at least 51% of the paid-up share capital of the local firm shall be owned by the Government or citizens of the United Republic.
		33.4	Where a JV is formed between a local firm and a foreign firm for purposes of qualifying for national preference, the local firm to the JV shall allocate not less than 50% of key personnel required for the implementation of the project and the JV Agreement shall indicate the titles of key personnel that will be contributed by each party to the JV
		33.5	The contribution of the financial resources of the local firm to the JV shall not be less than 50% of the financial resources required to implement the contract.
		33.6	For a tenderer to benefit from the preference for local goods, shall indicate in its tender the intent to use goods domestically produced, mined or manufactured in the United Republic during implementation of the contract.
		33.7	Subject to ITT 33.6, a PE shall grant a preference of 15%, its application and detail of evaluation shall be specified in Section IV [Qualification and Evaluation Criteria].
34	Exclusive preferences	34.1	In the event a foreign tenderer is invited to participate in tenders under exclusive preference, it shall enter into a JV or sub-contract with a local firm and the local firm shall meet the eligibility criteria specified under ITT 33.2 (a).
		34.2	In case of JV for tenders set aside for exclusive preference, local firm contribution to the JV shall not be less than 75%. The JV shall submit a Letter of Intent to form Joint Venture (JV) accompanied with a draft JV Agreement or a Joint Venture Agreement showing the percentage of the contribution.
		34.3	In case of sub-contracting for tenders set aside for exclusive preference, the foreign firm shall subcontract between 5% and 30% of the total contract value to a local firm. The foreign tenderer shall submit Letter of Intent to Sub-contract indicating percentage, type of works to be sub-contracted and the applicable method of sub-contracting between domestic or nominated. The works to be sub-contracted shall exclude Provisional Sums and Prime Cost.
		34.4	Details of evaluation for JV and Sub-contracting shall be specified in Section IV [Qualification and Evaluation Criteria].
		34.5	A foreign firm shall receive preference if it forms a partnership with a local firm in which the local firm owns at least 51% of paid-up share capital(contribution) in the partnership and contributes at least 50% of key personnel in the implementation of the contract.
		34.6	The local firm in a partnership with a foreign firm shall submit an Extract of Partnership Deed from the Registrar of Business

2.03.2026 / 2.946

			Names showing that it owns 51% of paid-up share capital.
		34.7	Each Partnership Deed shall explicitly state the contribution of human resources, capital and responsibilities among partners.
		34.8	The financial resources contribution of the local firm to the Partnership shall not be less than 50% of the financial resources required to implement the contract.
		34.9	PE shall grant a preference of 10% to a foreign firm that forms a partnership with local firm. The application of preference and details of evaluation is as specified in Section IV [Qualification and Evaluation Criteria].
35	Preference to partnership	35.1	Tenderers may, for purposes of enjoying margin of preference as indicated in TDS during Evaluation for supply of goods, form a partnership between a local firm and local firm; or a local firm and a foreign firm.
		35.2	A foreign firm shall receive preference if it forms a partnership with a local firm in which the local firm owns at least 51% of paid-up share capital (contribution) in the partnership and contributes at least 50% of key personnel in the implementation of the contract.
		35.3	The financial resources contribution of the local firm to the Partnership shall not be less than 50% of the financial resources required to implement the contract.
		35.4	PE shall grant a preference of 10% to a foreign firm that forms a partnership with local firm.
		35.5	The application of preference and details of evaluation is as specified in Section IV [Qualification and Evaluation Criteria].
36	Preference to local suppliers sub-contracting to other local suppliers	36.1	Local Supplier whose investment capital falls under the medium or large enterprises category, as classified in the Small and Medium Enterprises National Development Policy of 2003 (as amended), may enjoy preference in tenders for supply health goods set aside for exclusive preference, provided they subcontract to a local Supplier whose investment capital falls under either micro or small enterprises category as classified in the Policy.
		36.2	Subject to ITT 36.1, a PE shall grant a margin of preference of up to 10%. Its application and detail of evaluation shall be specified in Section IV [Qualification and Evaluation Criteria].
		36.3	Local Supplier whose investment capital falls under the medium or large enterprises category shall submit a Letter of Intent to Sub-contract indicating percentage, type of goods for supply to be sub-contracted and method of sub-contracting.
37	Preference for Capacity Building of Local Service Providers	37.1	To promote the capacity building of Local Service Providers as indicated in TDS, PE shall ensure that any list of service providers comprises no fewer than five providers, with at least 60% being local service providers, in all open framework agreements.
38	Determination of the Lowest Evaluated Tender	38.1	The Tender with the lowest evaluated price from among those that are eligible, compliant, and substantially responsive shall be the lowest evaluated Tender.
		38.2	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
		38.3	Where the tender price of the lowest evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis (a) An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears

2.03.2026 / 2.946

			to be abnormally low by not providing a margin for normal levels of profits.
		38.4	The PE may determine that a tender price is abnormally low by using several approaches, if possible: (i) Comparing the tender price with the pre-tender estimates. (ii) Comparing the tender price with the average tenders price offered by other tenderers submitting substantially responsive tenders. (iii) Comparing the tender price with prices paid in similar contracts in the recent past, either government or development partner-funded projects; (iv) Comparing the tender price with the available price cap set by Authority for specific assignment. The rate of determination for abnormally low tender will be as specified in the <b>TDS</b> .
		38.5	The following process shall apply: (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. (b) Before rejecting an abnormally low tender, the PE shall request the Tenderer for 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. (c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned. (d) The PE shall not incur liability solely by rejecting abnormally low tender.
39	Post-qualification of Tenderer	39.1	After determining the lowest-evaluated tender, the post-qualification shall be performed as indicated in the TDS.
		39.2	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. 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.
		39.3	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].
		39.4	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.
		39.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
		39.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania

2.03.2026 / 2.946

			diplomatic missions abroad or from any other reliable source.
		39.7	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.

2.03.2026 / 2.946

## F. Award of Contract

40	Criteria of award	40.1	<p>Subject to ITT 37 [Determination of Lowest Evaluated Tender] and ITT 40 [Negotiations], the PE will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <p>(a) eligible pursuant to ITT 3 [Eligible Tenderers];  (b) qualified to perform the Contract satisfactorily  (c) successful negotiations have been concluded, if any.</p>
		40.2	<p>If this Contract is being let on lots basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for the award of more than one Contract.</p>
41	Negotiations	41.1	<p>Negotiations may be undertaken with the lowest evaluated tender relating to the following areas:</p> <p>(a) a minor alteration to the technical details of the specifications;  (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;  (c) a minor amendment to the Special Conditions of Contract;  (d) finalizing payment arrangements;  (e) delivery arrangements;  (f) the methodology or staffing;  (g) clarifying details that were not apparent or could not be finalized at the time of tendering; or  (h) 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 38 [Post qualification of Tenderers].</p> <p>Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.</p>
		41.2	<p>The results of any approved negotiations shall be specified in a letter of acceptance, incorporated into the appropriate contract document and the Minutes of Negotiations attached to the contract.</p>
		41.3	<p>Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.</p>
42	PE's Right to Accept any Tender and to Reject any or all Tenders	42.1	<p>Notwithstanding ITT 39 [Criteria for Award], 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 signing of the contract, without thereby incurring any liability to the affected Tenderer(s).</p>
		42.2	<p>Within seven (7) days from the date of rejection of Tenders, Notice of the rejection of all tenders shall be given promptly through NeST to Tenderers that have submitted Tenders.</p>
		42.3	<p>The PE shall upon request from any Tenderer, communicate to any Tenderer the grounds for its rejection of its Tenders, but shall not be obliged to justify the given grounds.</p>
43	PE's Right to Vary Quantities at the Time of Award	43.1	<p>The PE reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the TDS, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or</p>

2.03:2026 / 2.946

			other terms and conditions of the Tender and Tendering Documents.
44	Notice of Intentions and Notifications for Award	44.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract]. The Notice shall be issued through NeST to all tenderers who participated in the tender in question giving them five (5) working days within which to submit complaints to the PE thereof, if any.
		44.2	The Conditions stated above shall not apply where only one Tender has been received by PE in competitive method
		44.3	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by Letter of Acceptance through NeST in the format provided in Section IX [Contract Forms- Letter of Acceptance], of the award by the PE prior to expiration of the Tender validity period.
		44.4	The notification of award will be part of the document forming the Contract, subject to the Tenderer furnishing the Performance Securing Declaration in accordance with ITT 45 Performance Securing Declaration] and signing of the contract in accordance with ITT 44 [Signing of Contract
44	Signing of Framework Agreement	45.1	Promptly after notification of award, PE shall send the successful Tenderer a draft Contract, incorporating all terms and conditions as agreed by the parties
		45.2	Within fourteen (14) working days after furnishing the Performance Securing Declaration or the successful Tenderer and the PE shall sign the Framework agreement
		45.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 19.9 [Tender Security or Tender Securing Declaration].
45	Performance Security/ Performance Securing Declaration.	46.1	Within fourteen (14) days after receipt of the Letter of Acceptance from the PE, and before signing of the contract, the successful Tenderer shall deliver to the PE a Performance Security or Performance Securing Declaration in the amount and in the form stipulated in the <b>TDS</b> and <b>SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
		46.2	Where applicable as indicated in the TDS, Within fourteen (14) working days after receipt of the Letter of Acceptance from the PE and before signing of the contract, the successful Tenderer shall deliver to the PE the Environmental and Social (ES) Performance Securing Declaration or Environmental and Social (ES) Performance Security in the amount and in the form stipulated in the TDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
2.03.2026 / 2.946		46.3	In the case of Performance Security, it shall be in any of the following form: a) bankguarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, the bank guarantee shall be confirmed by a local bank; or b) surety bond issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania
		46.4	In the case of Performance Securing Declaration or Environmental and Social (ES) 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].
		46.5	Failure of the successful Tenderer to comply with the requirement of ITT 47.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender security or execution of the Tender Securing Declaration and any other remedies the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders. [Note: Performance Securing Declaration shall be applicable for Tenders falling under regional exclusive preference.]
46	Advance payment	47.1	The PE will provide an Advance Payment if stipulated in the General Conditions of Contract, subject to amount, as stated in the <b>TDS</b> .
		47.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) and application form in the format provided in Section X [ Contract Forms].
		47.3	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.
47	Adjudicator	48.1	The PE proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b> , plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
48	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	49.1	<p>a) The PEs, Tenderers and Public Officers involved in the public procurement are required to observe the highest standard of ethics in accordance with the Code of Ethics and Conduct for Public Officers and Tenderers Engaging in Public Procurement of 2021 during the procurement and execution of procurement contracts. For the purpose of this provision, the following defined terms shall apply:</p> <p>- <b>“corrupt practice”</b> means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>b) <b>“coercive practice”</b> means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>c) <b>“collusive practices”</b> collusive practice means an arrangement between two or more parties with or without knowledge of other party or parties designed to achieve an improper purpose, including to influence improperly the action of another party;</p> <p>d) <b>“fraudulent practice”</b> 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; and</p> <p><b>“obstructive practice”</b> means acts intended to materially impede access to required information in exercising a duty under this Act.</p>
		49.2	The PE will reject a proposal for award if it determines that the

