

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATION
TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY
(TEMESA)



PRE- QUALIFICATION No. AE/006/2019-2020/HQ/FA/NCS/04

FOR

**PROVISION OF ELECTRONICS/ICT ENGINEERING SERVICES FOR
GOVERNMENT BUILDINGS**

**Using
FRAMEWORK AGREEMENTS**

National Competitive Bidding

**TEMESA,
P. o. Box 70704,
Dar es Salaam.**

APRIL, 2019

SECTION I: INVITATION FOR PRE - QUALIFICATION

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATION
TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY
(TEMESA)**



Invitation for Pre -qualification

Date: 01st April, 2019

S/N	PRE- QUALIFICATION NO. & PARTICULARS	LOTS	CATEGORY	CLOSING/ OPENING DATES
1.	AE/006/2019 - 2020/HQ/FA/NCS/01 Provision of Services for Maintenance and Repair of Government Owned Motor Vehicles, Motor Cycles, Plants and Equipment using framework agreement for all Regions.	<p>LOT NO. 1 Provision of Services for Maintenance and Repair of Government Owned light and Heavy Motor Vehicles</p> <p>Lot No: 2 Provision of Services for Maintenance and Repair of Government Owned Plants and Equipment</p> <p>Lot No: 3 Provision of Services for Maintenance and Repair of Government Owned Motor Cycles.</p>	<p style="text-align: center;">-</p> <p>Category 1 Provision of Services for Maintenance and Repair of Government Owned Plants and Equipment</p> <p>Category 2 Provision of Services and Maintenance for injector pump and injector nozzles.</p> <p>Category 3 Provision of Services for Generators and other related plants.</p> <p style="text-align: center;">-</p>	15/04/2019
2.	AE/006/2019 - 2020/HQ/FA/NCS/02 Provision of Ac and Refrigeration Services in Government owned buildings for all Regions	-	-	16/04/2019

3.	AE/006/2019 2020/HQ/FA/NCS/03 Provision of Electrical Engineering Services in Government owned buildings for all Regions.	-	-	16/04/2019
4.	AE/006/2019 2020/HQ/FA/NCS/04 Provision of Electronics/ICT Engineering Services in Government owned buildings for all Regions.	-	-	16/04/2019

For

1. The Government of Tanzania has set aside funds for the operation of the various Procuring Entities during the financial year 2019-2020 it is intended that part of the proceeds of the funds will be used to cover eligible payments under the Framework Agreements for the Pre- Qualification mentioned above.
2. The Tanzania Electrical, Mechanical and Electronics Services Agency [TEMESA] now invites sealed application from eligible Service Providers to apply for pre-qualification mentioned below.
3. Applicant is restricted to quote for not more than one region in a single application. If an applicant wishes to quote for more than one region should purchase separate pre-qualification documents equal to the number of regions desired. All application should be submitted to the region where an applicant is intending to provide services.
4. For pre-qualification AE/006/2019 -2020/HQ/FA/NCS/01 bidder is required to quote for either Lot 1, Lot 2, Lot 3 or either combination of two or all lots as would deem appropriate.
5. For Lot No. 2 which has 3 Categories applicant can quote Lot 2 and respective category or categories as he desire.
6. The Pre- qualification meeting shall be held on Tuesday 09.04.2019 Venue TEMESA Conference Hall at 11.00 am
7. Pre-qualification will be conducted through a procedure specified in the section 119 of Public Procurement Regulations, 2013 – Government Notice No. 446 and is open to all Applicants as defined in the Regulations.
8. Interested eligible applicant may obtain further information from and inspect the pre-qualification Documents at the office of the **Secretary, TEMESA Tender Board, TEMESA Headquarters, P. o. Box 70704, Off Nyerere Road Keko Mwanga, Dar es Salaam, and TEMESA- Regional Offices** as indicated in Appendix I from 8:00 am to 3:30 pm on Monday to Friday inclusive except on public holidays.
9. A complete set of pre-qualification (s) in English and additional set may be collected by interested Applicants upon submission of a written application to the address given under paragraph 6 above and upon payment of a non-refundable fee of [**Tanzania Shillings One Hundred Thousand Only (Tshs. 100,000.00)**] for each pre-qualification desired. Payment should either be by Cash, Banker’s Draft, or Banker’s Cheque, payable to Chief Executive, Tanzania Electrical, Mechanical and Electronics Services Agency, P.O. Box 70704, Dar es Salaam.