2.03.2026 / 2.946

			Tenderer recommended for award has engaged in corrupt, fraudulent coercive, collusive and obstructive practices in competing for the contract;
		49.3	A Tenderer will be debarred by PPRA for a period of ten (10) years, from participating in public procurement if at any time it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract.
		49.4	The Authority 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 such a firm as ineligible, for a period as such firm (s) is debarred by the foreign country, international organization or other foreign organization to be awarded a public contract in the United Republic for such period as is debarred by that foreign country, international organization or other foreign organization.
		49.5	The Government of Tanzania will have the right to require that, in contract financed by the Government of Tanzania a provision be included requiring Tenderers to permit the Government of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of Tanzania.
		49.6	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.

2.03.2026 / 2.946

### G. Review of Procurement Decisions

50	Right to review	50.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of a breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review
51	Time Limit on Review	51.1	The Tenderer shall apply for review within five (5) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
52	Submission of Application for Review	52.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer and PPRA.
		52.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer, with a copy served to the delegated Accounting Officer and PPRA
		52.3	The application for administrative review shall include: a) details of the procurement or disposal requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint or disputes.
		52.4	Upon receipt of a complaint, the Accounting Officer shall suspend the procurement proceedings and notify all tenderers who participated in the tender within one (1) day after receipt of a complaint or dispute.
		52.5	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.
		52.6	On receiving a complaint, the Accounting Officer may, depending on the nature of the complaint, constitute an independent review panel from within or outside his entity which shall review the complaint and advise him on the appropriate actions to be taken.
		52.7	Where the accounting officer constitutes an independent review panel, he shall notify all tenderers within one (1) day after receipt of a complaint or dispute
53	Decision by the Accounting Officer	53.1	The Accounting Officer shall, within five (5) working days after receipt of the complaint or dispute, and where an independent review panel is not constituted, or within seven (7) working days after the receipt of the complaint/dispute if an independent review panel is constituted, deliver a written decision which shall indicate; whether the application is upheld in whole, in part or rejected; 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.
		53.2	Where the Accounting Officer does not issue a decision within the time specified in ITT 52.1, the Tenderer submitting the complaint or dispute shall be entitled immediately thereafter to institute proceedings under ITT 53.1 within five (5) working days after such specified time and upon instituting such proceedings, the competence of the head of a PE to entertain the complaint or dispute shall cease.
	Review by the Public Procurement Appeals	54.1	Complaints or disputes which, a) the Applicant is not satisfied with the decision of the accounting

24.03.2026 / 2.946

	Authority		officer; b) arise after the procurement contract has entered into force pursuant to ITT44 [Signing of Contract]; or c) are not settled within the specified period under ITT52.1 [Decision by the Accounting Officer]; shall be referred to the PPAA within five (5) working 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 55.1 [Decision by the Accounting Officer or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 50.1 [Time Limit on Review]
		54.2	The Appeals Authority shall, within forty (40) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.
		54.3	The decision of the PPAA shall be binding to the parties on complaint, dispute or appeal and such decision shall be enforceable in the same manner as a decree or order of the court.
		54.4	Complaints/Appeals to PPAA shall be submitted through NeST at: <a href="https://nest.go.tz/module/complaint-management/dashboard">https://nest.go.tz/module/complaint-management/dashboard</a> . The Physical Address for PPAA is as provided under the TDS

2.03.2026 / 2.946

## SECTION III: TENDER DATA SHEET

2.03.2026 / 2.946

## A. Introduction

TDS Clause Number	Required Information/ Data	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1.	Scope of Tender and Tendering Method	1.1	<p><b>Name of Procuring Entity:</b> MEDICAL STORES DEPARTMENT</p> <p><b>The subject of procurement is:</b> Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers</p> <p><b>Period for supplies:</b> 90 days</p> <p><b>The commencement date for supply:</b> 7 days after signing the call-off order.</p> <p><b>Framework Agreement Duration:</b> 1095 days.</p>
		1.2	<b>Method of Procurement:</b> Restricted International Competitive Tendering
		2.1	<p><b>The financial year for the operations of the PE:</b> 2025/2026</p> <p><b>Name and identification number of the framework:</b> FA/2025/2026/137/TR177/G/96</p> <p><b>Name of Project:</b> Supply of Radiology and Imaging Contrast Agents and Consumable from Authorized Dealers under Framework Agreement.</p> <p><b>Name of financing institution:</b> The Government of Tanzania has set aside funds for the operation of the MEDICAL STORES DEPARTMENT during the financial year 2025/2026. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers.</p>
2.	Source of Funds	2.2	Payments shall be made directly by MEDICAL STORES DEPARTMENT.
		3.1	all eligible tenderers
3.	Eligible Tenderers	3.2	Joint Venture, consortium, or association shall be: Not Applicable.
		3.3	Subcontracting: Not Applicable
4.		4.1	Ineligible countries are: Not Applicable
	Eligible Goods and Related Services	4.2	Demonstration of authorization by manufacturer: Certificate of Conformity.

2.03.2026 / 2.946

5.	Language of Tender	10.1	The Language of all correspondences and documents related to the tender is: English
6.	Documents and Sample (s) Constituting the Tender	11.1 (b), 11.2 (c) & (d) & 21.5	The Sample(s) to be submitted by the Tenderer is not required.
		11.1 (h)	Not Applicable.
7.	Documents Establishing Eligibility of Supplies and Related Services and Conformity to Tendering Documents	12.3 (c)	Other procurement-specific documents required from Tenderers in ITT Clause 12.3(c) are as follows: Certificate of Conformity.
8.	Registration of Goods and Suppliers in Tanzania	12.4	Registration requirements with relevant Authorities in the United Republic of Tanzania: Requirements for Goods: TMDA certificate . Requirements for Suppliers: TMDA registration certificate.
9.	Address of Regulators responsible for National Standards and Registration.	13.4	<p><b>Director General (DG)</b>  <b>Tanzania Medicines and Medical Devices Authority (TMDA)</b>  P.O. Box 1253, Dodoma, or P.O. Box 77150, Dar es Salaam, Tanzania  Telephone: +255 22 2450512 / 2450751 / 2452108  Fax: +255 22 2450793  <a href="mailto:info@tmda.go.tz">Email Address: info@tmda.go.tz</a> Website: <a href="https://www.tmda.go.tz">https://www.tmda.go.tz</a></p> <p><b>Director General (DG)</b>  <b>Tanzania Bureau of Standards (TBS)</b>  P O Box 9524,  Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam.  Telephone: +255 22 2450206 Toll Free Number: 0800110827 Fax: + 255 22 2450959  Email Address: <a href="mailto:info@tbs.go.tz">info@tbs.go.tz</a> / Website:<a href="https://www.tbs.go.tz">https://www.tbs.go.tz</a></p> <p><b>Chief Government Chemist</b>  <b>Government Chemist Laboratory Authority,</b>  Physical Address: 5 Barack Obama drive,  Postal Address: P.O. Box 164,  Dar es Salaam. Tanzania.  Tel: +255 22 2113383/4; Fax: +255 222113320; Email: <a href="mailto:gcla@gcla.go.tz">gcla@gcla.go.tz</a> Website:  <a href="https://gcla.go.tz">https://gcla.go.tz</a></p> <p><b>The Director General</b>  <b>Tanzania Atomic Energy Commission (TAEC),</b>  P.O. Box 743, Block J, Plot No. 216, Njiro Arusha,  Telephone: +255 272 970050 / 51 / 52 / 53  Mobile: +255 754 361221 (DG)  Fax: +255 272 970054  E-mail : <a href="mailto:dg@taec.go.tz">dg@taec.go.tz</a> Website:<a href="https://www.taec.go.tz">https://www.taec.go.tz</a></p>
10.	Number, Nature, and Size of each Lot or package	14.1	Not Applicable
11.	Contracts under Lots or package	14.1	Each lot form a separate contract.
12.	Lots coordination	14.5	Not Applicable

203.2026 / 2.946

13. Tender Prices and Discount	15.5 15.6 (a)(iii) 15.6(b) (i), (ii)	The rules governing the terms are prescribed in Incoterms 2020. For goods manufactured in the United Republic of Tanzania, the Tenderer shall quote prices using the following Incoterms: Incoterms 2020. For Goods manufactured outside the United Republic of Tanzania, to be imported, the Tenderer shall quote prices using the following Incoterms Incoterms 2020 that includes; i) the price of the Goods, under quoted Incoterm named place of destination, in the Purchaser's Country shall be FOB and Costs for Port or Place of entry or destination shall be DDP; and ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site); shall not be Applicable.
	15.6 (c) (v)	For Goods manufactured outside the United Republic of Tanzania, already imported, the Tenderer shall quote prices using the following Incoterms to named place of destination to their final destination (Project Site) Incoterms 2020 that includes; the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site): Incidental Services are not Applicable.
	15.7	The price shall be FIXED.
	15.8	Lot Applicability : Not Applicable
	15.9	The fixed budget amount is not applicable.
14. Tender Currencies	16.1 (a) (b) & 16.3	a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be The Tanzanian Shilling b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in The Tanzanian Shilling.
15. Tender Validity Period	17.1	The Tender validity period shall be: 120 days.
16. Tender Security or Tender Securing Declaration	18.1	Tender Securing Declaration
	18.3 (c)	Other forms of security are: Not Applicable.
17. Alternative Tenders by Tenderers	18.1 & 19.2 19.3	Not Applicable. Technical Alternatives are not applicable

### C. Submission of Tenders

18.	Deadline for Submission of Tenders	23.1	The tender shall be submitted through NeST not later than 2:00 PM on 09/03/2026.
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2.03.2026 / 2.946

#### D. Opening and Evaluation of Tenders

19.	Commercial Evaluation of Tenders	32.2 & 32.6	Evaluation criteria are found in the Section of Qualification and Evaluation Criteria.
20.	National Preference	33.1	Not Applicable
21.	Rate of abnormally low tender	38.4	The rate of determination for abnormally low tenders 15 HINT: <i>insert from 15% - 30%</i>
22.	Post-qualification of Tenderer	39.1	NOT_APPLICABLE.

2.03.2026 / 2.946

### E. Award of Contract

22.	Performance Security or Performance Securing Declaration	42.1	Type and Amount of the Performance Security will be determined during the issuance of call off order.
23.	Advance Payment	43.1	Not Applicable
24.	Adjudicator	44.1	The Adjudicator proposed by the Procuring Entity is: Tanzania Institute of Arbitrators (TIArb). The hourly fee for this proposed Adjudicator shall be: 0.00. The biographical data of the proposed Adjudicator is as follows: Tanzania Institute of Arbitrators (TIArb).

2.03.2026 / 2.946

## F. Review of Procurement Decisions

25.	Review by the Public Procurement Appeals Authority	54.4	<b>The address for Appeals to PPAA:</b> The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Jakaya Kikwete rd Mkandarasi Place ,4th Floor P.O.BOX 1385, Dodoma <b>TANZANIA</b> 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> .
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2.03.2026 / 2.946

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

2.03.2026 / 2.946

## EVALUATION CRITERIA

### Commercial Evaluation

#### 1. Eligibility

##### Litigation History (SCORE: Comply/Not Comply to specified minimum requirements)

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	2020-01-01
Litigation History End Year	2025-12-31

##### Manufacturer Authorization (Framework) (SCORE: Comply/Not Comply to specified minimum requirements)

Tenderer supplying goods on behalf of certain manufacturing companies are required to submit this form to evidence they have been authorized by specific manufacturer to supply goods required by the procuring entity.

#### 2. Standard Tender Forms

##### Tender Validity Period (SCORE: Comply/Not Comply to specified minimum requirements)

Bidders are required to confirm the bid validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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##### Notarized Special Power of Attorney (SCORE: Comply/Not Comply to specified minimum requirements)

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

##### Framework Securing Declaration (SCORE: Comply/Not Comply to specified minimum requirements)

The tenderer should submit a tender securing declaration as per instructions.

#### 3. Financial Situation and Performance

##### Financial Statement (SCORE: Comply/Not Comply to specified minimum requirements)

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	2020-01-01
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)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Maximum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1

2.03.2026 / 2.046

Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5
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**Access to Financial Resources (Sources of Fund) (SCORE: Comply/Not Comply to specified minimum requirements)**

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)	150000000
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## Technical Evaluation

### 1. Experience

**Specific Experience (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderer is required to provide details of their previous and on going contracts to evidence their specific experience in provision of services required by the procuring entity.

Specific Experience	Attach contract with a similar nature of Radiology items
Specific Experience Start Year	2020-01-01
Specific Experience End Year	2025-12-31
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	100000000

### 2. Technical Specifications

**Conformance to Technical Specifications and Standards (SCORE: Comply/Not Comply to specified minimum requirements)**

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: Comply/Not Comply to specified minimum requirements)**

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

Delivery Period	90
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2.03.2026 / 2946

## Financial Evaluation

### 1. Price Schedule

**Priced schedule (SCORE: Comply/Not Comply to specified minimum requirements)**

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

2.03.2026 / 2.946

**SECTION IV(a): QUALIFICATION AND EVALUATION CRITERIA**  
**(Following Pre-qualification)**

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 3, ITT 12, ITT 13, ITT 16, ITT 29, ITT 31, ITT 33, ITT 34, ITT 35, and ITT 38, no other methods, criteria, and factors shall be used. Tenderers shall provide all the information requested in the forms included in **Section V (Tendering Forms)**.

**1. Margin of Preference**

**A) National Preference**

- i. A margin of preference of up to 10% shall be granted to local contractors or a JV of local and Foreign contractors.
- ii. All tenders received shall be classified as follows:
  - (a) Group A: shall consist of tenders offered by local service providers eligible for the preference.
  - (b) Group B: shall consist of tenders offered by associations between local and foreign service providers eligible for the preference;
  - (c) Group C: shall consist of tenders offered by foreign service providers.
- iii. PE shall review submitted details of ownership and such other information as shall be required to determine whether a service provider or a group of service providers is qualified for a margin of preference.
- iv. The PE shall first evaluate and compare all responsive tenders with a view to determining the lowest evaluated tender within each group.
- v.. The lowest evaluated tenders in each group shall then be compared with each other, and if, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award.
- vi. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B.
  - (a) An amount equal to the specified margin of preference for Group A shall be added to the tender price received from the Tenderer in Group C; and
  - (b) An amount equal to the difference between the margin of preference for Group A and Group B shall be added to the tender price received from the Tenderer in Group B.
- vii. If the Tender from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected.

**Granting of Margin of Preference in favor of local service providers or an association between local and foreign service providers under national and international competitive tendering, when PE applies a preference scheme, shall be as follows.**

(a) Margin of Preference under National and International competitive tendering for local service providers	Margin of preference shall be 10%
(b) Margin of Preference under National and International competitive tendering or selection for association of local and foreign service providers	Margin of preference shall be 8%
Input of foreign suppliers in the association either in the form of joint venture or subcontracting arrangements. 26 - 49%	Margin of preference shall be 10%
0 -25%	Margin of preference shall be 10%

**B) Margin of Preference to local service providers whose investment capital falls under the medium or larger enterprises category as per Small and Medium Enterprises National Development Policy, 2003 (as amended) sub-contracting to local service providers whose investment capital falls under the micro or small enterprises category as classified by the Policy in tenders under Exclusive Preference.**

a margin of preference shall be granted to the local tenderers sub-contracting to other local tenderers as follows: -

- (a) where a local supplier whose investment capital falls under the medium or large enterprises category subcontracts between 20% to 30% of the services to a service provider whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 10%.
- (b) where a local service provider under the medium or large enterprises category subcontracts between 10% to 19% of the services to a local service provider whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 8%.
- (c) where a local service provider under the medium or large enterprises category subcontracts between 1% to 9% of the services to a local supplier whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 5%

**C) Margin of preference to a foreign firm sub-contracting services to a local firm**

2.03.2026 / 2.946

Subject to ITT 34.2, a margin of preference shall be granted to a foreign firm that sub-contracts services to a local firm as follows: -

- a) A preference of 6% shall be granted when the proposed sub-contracting value is between 23% and 30% of the tender price.
- b) A preference of 4% shall be granted when the proposed sub-contracting value is between 16% and 22% of the tender price.
- c) A preference of 2% shall be granted when the sub-contracting value is between 10% and 15% of the tender price.
- d) A preference of 1% shall be granted when the sub-contracting value is between 5% and 9% of the tender price.

**D) Margin of preference to a foreign firm that forms a partnership with local firm**

Subject to ITT 35, a preference of 10% shall be granted to a foreign firm that forms a Partnership with a local firm.

## 2. Evaluation

### 2.1. Assessment of Adequacy of Technical Submission with Requirements

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (schedule of Requirements).

2.2. Multiple Contracts, if permitted under ITT 13.2, will be evaluated as follows:

#### **Award Criteria for Multiple Contracts[ITT 13.2]:Lots**

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be for which they were prequalified.

#### **Packages**

Tenderers have the option to tender for any one or more packages and for anyone or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be for which they were prequalified.

2.03.2026 / 2.946

**SECTION IV(b): QUALIFICATION AND EVALUATION CRITERIA**  
*(Without Pre-qualification)*

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 3, ITT 12, ITT 13, ITT 16, ITT 29, ITT 31, ITT 33, ITT 34, ITT 35, and ITT 38 no other methods, criteria, and factors shall be used. Tenderers shall provide all the information requested in the forms included in **Section V (Tendering Forms)**.