10. All pre-qualification in one original and one copy shall be enclosed in one envelope clearly marked "PREQUALIFICATION NO..... FOR PROVISION OF.....AND NOT TO BE OPENED BEFORE **Monday 15th April, 2019 at 11:00 AM**" for No.1; for No. 2, No. 3 and No. 4, on **Tuesday 16th April, 2019 at 11:00 am** properly filled in, and enclosed in plain envelopes must be delivered to the address below. Pre-qualification will be opened promptly thereafter in public and in the presence of Applicant's representatives who choose to attend in the opening at the Tanzania Electrical, Mechanical and Electronics Services Agency (TEMESA) Headquarters Conference Room, Off Nyerere Road, Keko Mwanga, Dar Es Salaam and TEMESA Regional Offices.
11. Late application, portion of application, electronic application, and application not received, application not opened and not read out in public at the application opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

**Chief Executive TEMESA
P.O BOX 70704
DSM**

SECTION II: INSTRUCTIONS TO APPLICANTS

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A. Introduction

1. **Scope of Application**
 - 1.1 The Procuring Entity indicated in the **Application data sheet** (BDS), invites Pre-qualification for the provision of Services as specified in the **Application data sheet**, Section VI, Technical Specification and Section VII, Activity Schedule.
 - 1.2 The successful Applicant will be expected to provide the service(s) within the period stated in the **Application data sheet** from the start date specified in the **Application data sheet**. The successful Applicant will be expected to provide the service(s) within the period stated in the **Application data sheet** from the start date specified in the **Application data sheet**.
2. **Source of Funds**
 - 2.1 The Government of the United Republic of Tanzania through TEMESA has set aside sufficient funds for the operations of the.
Or
The Government of the United Republic of Tanzania through the Procuring Entity named in the **Application data sheet** has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the **Application data sheet** towards the cost of the Project named in the **Application data sheet**. The United Republic of Tanzania intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the **Application data sheet**. **N/A**
 - 2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Application data sheet** upon request of the Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Procuring Entity.
3. **Eligible Applicants**
 - 3.1 A Applicant may be a natural person, private Entity, government-owned Entity, subject to ITB sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Application data sheet**, all parties shall be jointly and severally liable.
 - 3.2 The invitation for Pre-qualification is open to all service providers as defined in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2013 – Government Notice No. 7, except as provided hereinafter.
 - 3.3 National Applicants shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Applicants are exempted from this requirement but where selected as having submitted the lowest evaluated

application the successful Applicant shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Service Provider in Tanzania before signing the Contract.

3.4 A Applicant shall not have a conflict of interest. All Applicants found to be in conflict of interest shall be disqualified. A Applicant may be considered to have a conflict of interest with one or more parties in this Application process, if they:

- a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be procured under this Invitation for Pre-qualification.
- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Application; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Application of another Applicant, or influence the decisions of the Procuring Entity regarding this Application process; or
- f) submit more than one Application in this Application process. However, this does not limit the participation of subcontractors in more than one Application, or as Applicants and subcontractors simultaneously; or
- g) participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Application.

3.5 Applicants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the United Republic of Tanzania in accordance with sub-Clause 43.1

3.6 Government-owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government, registered by the relevant registration Board or Authority.