**1. Margin of Preference**

**A) National Preference**

- i. A margin of preference of up to 10% shall be granted to local contractors or a JV of local and Foreign contractors.
- ii. All tenders received shall be classified as follows:
  - (a) Group A: shall consist of tenders offered by local service providers eligible for the preference;
  - (b) Group B: shall consist of tenders offered by associations between local and foreign service providers eligible for the preference;
  - (c) Group C: shall consist of tenders offered by foreign service providers.
- iii. PE shall review submitted details of ownership and such other information as shall be required to determine whether a service provider or a group of service providers are qualified for a margin of preference.
- iv. The PE shall first evaluate and compare all responsive tenders with a view to determining the lowest evaluated tender within each group.
- v.. The lowest evaluated tenders in each group shall then be compared with each other, and if, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award.
- vi. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B.

- (a) An amount equal to the specified margin of preference for Group A shall be added to the tender price received from the Tenderer in Group C; and
- (b) An amount equal to the difference between the margin of preference for Group A and Group B shall be added to the tender price received from the Tenderer in Group B.

vii. If the Tender from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected.

**Granting of Margin of Preference in favor of local service providers or association between local and foreign service providers under national and international competitive tendering, when PE applies a preference scheme, shall be as follows.**

(a)	Margin of Preference under National and International competitive tendering for local service providers	Margin of preference shall be 10%
(b)	Margin of Preference under National and International competitive tendering or selection for association of local and foreign service providers	
Input of foreign suppliers in the association either in the form of joint venture or subcontracting arrangements.	26 - 49%	Margin of preference shall be 8%
	0 -25%	Margin of preference shall be 10%

**B) Margin of Preference to local service providers whose investment capital falls under the medium or larger enterprises category as per Small and Medium Enterprises National Development Policy, 2003 (as amended) sub-contracting to local service providers whose investment capital falls under the micro or small enterprises category as classified by the Policy in tenders under Exclusive Preference.**

a margin of preference shall be granted to the local tenderers sub-contracting to other local tenderers as follows: -

- (a) where a local supplier whose investment capital falls under the medium or large enterprises category subcontracts between 20% to 30% of the services to a service provider whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 10%.
- (b) where a local service provider under the medium or large enterprises category subcontracts between 10% to 19% of the services to a local service provider whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 8%.
- (c) where a local service provider under the medium or large enterprises category subcontracts between 1% to 9% of the services to a local supplier whose investment capital falls under the micro or small enterprises category, the local service providers under the medium or large enterprises category shall be granted a margin of preference of 5%

2.03.2026 / 2.946

**C) Margin of preference to a foreign firm sub-contracting services to a local firm**

Subject to ITT 34.2, a margin of preference shall be granted to a foreign firm that sub-contracts services to a local firm as follows: -

- a) A preference of 6% shall be granted when the proposed sub-contracting value is between 23% and 30% of the tender price.
- b) A preference of 4% shall be granted when the proposed sub-contracting value is between 16% and 22% of the tender price.
- c) A preference of 2% shall be granted when the sub-contracting value is between 10% and 15% of the tender price.
- d) A preference of 1% shall be granted when the sub-contracting value is between 5% and 9% of the tender price.

**D) Margin of preference to a foreign firm that forms a partnership with local firm**

Subject to ITT 35, a preference of 10% shall be granted to a foreign firm that forms a Partnership with a local firm.

**2. Evaluation**

**2.1. Assessment of Adequacy of Technical Submission with Requirements**

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (schedule of Requirements).

2.2. **Multiple Contracts**, if permitted under ITT 13.2, will be evaluated as follows:

**Award Criteria for Multiple Contracts[ITT 13.2]:Lots**

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be for which they were prequalified.

**Packages**

Tenderers have the option to tender for any one or more packages and for anyone or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be for which they were prequalified.

## Section V: Eligible Countries

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

1. 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
2. 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.

2.03.2026 / 2.946

## SECTION VI: PROCURING ENTITY REQUIREMENTS

2.03.2026 / 2.946

## Schedule of Requirements

2.03.2026 / 2.946

## List of Commodities and Specifications

Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers

**Tender No:** FA/2025/2026/137/TR177/G/96

**LOT NO.** FA/2025/2026/137/TR177/G/96/1

**Item No.1: IV CONTRAST MEDIA - PAMIDOL 350 CONC. 100mls**

Commodity Title : Medical imaging contrast agent injectors or accessories

Commodity Code : 42201809

Commodity Group Code : 30040017

Description	Unit of Measure	Quantity
IV CONTRAST MEDIA - PAMIDOL 100mls	Bottle	1

### Commodity Specification :-

S/N	Features	Description
1	Specification	General Specifications for Pamidol (Iodinated Contrast Agent) Property Specification Type Nonionic, low-osmolar iodinated contrast agent Osmolality ~600–850 mOsm/kg H <sub>2</sub> O (depends on concentration) Iodine concentration Typically available in 240, 300, or 370 mg I/mL Viscosity Varies by concentration and temperature (e.g., ~10-20 cP) pH range ~6.8 to 7.7 Appearance Clear to slightly yellow solution Route of administration Intravenous or intra-arterial Indications CT, angiography, excretory urography, myelography, etc. Excretion Primarily renal (unchanged) Storage Store at 20–25°C (68–77°F); avoid freezing Stability Shelf life should be not less than 24 months unopened
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity and UOM. Manufacturer name, Mft. dates, Batch No. Weight, size and units per carton.

**LOT NO.** FA/2025/2026/137/TR177/G/96/2

2.03.2026 / 2.946

**Item No.2: IV X RAY CONTRAST MEDIA - OMNIPAQUE 100mls**

Commodity Title : Medical imaging contrast agent injectors or accessories

Commodity Code : 42201809

Commodity Group Code : 30040019

Description	Unit of Measure	Quantity
IV X RAY CONTRAST MEDIA - OMNIPAQUE 100mls	Bottle	1

**Commodity Specification :-**

S/N	Features	Description
1	Specification	A substance that absorbs x-rays. Radiopaque contrast agents are used to allow blood vessels, organs, and other non-bony tissues to be seen more clearly on a CT scan or other radiologic (x-ray) examination Streingth of 350mg/ml
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity and UOM. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.

**LOT NO. FA/2025/2026/137/TR177/G/96/3****Item No.3 : MRI CONTRAST MEDIUM - Gadolinium (20mls)**

Commodity Title : Angiography contrast medium delivery sets

Commodity Code : 42203407

Commodity Group Code : 30040004

Description	Unit of Measure	Quantity
MRI CONTRAST MEDIUM, (20mls)	Bottle	1

**Commodity Specification :-**

S/N	Features	Description
1	Specification	MRI contrast media, agents or 'dyes') are chemical substances used in magnetic resonance imaging (MRI) scans to help visulize human body structures to Aid diagnosis.
2	Specification	MRI contrast media, agents or 'dyes') are

2.03.2026 / 2.946

		chemical substances used in magnetic resonance imaging (MRI) scans to help visualize human body structures to Aid diagnosis. 20mls should be packed in a bottle singly and labelled in english with important information including Item Generic Name, MSD/GoT Logo, Batch Number, Manufacturers Name, Manufacturing and Expiring Date
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
4	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, and Label Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One Bottle as sample
5	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp. and Mft. dates, Batch No. Weight, size and units per carton.
6	Shipping Carton	TBD

**LOT NO. FA/2025/2026/137/TR177/G/96/4**

**Item No.4: BARIUM ENEMA KIT with 2.5LT BAG**

Commodity Title : Medical imaging contrast agent injectors or accessories

Commodity Code : 42201809

Commodity Group Code : 30040022

Description	Unit of Measure	Quantity
BARIUM ENEMA KIT	Kit	1

**Commodity Specification :-**

S/N	Features	Description
1	Specification	1. General Description A Barium Enema Kit is a disposable system used in diagnostic imaging to introduce barium sulfate contrast into the rectum for radiological examination of the colon. It is designed for single-patient use and must meet strict standards of sterility and safety. 2. Kit Components & Construction Details 2.1 Enema Bag Material: Medical-grade polyvinyl chloride (PVC), DEHP-

2.03.2026 / 2.946

		<p>free, non-toxic Capacity: 2,000–3,000 mL (standard 2,500 mL) Graduation: Clear, embossed or printed scale (500 mL increments) Fill Port: oWide-mouth opening for easy filling oLeak-proof, screw-on cap with tether strap oOptional: Air vent with filter to prevent contamination Outlet Port: oTapered nozzle for secure tubing connection oHeat-sealed construction for leak prevention 2.2 Delivery Tubing Material: Transparent, flexible, kink-resistant medical-grade PVC Length: Minimum 150 cm; standard 180–200 cm Inner Diameter: 6–8 mm (to ensure proper barium flow) Outer Diameter: 8–10 mm Clamp: oType: Thumbwheel roller clamp or screw clamp oFunction: Precise control of barium flow oMaterial: ABS or nylon 2.3 Rectal Catheter / Enema Tip Material: oStandard: Soft latex or latex-free silicone (hypoallergenic) oPediatric: Softer durometer silicone Sizes Available: oAdult: 28–30 French (Fr) oPediatric: 20–24 Fr Design Features: oSmooth, rounded tip for comfort oDual side-eye outlets for even distribution oOptional: Retention balloon Capacity: 60–90 mL Pilot balloon with stopcock valve for inflation/deflation Connector: Standard luer slip or friction-fit connector to tubing 2.4 Lubricating Jelly Type: Sterile, water-soluble, hypoallergenic Volume: 3–5 grams per sachet Purpose: For easy and comfortable insertion of the catheter 2.5 Optional Components Disposable Gloves: oMaterial: Latex, nitrile, or vinyl oSize: Medium or large oSterility: Non-sterile or sterile depending on kit variant Absorbent Pad: oMaterial: Cellulose top layer with polyethylene back sheet oSize: 40 x 60 cm Protective Drape or Towel 3. Sterility &amp; Shelf Life Sterilization Method: Ethylene oxide (EtO) or gamma irradiation Sterility Assurance Level (SAL): <math>10^{-6}</math> Shelf Life: Minimum 3 years from manufacturing date Storage Conditions: Store in cool, dry place away from sunlight, temperature 15–30°C 4. Packaging Inner Packaging: oIndividual sterile packaging (blister or peel pouch) oClearly labeled with: Product name Lot number Expiry date Sterilization method Instructions for use Outer Packaging: oCorrugated carton with protective insert oTransport and stacking instructions oQuantity: 20–25 kits per carton (depending on size) 5. Regulatory Compliance Quality Standards: oISO 13485: Medical Devices – QMS oISO 10993: Biocompatibility Testing oEN 556:</p>
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		<p>Sterility for Medical Devices Markings: oCE mark (EU) oFDA 510(k) registration (US) oUDI (Unique Device Identifier) as per MDR or FDA standards Latex-Free Declaration: Clearly marked if applicable</p>
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2.03.2026 / 2.946

## Delivery Schedule

**Tender Description:** Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers

**Tender No:** FA/2025/2026/137/TR177/G/96

Specific item(s) delivery schedule will be specified on the issuance of the call-off order.

2.03.2026 / 2.946

## Inspection and Tests

**Tender Description:** Supply of Radiology and Imaging Contrast Agents and Consumables from Authorized Dealers

**Tender No:** FA/2025/2026/137/TR177/G/96

Inspection and Tests for specific item(s) will be known on the issuance of the call-off order.

2.03.2026 / 2.946

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

2.03.2026 / 2.946

## GENERAL CONDITIONS OF CONTRACT (GCC)

These General Conditions of Contract (GCC) should be read in conjunction with the Special Conditions of Contract (SCC)

SN	GCC Clause	GCC Clause Number	GCC Clause Description
1	Definitions	1.1.	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) <b>“The Arbitrator”</b> is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>b) <b>“Adjudicator”</b> is the person appointed jointly by the Purchaser and the Supplier from the institution specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in GCC 31 and 32.</p> <p>c) <b>“Call-Off Order”</b> is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.</p> <p>d) <b>“Contract”</b> means an agreement entered between the Purchaser and the Supplier to execute the Contract.</p> <p>e) <b>“Contract Price”</b> “Contract Price” is the amount accepted in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract</p> <p>f) <b>“Commencement Date”</b> is the date when the supplier shall commence execution of the contract as specified in Certificate of Contract Commencement issued by the Contract Manager.</p> <p>g) <b>“Completion date”</b> means the date of fulfilment of the contract and related services by the Supplier in accordance with the terms and conditions set forth in the contract</p> <p>h) <b>“Day”</b> means a calendar day.</p> <p>i) <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>j) <b>“Effectiveness Date”</b> means the date shown in the Certificate notice of Contract Commencement issued by the Purchaser Contract Manager upon fulfilment of the conditions precedent stipulated in GCC 3.</p> <p>k) <b>“Eligible Country”</b> means the countries and territories eligible for participation in procurements financed by the specified institution.</p> <p>l) <b>“End User”</b> means the organization(s) where the goods will be used, as named in the SCC.</p> <p>m) <b>“Final Destination ”</b> where applicable, means the place or places named in the SCC.</p> <p>n) <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</p>

2.03.2026 / 2.946

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.

- o) "Framework Agreement" is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call-offs) can be made throughout the term of the Agreement.
- p) GCC" means the General Conditions of Contract contained in this section.
- q) "Goods" means all of the pharmaceuticals, medical equipment and supplies, Laboratory equipment and reagents, Diagnostic and medical imaging, or nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- 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.
- s) "Procuring Entity" means the entity purchasing the Goods and related service, as named in SCC.
- t) "Project Site" where applicable, means the place or places named in the SCC and the legal successors in title to this person.
- u) "Purchaser" means the procuring entity purchasing the Goods, as named in the SCC
- v) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Laws.
- w) "Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

2.03.2026 / 2.946

- x) "Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- y) "Sexual Exploitation and Abuse" "(SEA)" means the following:
- a) "**Sexual Exploitation**" is defined as means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
  - b) "**Sexual Abuse**" is defined as means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
  - c) "**Sexual Harassment**" "(SH)" is defined as means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
  - d) "**Sexual Harassment**" "(SH)" is defined as means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
- z) Sub-Supplier means any person, whether natural or legal, named in the Contract as a Sub-contractor, or any person appointed as a Sub-contractor for part of the Supplies and the legal successors in title to each of these persons.
- aa) "Supplier" 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 and includes the legal successors or permitted assigns of the supplier.
- bb) "Sustainable Public Procurement" means a process whereby the Purchaser meets the need for goods, services and works in a way that achieves value for money on a whole lifecycle basis in terms of generating benefits not only to the Purchaser but also to society and the economy, whilst minimizing damage to the environment.

2	Application and interpretation	2.1	These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Framework Agreement.
		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	If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC 4.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
		2.4	The documents forming the Contract shall be interpreted in the following order of priority: a) Letter of Acceptance; b) Form of Tender; c) Special Conditions of Contract; d) General Conditions of Contract; e) Specifications; f) Completed Price Schedules), and g) Performance Security h) Any other document listed in the SCC as forming part of the Contract including Minutes of Negotiations, JV Agreement where applicable, [This should be shown as Appendices: From Appendix 1 to Appendix n <sup>th</sup> ].
3	Nature and period of contract	3.1	The type of Contract is a Framework Agreement
		3.2	The Contract is a Framework Agreement, the Period of the Contract is Stated in the SCC. The Contract shall commence in accordance with the nomination in the SCC, being either a specific date or the date of acceptance
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 SCC.
		4.2	If any of the contract document, correspondence or communication is prepared in any language other than the governing language under sub Clause 4.1, translation of such documents, correspondence or communication in the language specified in sub Clause 4.1 shall prevail in matters of interpretation
	Labour laws and other applicable laws	5.1	The Supplier shall comply with all the relevant labour laws applicable in the country, including laws relating to workers employment, working hours, welfare, immigration and anti- trafficking in persons
		5.2	The Supplier shall require if any its Sub-Contractor and Personnel employees to obey all

			applicable laws, including those concerning safety at work.
		5.3	The contract shall be governed and interpreted in accordance with the Laws of Tanzania unless otherwise specified in SCC.
6	Country of origin	6.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
		6.2	For purposes of this Clause, "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 product results that is substantially different in basic characteristics or in purpose or utility from its components. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the SCC.
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 so 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 Clause 8.1[Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania] except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 8.1 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 the United Republic 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 the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">2.03.2026 / 2.946</p>	<p>9 Patent and Copy Rights</p>	<p>9.1</p>	<p>appropriate donor agencies  The Supplier shall, subject to the Purchaser's compliance with GCC20.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods.  Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
		<p>9.2</p>	<p>If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
		<p>9.3</p>	<p>If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p>
		<p>9.4</p>	<p>The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
		<p>9.5</p>	<p>The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
	<p>Performance Security/Performance Securing Declaration</p>	<p>10.1</p>	<p>The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the</p>

			<p>Letter of Acceptance and/or Call Off Order(s). 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. The Performance Security shall be valid for 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC.</p>
		10.2	<p>In the case of Environmental and Social (ES) Performance Security, or Securing Declaration, it shall be issued in the form and amount specified in the SCC. The ES Performance Security shall be issued by a bank acceptable to the Purchaser and denominated in the types and proportions of the currencies in which the Contract Price is payable.</p>
		10.3	<p>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.</p>
		10.4	<p>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, including any warranty obligations, unless otherwise specified in SCC.</p>
		10.5	<p>Where circumstances necessitate the amendment of the contract after signature, and such amendment is affected, 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.</p>
		10.6	<p>In the case of Performance Securing Declaration, it shall remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.</p>
		10.7	<p>The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:</p>
11	Sustainable Public Procurement	11.1	<p>The Supplier shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>
12	Liability of the joint venture	12.1	<p>If the Supplier constitutes a JV, consortium or other unincorporated grouping of two or more persons:</p> <ol style="list-style-type: none"><li>These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</li><li>These persons shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and</li><li>The Supplier shall not alter its composition or legal status without the prior consent of the Purchaser.</li></ol>

		12.2	<p>If the Supplier constitutes a JV under preference schemes:</p> <p>a) The JV Agreement shall form part of the main contract between the Purchaser and Supplier; and</p> <p>A breach of the terms and conditions of JV by either party may lead to termination of the Contract or other legal measures including debarment of the JV and its Directors.</p>
13	Inspections and Tests	13.1	<p>The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services after issuance of Call Off Order.</p>
		13.2	<p>The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods" final destination, or in another place in the Purchase's Country as specified in the SCC. Subject to GCC 13.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser</p>
		13.3	<p>The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC13.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p>
		13.4	<p>Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p> <p>The Supplier may have an independent quality test Conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>b) c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination</p>
		13.5	<p>Where the Supplier contests the validity of the</p>

rejection by the Purchaser or his representative, of any inspection as required by GCC13.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party

13.6 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

13.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. Absence of heavy handling facilities at all points in transit.

13.8 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC13.4.

13.9 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC11.7, shall release the Supplier from any warranties or other obligations under the Contract.

14 Packing 14.1 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

14.2 The packing, marking, and documentation within

2.03.2026 / 2.946

15	Delivery and Documents	15.1	and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser
		15.2	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
		15.3	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.
16	Insurance	16.1	Documents to be submitted by the Supplier are specified in SCC.
		16.2	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
17	Transportation	17.1	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
		17.2	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.
		17.3	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.
			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.