- 3.7 Applicants shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4. One Application per Applicant**
- 4.1 A firm shall submit only one Application, in the same application process, either individually as an Applicant or as a partner in a joint venture. No firm can be a subcontractor while submitting an application individually or as a partner of a joint venture in the same application process. A firm, if acting in the capacity of subcontractor in any Application, may participate in more than one application but only in that capacity. An Applicant who submits or participates in more than one application (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Applicant has participated to be disqualified.
- 5. Cost of Application**
- 5.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the application process, except in the circumstances described in the Public Procurement Act No 7 of 2011 and Regulation 182 of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of Public Assets by Tender) Regulations, 2013 - Government Notice No. 446 of 20th December, 2013.
- 6. Site Visit and Pre-application meeting**
- 6.1 The Applicant, at the Applicant's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the application and entering into a Contract for provision of the service(s). The costs of visiting the Site shall be at the Applicant's own expense. **N/A**
- 6.2 The Procuring Entity may conduct a site visit and a pre-application meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.3 The Applicant's designated representative is invited to attend site visit and a pre-application meeting which, if convened, will take place at the venue and time stipulated in the **Application data sheet**
- 6.4 The Applicant is requested as far as possible, to submit any questions in writing, to reach the Procuring Entity or by electronic means before the pre-application meeting. It may not be practicable at the meeting to answer all questions received late, but questions and responses will be transmitted in accordance with sub-Clause 6.5.
- 6.5 Minutes of the pre-application meeting, including the text of the questions raised and the responses given together with any

responses prepared after the pre-application meeting will be transmitted within the time stated in the **Application data sheet** to all purchasers of the application documents. Any modification of the application documents listed in sub-Clause 23.1 that may become necessary as a result of the pre-application meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-application meeting.

- 6.6 Non attendance during the site visit or pre-application meeting will not be a cause for disqualification of an Applicant.

B. Application Documents

7. **Content of Application Documents** 7.1 The services to be provided, application, procedures and contract terms are prescribed in the Application Documents. In addition to the Section I Invitation for Pre-qualification the application documents which should be read in conjunction with any addenda issued in accordance with ITB Clause 9 include:
- Section II. Instructions to Applicants
 - Section III. Application data sheet
 - Section IV. General Conditions of Contract (GCC)
 - Section V. Special Conditions of Contract (SCC)
 - Section VI. Performance Specifications and Drawings (if applicable)
 - Section VII. Activity Schedule
 - Section VIII. Forms of Application
 - Form of Application
 - Form of qualification information
 - Letter of Acceptance
 - Form of Agreement
 - Section IX. Form of Security
 - Application security
 - Application Security Declaration
 - Performance Bank Guarantee
 - Bank Guarantee for Advance payment
 - Section X. Standard undertaking by applicant on Anti-Bribery Policy.

- 7.2 The number of copies to be completed and returned with the application is specified in the **Application data sheet**
- 7.3 The Invitation for Pre-qualification (Section I) issued by the Procuring Entity does not form part of the Application Documents and is included as reference only. In case of discrepancies between the Invitation for Application and the Application Documents listed in sub-Clause 7.1 above, said Application Documents will take precedence.
- 7.4 The Procuring Entity is not responsible for the completeness of the Application Documents and their addenda, if they were not obtained directly from the appropriate Tender Board.
- 7.5 The Applicant is expected to examine all instructions, forms, terms, and specifications in the application documents. Failure to furnish all information required by the application documents or to submit a application not substantially responsive to the application documents in every respect will be at the Applicant's risk and may result in the rejection of its application. Sections VIII and IX should be completed and returned with the Application in the number of copies specified in the **Application data sheet**.
8. **Clarification of Application Documents**
- 8.1 A prospective Applicant requiring any clarification of the application documents may notify the Procuring Entity in writing or by Electronic mail, telex or facsimile at the Procuring Entity's address indicated in the **Application data sheet** prior to the deadline for the submission of Pre-qualification prescribed in sub-Clause 20.1
- 8.2 The Procuring Entity will, within the period stated in the **Application data sheet** respond to any request for clarification received no later than the period stated in the **Application data sheet** prior to the deadline for submission of pre-qualification.
- 8.3 Copies of the Procuring Entity's response will be forwarded to all Purchasers of the application documents, including a description of the inquiry, but without identifying its source.
- 8.4 Should the Procuring Entity deem it necessary to amend the Application documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.
9. **Amendment of Application Documents**
- 9.1 Before the deadline for submission of pre-qualification, the Procuring Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, may modify the application documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the application documents pursuant to sub-Clause 8.1 and shall be communicated in writing or by Electronic Mail, telex or facsimile to all who have

obtained the Application documents directly from the Procuring Entity. Prospective Applicants shall acknowledge receipt of each addendum by Electronic Mail , telex or facsimile to the Procuring Entity.