		17.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
18	Incidental services	18.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC.
		18.2	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.
19	Spare Parts	19.1	As specified in SCC, the Supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: 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 following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
20	Warranty	20.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
		20.2	The Purchaser shall have the right to make claims under the above warranty for the period as specified in the SCC after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will

			<p>be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p>
		20.3	<p>In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis</p>
		20.4	<p>If, after being notified that the defect has been confirmed pursuant to GCC 19.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.</p>
		20.5	<p>In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.</p>
21	Payment	21.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.</p>
		21.2	<p>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 15 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.</p>
		21.3	<p>Payments shall be made promptly by the Purchaser, in the mode of payment specified in the SCC, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Unless otherwise specified in the <b>SCC</b>, the event of a late payment by the Purchaser, the Supplier shall be entitled to an interest on the delayed payment, which will be included in the next payment. Interest shall be</p>

- calculated from the due date of the payment until the actual date of payment, at the prevailing rate issued by the Bank of Tanzania (BOT) as of the Contract signing date, for each currency involved (domestic or foreign). The interest rate shall be the prevailing overall time deposit rate issued by BOT for each currency of payment as specified in the SCC. If negotiated, this rate shall not exceed 1% above the BOT prevailing rate. However, interest on delayed payments shall not exceed 10% of the unpaid amount and at this point the Contractor may consider terminating the Contract.
- 21.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as 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.
- 21.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 21.4
- 22.1 The contract price shall be as specified in the Form of Contract Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 22.2 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.
- 22.3 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 GCC 22.4.
- 22.4 If in accordance with GCC 22.2 and 22.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: 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:  
$$P1 = P0 [a + bL1/L0 + cM1/M0] - P0$$
where a + b  
+ c = 1 in  
which:  
P1 = adjustment amount payable to the Supplier.  
P0 = Contract Price (base price).  
Contract Price and generally in the range of five (5) to fifteen (15) percent.  
b = estimated percentage of labour component in the Contract Price.  
c = estimated percentage of material component in the Contract Price.  
L0, L1 = labour indices applicable to the

23	Change order and contract amendments	23.1	<p>appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. 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: a=[insert value of coefficient] b=[insert value of coefficient] c=[insert value of coefficient] Base date = thirty (30) days prior to the deadline for submission of the bids. Date of adjustment =mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions: (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. (b) If the currency in which the Contract Price P0is 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: Z0/Z1, where: Z0=the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and Z1= the number of units of currency of the origin of the indices which equal to one unit of the currency of the C (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: a) 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.</p>
		23.2	<p>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.</p>
		23.3	<p>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</p>

			shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		23.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC, any variation to the contract resulting from a value engineering proposal agreed between the parties.
		23.5	Where lots are apportioned to different Suppliers, the Supplier for a lot as stated in the SCC shall ensure the coordination of the implementation of all the lots.
24	Assignment	24.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
25	Subcontracting	25.1	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.
		25.2	In case of sub-contracting for contracts set aside for exclusive preference, the foreign firm shall subcontract between 5% and 30% of the total contract value to a local firm.
		25.3	A Subcontracting agreement entered between a foreign Supplier and a local Sub-contractor arising out of preference schemes shall form part of the main contract between the Purchaser and the foreign Supplier.
		25.4	Subcontracts must comply with the provision of GCC Clause 25.
26	Preference of local goods	26.1	The supplier who has been awarded a contract after the application of preference for goods shall supply materials domestically produced, mined or manufactured in the United Republic.
27	Delays in the Supplier's Performance	27.1	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.
		27.2	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.
		27.3	Except as provided under GCC 30[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 28, unless an extension of time is agreed upon pursuant to

28	Liquidated Damages	28.1	GCC 27.2 without the application of liquidated damages. Subject to GCC 27[Delays in the Supplier's Performance], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, 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 percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 29 [Termination for Default].
		28.2	In case performance securing declaration has been used and Where the Supplier fails to supply to the required goods, a penalty for lack of performance will be paid by the Supplier as specified in the SCC.
29	Termination for Default	29.1	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.
		29.2	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 Clause 25; or b) if the Goods do not meet the Technical Specifications stated in the Contract; or c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or d) 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 e) if the Supplier fails to perform any other obligations) under the Contract. f)A breach of the terms and conditions of JV by either party may lead to termination of the Contract or other legal measures including debarment of the JV and its Directors. g) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract. For the purpose of this clause: i)“ <b>corrupt practice</b> ” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii) “ <b>coercive practice</b> ” 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

			<p>corrupt practice or fraudulent practice; iii) “<b>collusive practices</b>” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party . “<b>fraudulent practice</b>” 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 noncompetitive levels and to deprive the Government of the benefits of free and open competition; v) “<b>obstructive practice</b>” means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
		29.3	<p>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.</p>
30	Force Majeure	30.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>
		30.2	<p>For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.</p>
		30.3	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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.</p>
	Termination for Insolvency	31.1	<p>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</p>

32	Termination for Convenience	32.1	that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser. 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.
		32.2	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.
33	Settlement of Disputes	33.1	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.
		33.2	If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier shall refer the dispute in writing or electronic forms that provide record of the content of communication to the adjudicator with a copy to the other party.
		33.3	The Adjudicator appointed by Adjudicator's Appointing Authority stated in the SCC shall give a decision in writing or electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.
		33.4	The Adjudicator shall be paid by the hour at the rate specified in the SCC, including with reimbursable expenses, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision will be final and binding.
		33.5	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority at

			the request of either party, within 14 days of receipt of such request.
		33.6	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 delivery of the goods under the Contract.
		33.7	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		33.8	Notwithstanding any reference to arbitration herein,
			a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
			b) the Purchaser shall pay the Supplier any monies due the Supplier.
34	Limitation of Liability	34.1	Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,
			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.
35	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36	Taxes and duties	36.1	A Supplier Supplying Goods from abroad shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings

		36.3	to the maximum allowable extent A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
37	Suspension of Financing	37.1	In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Supplier are being made: a) The Purchaser is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice. If the Supplier has not received sums due it within the 28 days for payment provided for in GCC 21.3 [Payment], the Supplier may immediately issue a 14-day termination notice.
38	Condition Precedent	38.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC.
		38.2	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
		38.3	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.
39	Certification of Goods in Accordance with Laws of the United Republic of Tanzania	39.1	If required under the Applicable Law, goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the SCC. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
		39.2	Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
		39.3	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the Contract has not become effective pursuant to GCC 9.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

2.03.2026 / 2.946

## **SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)**

2.03.2026 / 2.946

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

S/N	GCC Clause	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Definitions	1.1 (a)	The Arbitrator's Appointing Authority is Tanzania Institute of Arbitrators (TIArb).
		1.1(a)	Tanzania Institute of Arbitrators (TIArb).
		1.1 (l)	The end user of goods is Health Facilities.
		1.1 (n)	The final destination is MSD HQ- KEKO DAR ES SALAAM
		1.1 (t)	The Procuring Entity is MEDICAL STORES DEPARTMENT.
		1.1 (u)	The Project Site is MSD HQ- KEKO DAR ES SALAAM.
2.	Application	2.4 (i)	Other documents forming part of the contract are <b>Not Applicable.</b>
3.	Nature and Period of Contract	3.2	The framework contract duration is 1095 days. The The commencement period is 7 days after signing the contract.
4.	Governing Language	4.1	The Governing Language shall be: English.
5.	Applicable Law	5.3	The Governing Law is Tanzania Law.
6.	Country of Origin	6.2	Not applicable.
7.	Performance Security/Performance Securing Declaration.	10.1	The type and amount of Performance Security will be determined during the issuance of call off order.
		10.2	The type of Environmental and Social Performance Security to be used will be Environmental and Social Performance Securing Declaration.
		10.4	The performance security will be discharged: 15
8.	Sustainable Public Procurement	11.1	All goods should be align with Environmental, Economic and Social
9.	Packing	12.2	The following SCC shall supplement GCC Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification. <b>For Goods supplied from abroad:</b> Upon shipment, the Supplier shall notify the Procuring Entity 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. The Supplier shall mail the following documents depending on the INCOTERM to the Procuring Entity, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and the total amount; (ii.) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of the non-negotiable bill of lading; (iii.) One original plus four copies of the packing list identifying the contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.

2.03.2026 / 2.946

			<p>Certificate of Analysis</p> <p>Parking list</p> <p>Import Permit</p> <p>Supplier's Invoice</p> <p>Supplier's delivery note</p> <p>Bill of Landing</p> <p>Air way Bill</p> <p>The above documents shall be received by the Procuring Entity 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>
10.	Inspections and Tests	13.2	Not applicable
11.	Delivery and Documents	15.1 & 15.3	<p>For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <ol style="list-style-type: none"> <li>i. three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal.</li> <li>ii. one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct number of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non - negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multi modal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</li> <li>iii. Four copies of the packing list identifying contents of each package; copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>iv. Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>v. One original of the manufacturer's or supplier's Warranty Certificate covering all items supplied;</li> <li>vi. One original of the supplier's Certificate of Origin covering all items supplied;</li> <li>vii. Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); For goods shipped by sea the following documents to be submitted immediately by email and original documents to be submitted at least 14 days prior to ship arrival.</li> <li>viii. Certificate of analysis/conformity for medical supplies and equipment to be included as the delivery document;</li> <li>ix. EFD receipt to be included for VAT registered suppliers (local;</li> </ol>

2.03.2026 / 2.946

- x. Endorsed Import permit to be included in the delivery documents for imported goods; and  
xi. Any other procurement-specific documents required for delivery / payment purposes:-

Certificate of Analysis

Packing list

Import Permit

Supplier's Invoice

Supplier's delivery note

Bill of Landing

Air way Bill

For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods" description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;
- (ii) Two copies of delivery note, railway consignment note, road consignment notes, truck or airway bill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser for customs purposes]and delivery through to final destination as stated in the Contract;
- (iii) Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) Four copies of the packing list identifying contents of each package;
- (v) One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) other procurement-specific documents required for delivery / payment purposes. Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 17 (GCC 11.4) above. For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:
  - (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods" description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;
  - (ii) two copies of delivery note, railway consignment note, road consignment notes, truck or airway bill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser for customs purposes]and delivery through to final destination as stated in the Contract;
  - (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
  - (iv) four copies of the packing list identifying contents of each

			<p>package;</p> <p>(v) one original of the manufacturers or Supplier's Warranty certificate covering all items supplied;</p> <p>(vi) one original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(viii) other procurement-specific documents required for delivery / payment purposes. Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 17 (GCC 11.4) above.</p>
12.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on an "All Risks" basis, including War Risks and Strikes.
13	Incidental Services	16.1	<p>Incidental services to be provided are:</p> <p><b>For goods manufactured in Tanzania:</b> Not Applicable</p> <p><b>For goods to be imported:</b> Not Applicable</p>
14	Spare Parts	19.1	Not Applicable
15	Warranty	20.1	Not Applicable
16	Payment	21.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in 100 in the following manner:</p> <p>(i) Advance Payment 0 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) On Shipment 30 percent of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: 70 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in 0 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>
2.03.2026 / 2.946			<p><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 made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: 100 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</p> <p>(iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of</p>

			the acceptance certificate for the respective delivery issued by the Procuring Entity.
17.	Prices	21.4&21.5	NOT_APPLICABLE. Prices shall be adjusted in accordance with the provisions in the Attachment to SCC.
18.	Change Orders and Contract Amendments (value engineering)	23.4	Value Engineering is not applicable.
19	Liquidated Damages	28.1	Applicable rate: 0.01 per day of undelivered materials/good's value. Maximum deduction is equal to the performance security or ten percent (10%) of the contract sum in case performance declaration was used.
20.	Settlement of Disputes	33.3	The Appointing Authority of the Adjudicator is Tanzania Institute of Arbitrators (TIArb).
		33.4	0.00 per hour. Types of Reimbursable Expenses
		33.7	Arbitration institution shall be: Tanzania Institute of Arbitrators (TIArb) Place for carrying out Arbitration Tanzania Institute of Arbitrators (TIArb).
21.	Notices	35.1	Procuring Entity's address for notice purposes: P.O.BOX 9081 TEMEKE, DAR ES SALAAM Supplier's address for notice purposes To be determined later.
22.	Conditions Precedent	38.1 & 38.3	Not Applicable.
23.	Certification of Goods in accordance with laws of the United Republic of Tanzania	39.1	Registration of goods is TMDA certificate

2.03.2026 / 2.946

## Special Conditions of Contract

### PHARMACEUTICALS

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of pharmaceuticals.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and Documents	15.1 & 15.3	<p><i>For Goods supplied from abroad:</i></p> <p>(ii) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied.</p> <p>(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.</p> <p>(iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.</p>

2.03.2026 / 2.946

## Special Conditions of Contract

### VACCINES

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of vaccines.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and Documents	13.1 & 13.3	<b><i>For Goods supplied from abroad:</i></b>  (ii) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
			(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
			(iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.
			<b><i>For Goods from within the United Republic of Tanzania:</i></b>
			One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
	Warranty of Goods	20.1	The Purchaser reserves the right to request evidence of bio-availability and/ or bio-equivalence data and / or evidence of the basis for expiration dating and other stability data concerning the goods to verify shelf life claimed for the Goods.  If an adverse event following immunization (AEFI) occurs in the United Republic of Tanzania and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the United Republic of Tanzania, take steps to advise the supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used.

2.03.2026 / 2.946

**Special Conditions of Contract  
CONDOMS**

The following SCC shall supplement the GCC in the procurement of condoms. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Inspection and Tests	13.1 & 11.2	(a) The Supplier shall test batches of Goods ready for shipment in accordance with the WHO specification. The size of the sample for testing will be calculated by reference to ISO 2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of such tests.
	Delivery and Documents	15.1 & 11.2	<b><i>For Goods supplied from abroad:</i></b> (ix) <u>original copy of quality control tests for each consignment as stated in SCC 9 above.</u> (x) original copy of the certificate of inspection furnished to Supplier by nominated inspection agency and six copies. [where separate inspection is required] <b><i>For Goods from within the United Republic of Tanzania:</i></b> i) Certificate of in-house analysis.

2.03.2026 / 2.946

## SECTION X: CONTRACT FORMS

2.03.2026 / 2.946

# 1. Notice of Intention to Award a Contract.

[Letterhead paper of the PE]

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

To: . . [name and address of the Supplier] . . . . .

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER [insert number of contracts] FOR [insert description]**

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

Your tender was not considered for award of the contract due to the following reasons<sup>1</sup>

- 1) .....
- 2) .....
- 3) .....

Be informed that, you have Five (5) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review,. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to (insert the title of Accounting Officer) through NeST.

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE: .....

<sup>1</sup> Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

2.03.2026 / 2.946

## 2. Letter of Acceptance

*[Letterhead paper of the PE]*

*[date]*

To: *[name and address of the Supplier]*

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

This is to notify you that your tender dated *[insert date]* for execution of the Contract Number *[insert Contract number and description, as given in the Special Conditions of Contract]* has been accepted by our procuring entity at a total contract amount of *[NAME OF CURRENCY] [AMOUNT IN FIGURES] says in words [AMOUNT IN WORDS]* as corrected and modified in accordance with the Instructions to Tenderers.

You are required to furnish the Performance Security and an Environmental and Social (ES) Performance Security *[Delete ES Performance Security if it is not required under the contract]* within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, *[Delete reference to the ES Performance Security Form if it is not required under the contract]* included in Section X, Contract Forms, of the Tendering Documents.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

### **Attachment: Contract Agreement**

Copy:, PPRA, , CAG, Office of the Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority,

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

2.03.2026 / 2.946

**3. Form of Framework Contract**  
(Insert INVITATION DATE)

CS\_START IF SUBMISSION IS FROM JVC THIS FRAMEWORK CONTRACT (hereinafter referred to as “Contract”) is made this (CONTRACT\_DATE) between (PE NAME) of (PE ADDRESS) situated at (PHYSICALADDRESS) (hereinafter called the Purchaser and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, (JVC TENDERERS LIST) (herein after referred to as the Supplier) of (TENDERER ADDRESS) situated at (PHYSICAL ADDRESS)each of which shall be jointly and severally liable to the Purchaser for all the Supplier’s Obligations under this Contract.

OR IF SUBMISSION IS NOT FROM JVC, THIS FRAMEWORK CONTRACT (hereinafter referred to as the “Contract”) is made this

(CONTRACT DATE) between (PE NAME) of (PE ADDRESS) situated at (PHYSICAL ADDRESS) (hereinafter referred to as the Purchaser) and, on the other hand,

(TENDERER NAME) (hereinafter referred to as the Supplier) of (TENDERER ADDRESS) situated at (PHYSICAL ADDRESS) shall be liable to the Purchaser for all the Supplier’s Obligations under this contract. CS\_END

WHEREAS the Purchaser invited Tenders for the supply of certain goods and ancillary services, viz (TENDER DESCRIPTION) and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of (AGREED CONTRACT AMOUNTIN FIGURES) (AGREED CONTRACT AMOUNT IN WORDS) CS\_START IF VAT IS APPLICABLE and Value Added Tax (VAT) of (SUBMISSION\_CURRENCY\_VAT AMOUNT) in words (SUBMISSION CURRENCYVAT AMOUNT IN WORDS) (hereinafter called “the Contract Price”).

ORIF VAT IS NOT APPLICABLE Value Added Tax (VAT) is exclusive (hereinafter called “the Contract Price”). CS\_END

**NOW THIS FRAMEWORK CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Framework Contract, words and expressions shall have the same meanings as are respectively assigned to them in this Framework Agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Contract.

- (i) Form of Tender;
- (ii)Special Conditions of Contract;
- (iii)General Conditions of Contract;
- (iv)Specifications;
- v)Schedule of Requirements (Including Price Schedules);
- vi)Performance securities
- vii)Power of Attorney; and
- viii)Any other document listed in the SCC as forming part of the Contract Documents, including Minutes of Negotiation, JVCA Agreement, where applicable. CS\_START IF OTHER DOCUMENTS FORMING PARTS OF THE CONTRACTS IS APPLICABLE OR IF OTHER DOCUMENTS FORMING PARTS OF THE CONTRACTS IS NOT APPLICABLE - None. CS\_END

3. The Supplier covenants with the Purchaser to supply the following goods in conformity with the provisions of contract:

Item code	Goods Description	UOM	Manufacturer/Country of Origin	Unit (Currency)	Price
Incoterm: [Insert place of Destination]					

4. In consideration of the supply of goods, the Procuring Entity hereby covenants to pay the Supplier the contract price at agreed unit price(s) indicated in paragraph three (3) above as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

5. The Procuring Entity shall order from the Supplier the goods specified in the contract period as the need shall arise by issuing call off orders which shall be issued as notices and signed by the Procuring Entity and the Supplier. The quantities of goods specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment. Call off orders may be issued at any time during a period of this Framework Contract from the date of contract indicated in this Framework Contract. Any order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

6. The Supplier shall deliver the goods as per delivery schedule stated in the Call off Order. Where the goods will be urgently needed and, in the event, the Supplier will be unable to deliver the goods within the indicated time frame, the Procuring Entity shall be at liberty to procure the goods from other alternative sources available.

7. The Supplier shall ensure the goods supplied shall be in good quality and standards and shall not be less than 80% or 24 months of the total shelf life at the time of delivery.

8. The Procuring Entity shall have right to inspect, test and, where necessary, reject the goods that fail to conform to specifications irrespective of having previously been inspected and passed before delivery to MSD.