- 9.3 In order to allow prospective Applicants reasonable time in which to take an addendum into account in preparing their Pre-qualification, the Procuring Entity at its discretion may extend the deadline for submission of pre-qualification, in accordance with sub-Clause 21.2.

C. Preparation of Pre-qualification

10. **Language of Application** 10.1 The application, prepared by the applicant as well as all correspondence and documents related to the application exchanged by the Applicant and the Procuring Entity, shall be written in the application language stipulated in the **Application data sheet** and **Special Conditions of Contract**. Supporting documents and printed literature furnished by the Applicant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Application data sheet**, in which case, for purposes of interpretation of the application, the translation shall govern.
11. **Documents Constituting the Application** 11.1 The application prepared by the Applicant shall constitute the following components:
- a) The Form of Application (in the format indicated in Section VIII);
 - b) Information requested by sub-Clauses 12.3; 12.4 and 12.5
 - c) Application security or application securing declaration in accordance with ITB Clause 17;
 - d) Priced Activity Schedule;
 - e) Qualification Information Form and Documents;
 - f) Alternative offers where invited in accordance with ITB Clause 18;
 - g) Written power of attorney authorizing the signatory of the application to commit the Applicant in accordance with ITB Clause 19.
 - h) any other document required in the **Application data sheet**.
12. **Documents Establishing Eligibility and** 12.1 Pursuant to ITB Clause 11, the Applicant shall furnish, as part of its Application, documents establishing the Applicant's eligibility to Application and its qualifications to perform the contract if its

Qualifications of the Applicant

Application is accepted.

- 12.2 The documentary evidence of the Applicant's eligibility to Application shall establish to the Procuring Entity's satisfaction that the Applicant, at the time of submission of its Application, is from an eligible country as defined under ITB Clause
- 12.3 If the Procuring Entity has not undertaken pre-qualification of potential Applicants, all Applicants shall include the following information and documents with their pre-qualification in Section 9, unless otherwise stated in the **Application data sheet**:
- a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney authorizing the signatory of the application to commit the Applicant;
 - b) total monetary value of service(s) performed for each for each of the last five years;
 - c) experience in service(s) of a similar nature and size for each of the each of the last five years, and details of service(s) underway or contractually committed; and clients who may be contacted for further information on those Contracts;
 - d) major items of equipment proposed to carry out the Contract;
 - e) qualifications and experience of key management and technical personnel proposed for the Contract;
 - f) reports on the financial standing of the Applicant, such as profit and loss statements and auditor's reports for the past five years;
 - g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - h) authority to seek references from the Applicant's bankers;
 - i) information regarding any litigation, current or during the past five years, in which the Applicant is involved, the parties concerned, and disputed amount;
 - j) Information regarding, labour, occupational health and safety records of the company for the past five years; and
 - k) Proposals for subcontracting components of the Service(s) amounting to more than 10 percent of the Contract Price.

- 12.4 Pre-qualification submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Application data sheet**:
- a) the application shall include all the information listed in sub-Clause 12.3 above for each joint venture partner;
 - b) the application shall be signed so as to be legally binding on all partners;
 - c) one of the partners 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;
 - d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - e) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the application and in the Contract (in case of a successful application);
 - f) a copy of the joint Venture Contract entered into by all partners shall be submitted with the application. Alternatively, a Letter of Intent to execute a joint Venture Contract in the event of a successful application shall be signed by all partners and submitted with the application, together with a copy of the proposed Contract; and
 - g) The application security or application securing declaration as stated in accordance with ITB Clause 17, the application, and in case of a successful application, the Contract, shall be signed so as to be legally binding on all partners.
- 12.5 To qualify for award of the Contract, Applicants shall meet the following minimum qualifying criteria:-
- a) annual volume of service(s) over a period and of at least the amount specified in the **Application data sheet**;
 - b) experience as prime service provider in the provision of at least two service(s) of a nature and complexity equivalent to the service(s) over the period stated in the **Application data sheet** (to comply with this requirement, service(s) cited should be at least 70 percent complete);