9. In the event of rejection of the goods for any reason, the Supplier shall pick the rejected goods immediately and not more than seven working days (07) after the notice of rejection has been communicated. A daily storage charge shall be imposed on any unpicked goods after expiry of the grace period of seven working days as the Procuring Entity shall determine.

10. The Procuring Entity shall apply a vendor rating system through which the Supplier's performance will be continuously measured in respect of adherence to agreed delivery schedules, quality of consignments received, quality of communications during the contract period and all conditions of contract in general. Such performance rating shall be used in future evaluations and may influence future contract awards.

11. The Supplier shall deliver a Performance Security to the Procuring Entity within Fourteen (14) days after receipt of the Call off order. Performance security shall be ten (10) percent of the call off total price.

12. This Framework Agreement shall run for a period of (insert no. of months) effective from (insert start date) to (insert end date). The Department may invite new tenderers any time when needs arise.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract 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:**

<b>THE PURCHASER</b>	<b>THE SUPPLIER</b>
<b>Name:</b> .....	<b>Name:</b> .....
(Authorized Representative)	(Authorized Representative)
<b>Designation:</b> .....	<b>Designation:</b> .....
<b>Signature:</b> .....	<b>Signature:</b> .....
<b>WITNESS</b>	<b>WITNESS</b>
<b>Name:</b> .....	<b>Name:</b> .....
<b>Designation:</b> .....	<b>Designation:</b> .....

203.2026/2.946

Signature: .....

Signature: .....

2.03.2026 / 2.946

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

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)

Used as an alternative performance security for Contracts whose value falling under Regional Exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance

2.03.2026 / 2.946

## 5. Performance Security Form (Bank Guarantee) (Unconditional)

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

[The bank/successful Tenderer providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Purchaser requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Purchaser]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that [insert name of Supplier] (hereinafter called "the supplier") has been awarded Contract No. [insert reference number of the Contract] dated [insert date] with you, for the execution of [insert name of Contract and brief description of tender] (hereinafter called "the Contract").

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

At the request of the Supplier, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the [insert number] day of [insert month], [insert year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

[seal of the Bank]

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

2.03.2026 / 2.946

## 6. Call Order Form

[Insert purchase order No.]

[Insert call order Reference No.] [insert call off order date]

[Insert NAME and Address of the Supplier]

RE: [Insert procurement description and call off order No].

Reference is made to the above subject.

We hereby issue Call-off Order No. [insert call off order No.] subject to the Terms and Conditions of the Framework Agreement No. [Insert Framework Agreement Reference No.]. In the event of conflict between this Call-off Order and the Framework Agreement, the latter shall prevail.

Please proceed with delivery of the supplies as detailed and in accordance with Terms indicated below:

Goods Code Goods Description Unit of Measure Quantity Unit Price (insert currency) Total/Price (insert currency)

Total Price (insert applicable incoterms and place of destination]

The total value of this Call-off Order is (insert currency) (insert amount in figures) says in word (state amount in words)

The goods indicated above shall be invoiced and delivered immediately not later than [ insert date, month and Year which delivery is expected]

Please submit Proforma Invoice and Bank Guarantee of 10% total call off order value for LC Opening and TMDA permit application within 14 days from the date of signing this call off order. [insert other payment mode and terms where applicable]

The Call-off Order should be signed by [insert date, month and year of signing the call off order] otherwise shall be treated as null and void.

a)For the Procuring Entity

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ [Inset Department signatory] [

insert Title of the signatory ]

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

[Insert Department witness] [insert title of the witness]

b)For the Supplier

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_.

2.03.2026 / 2.946

## 7. Performance Bond

[Guarantor letterhead]

[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Purchaser requires this type of security]

By this Bond, [insert name and address of Supplier] as Principal (hereinafter called “the Supplier”)and [insert name, legal title, and address of surety, bonding company, or insurance company] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name and address of Purchaser] as Oblige (hereinafter called “the [Purchaser]”) in the amount of [insert amount of Bond][insert amount of Bond in words], 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 Contract with the Purchaser dated the [insert number] day of [insert month], [insert year] for [insert name of Contract] 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 his obligations there under, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the 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 the Purchaser to the Supplier under the Contract, less the amount properly paid by the Purchaser to the Supplier;or

(3) pay the Purchaser the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance 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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this [insert day] of [insert month], [insert year].

Signed by [insert signature(s) of authorized representative(s)] on behalf of [name of Supplier r] in the capacity of [insert title(s)]

In the presence of [insert name and signature of witness]

Date [insert date]

Signed by [insert signature(s) of authorized representative(s) of Surety] on behalf of [name of Surety] in the capacity

of[insert title(s)]

In the presence of [insert name and signature of witness]

Date [insert date]

2.03.2026 / 2.946

## 8. Bank Guarantee Form for Advance Payment

Date: [insert date]

IFT: [insert name and number of IFT]

Contract: [insert name and number of Contract]

To: [insert name and address of Purchaser]

Dear Sir or Madam,

In accordance with the payment provision included in the Special Conditions of Contract (SCC), which amends GCC 23 to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

[address]

---

[date]

2.03.2026 / 2.946

## Environmental and Social Performance Securing Declaration

**Date:** [insert day, month, year]

**Contract No. and Title:** [insert contract number and title]

**To:**

[Insert complete name of Employer/Client/Purchaser] (select as applicable)

[Insert complete physical address of Employer/Client/Purchaser] (select as applicable)

**Declaration:**

I/We, the undersigned, hereby declare as follows:

**1. Understanding of Obligations:**

I/We acknowledge that under the terms and conditions of the above-referenced contract, I/We am/are duty-bound to guarantee the faithful environmental and social performance by the [Contractor/Supplier/Service Provider/Consultant] (select as applicable) concerning all obligations under the contract.

**2. Consequences of Non-Performance:**

I/We accept that in the event of failing to perform the contract in accordance with the stipulated Environmental and Social terms and conditions, I/We may be debarred from participating in public procurement for a period as may be determined by the Public Procurement Regulatory Authority, in accordance with the Public Procurement Act, Cap. 410 and its Regulations.

**3. Validity of Declaration:**

This Environmental and Social Performance Securing Declaration shall remain valid until satisfactory performance and final acceptance of the assignment by the Employer/Client/Purchaser (select as applicable).

**Declared and signed by:**

**Name:** [insert name of person signing the Environmental and Social Performance Securing Declaration]

**Signature:** [insert signature of person whose name and capacity are shown]

**Designation:** [insert legal capacity of person signing the Environmental and Social Performance Securing Declaration]

Duly authorized to sign the Contract for and on behalf of: [insert complete name of Contractor/Service Provider/Consultant/Supplier] (select as applicable).

Dated on this .....day of .....,..... [insert date of signing]

Affix Corporate Seal/Stamp (as appropriate)

2.03.2026 / 2.946

# ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

## ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: \_ [Insert date of issue]

ES PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

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

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

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

Yours truly,

**Signature and seal:** .....

**Name of Bank/Financial Institution:**.....

**Address:** .....

**Date:**.....

<sup>[1]</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>[2]</sup> Insert the date twenty-eight days after the expected completion date as described in CC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the

Guarantor before the expiry of the guarantee.”

2.03.2026 / 2.946

## **SECTION X: FORMS OF INTEGRITY**

### **UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY/ CODE OF CONDUCT AND COMPLIANCE PROGRAMME** (Made under the Public Procurement Act, Cap, 410 and its Regulations)

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

2.03.2026 / 2.946

**DECLARATION AGAINST FRAUD AND CORRUPTION AND COMPLIANCE WITH THE CODE OF ETHICS IN TENDERING AND CONTRACT IMPLEMENTATION**

*(The tenderer shall complete and submit this declaration along with their tender)*

1. I, *[insert name of the tenderer authorized representative]* of P.O. Box *[insert address]* make declaration as follows:-
2. THAT, I am *[insert title]* at *[insert the tenderer's name]* who is a tenderer in tender No. *[insert tender number]* for *[insert tender description]* invited by *[insert the name of the procuring entity]* who is authorized to make this declaration.
3. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors will not involve in corrupt or fraud practices concerning the tender competition or the implementation of the contract.
4. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors have not been influenced by any member of the tender board, management, or employees of *[insert the name of the procuring entity]*.
5. THAT, the mentioned tenderer will not engage in any collusion, inducement or coercion in any way during the tendering process or contract implementation.
6. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors will not engage in matters that create conflict of interest in the tendering process and contract implementation.
7. THAT, the mentioned tenderer, upon becoming aware of a conflict of interest, will promptly notify the procuring entity.
8. THAT, we recognize our duty to allow the Government and the procuring entity to inspect any information related to the preparation of the tender and the implementation of any contract arising from the tender, whether we have been awarded or not.
9. THAT, we recognize our duty to comply with the Code of Ethics concerning the tender participation in public procurement.
10. THAT, if having been awarded the tender and during implementation of the contract, it appears that we have violated the conditions under this declaration, the procuring entity has the right to cancel the procurement process as well as terminate any contract arising from the tender without cost or legal liability on their part and may take appropriate further action, including debarment in accordance with the Law.

THAT, THIS DECLARATION has been made truly to the best of the knowledge of the information provided.

Signature of tenderer authorized representative: *[insert sign of tenderer authorized representative]*

Name and title of tenderer authorized representative: *[name of tenderer authorized representative]*

Name of the tenderer: *[insert tenderer name]*

Date: *[insert date]*

Address: *[address of tenderer authorized representative]*

**Phone** number: *[insert phone number of tenderer authorized representative]*

**Email:** *[insert email of tenderer authorized representative]*

**Tenderer's Seal:** *[stamp tenderer seal]*

2.03.2026 / 2.946