- c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential property and/or equipment listed in the **Application data sheet**;
- d) a Contract Manager with the experience of the duration stated in the **Application data sheet** in service(s) of an equivalent nature and volume;
- e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **Application data sheet**;
- f) a consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification; and
- g) a consistent abuse of occupational health and safety requirements by the Applicant may result in disqualification.

12.6 The figures for each of the partners of a joint venture shall be added together to determine the Applicant's compliance with the minimum qualifying criteria of sub-Clause 12.5(a) and (e); however, for a joint venture to qualify, its partners must meet at least the percentages of minimum criteria 12.5(a), (b), and (e) as stated in the **Application data sheet**. Failure to comply with this requirement will result in rejection of the joint venture's Application. Subcontractors' experience and resources will not be taken into account in determining the Applicant's compliance with the qualifying criteria, unless otherwise stated in the **Application data sheet**

12.7 Domestic Applicants and joint ventures of domestic and foreign Applicants applying for eligibility for a margin of preference in application evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 32.

12.8 When application for more than one Contract under the slice and package arrangements, the Applicant must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to: -

- a) average annual turnover;
- b) particular experience including key production rates;
- c) financial means, etc.;
- d) personnel capabilities; and

e) equipment capabilities.

In case the Applicant fails to fully meet any of these criteria, it may be qualified only for those slices for which the Applicant meets the above requirement.

13. Form of Application

13.1 The Applicant shall fill the Form of Application furnished in the Application Documents. The Application Form must be completed without any alterations to its format and no substitute shall be accepted.

14. Application Prices

14.1 The Contract shall be for the service(s), as described in sub-Clause 1.1, based on the priced Activity Schedule submitted by the Applicant.

14.2 The Applicant shall fill in rates and prices for all items of the Service(s) described in Section VI, the Specifications (or Terms of Reference), and listed in Section VII, the Activity Schedule. Items for which no rate or price is entered by the Applicant will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. On the other hand, if the Applicant introduces new Activity Schedule items not specified in the application documents, the new items, corresponding quantities and prices shall not be accepted and the application may be disqualified as being substantially non responsive.

14.3 All duties, taxes, and other levies payable by the service provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of pre-qualification, shall be included in the rates, prices, and total application price submitted by the Applicant.

14.4 The rates and price quoted by the Applicant shall be subject to adjustment during the performance of the Contract if provided for in the **Application data sheet** and the provisions of Clause 38 of the General Conditions of Contract. The Applicant shall submit with the application all the information required under the **Application data sheet** and Clause 38 of the General Conditions of Contract.

15. Application Currencies

15.1 The price shall be quoted by the Applicant separately in the following currencies:

a) for those inputs to the Services which the Applicant expects to provide from within Tanzania, the prices shall be quoted in the Tanzania Shillings, unless otherwise specified in the **Application data sheet**; and

b) for those inputs to the Services which the Applicant expects to provide from outside Tanzania, the prices shall be quoted

in up to any three currencies of any eligible country.

- 15.2 The rates of exchange to be used by the Applicant in arriving at the local currency equivalent and the proportions mentioned in sub-Clause 15.1 above shall be the selling rates for similar transactions established by the authority specified in the **Application data sheet** prevailing on the date 28 days prior to the latest deadline for submission of pre-qualification. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Applicant. If the Applicant uses other rates of exchange, the provisions of sub-Clause 30.1 shall apply. In any case, payments will be computed using the rates quoted in the application.
- 15.3 Applicants shall indicate details of their expected foreign currency requirements in the application.
- 15.4 Applicants may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 15.1.
- 16. Application Validity Period**
- 16.1 Pre-qualification shall remain valid for the period specified in the **Application data sheet** after the deadline for application submission Specified in ITB Clause 21. **A Application valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.**
- 16.2 In exceptional circumstances, prior to expiry of the original application validity period, the Procuring Entity may request that the Applicants to extend the period of validity for a specified additional period. The request and the Applicants' responses shall be made in writing or by electronic mail, telex or facsimile. A Applicant may refuse the request without forfeiting its application security or causing to be executed its application securing declaration. A Applicant agreeing to the request will not be required or permitted to otherwise modify the application, but will be required to extend the validity of its application security or application Securing declaration for the period of the extension, and in compliance with ITB Clause 21 in all respects.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
- 17. Application Security or**
- 17.1 Pursuant to ITB Clause 11, unless otherwise specified in the **Application data sheet**, the Applicant shall furnish as part of its

**Application
Securing
Declaration**

application, a application Security in original form and in the amount and currency specified in the **Application data sheet** or Application Securing Declaration as specified in the **Application data sheet in the format provided in section IX. Not Applicable**

- 17.2 The Application security or application securing declaration is required to protect the Procuring Entity against the risk of Applicant's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 17.9. **Not Applicable**
- 17.3 The Application security or Application Securing declaration shall be denominated in the currency of the Application or in another freely convertible currency, and shall be in one of the following forms:
- a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Application documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the end of the validity of the Application. This shall also apply if the period for Application validity is extended. In either case, the form must include the complete name of the Applicant; or,
 - b) a cashier's or certified cheque.
 - c) another security if indicated in the **Application data sheet**
- 17.4 The Application security or application securing declaration shall be in accordance with the Form of the Application security or securing declaration included in Section IX or another form approved by the Procuring Entity prior to the Application submission.
- 17.5 The Application security or Application securing declaration shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 17.9 are invoked
- 17.6 Any Application not accompanied by a Application security or Application securing Declaration in accordance with sub-Clauses 17.1 and 17.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 27.
- 17.7 Unsuccessful Applicants' Application security or Application securing declaration will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Application validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
- 17.8 The successful Applicant's Application security or Application

Securing Declaration will be discharged upon the Applicant signing the contract or pursuant to ITB Clause 40, and furnishing the performance security, pursuant to ITB Clause 41.

17.9 The application security may be forfeited or the application securing declaration executed:

a) if the Applicant:

i) withdraws its Application during the period of Application validity specified by the Applicant on the Application Form except as provided for in sub-Clause 16.2; or

ii) does not accept the correction of its application price, pursuant to ITB Clause 29; or

b) in the case of a successful Applicant, if the Applicant fails within the specified time limit to: -

i) sign the Contract in accordance with ITB Clause 40; or

ii) to furnish performance security in accordance with ITB Clause 41.

17.10 The Application Securing or the Application Security Declaration of a joint venture must be in the name of the joint venture submitting the application.

17.11 A Applicant shall be suspended from being eligible for application in any contract with the Procuring Entity for the period of time indicated in the Application Securing Declaration:

(a) if the Applicant withdraws its application, except as provided in sub-Clauses 16.2 or

(b) in the case of a successful Applicant, if the Applicant fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security

18. Alternative Pre-qualification by Applicants

18.1 Applicants shall submit offers that comply with the requirements of the application documents, as indicated in Section VI, Specifications (or Terms of Reference) and Section VII, Activity Schedule. Alternatives will not be considered, unless specifically allowed for in the **Application data sheet**. If so allowed, sub-Clause 18.2 and 18.3 shall govern.

18.2 When alternative terms for provision of services are explicitly

invited, a statement to that effect will be included in the **Application data sheet** as will the method of evaluating different terms for completion.

18.3 If so allowed in the **Application data sheet**, Applicants wishing to offer technical alternatives to the requirements of the application documents must also submit a application that complies with the requirements of the application documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic application, the Applicant shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including design calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Applicant conforming to the basic technical requirements shall be considered by the Procuring Entity. Alternatives to the specified performance levels shall not be accepted.

19. Format and Signing of Application

19.1 The Applicant shall prepare one original of the documents constituting the application as described in ITB Clause 11, bound with the volume containing the Form of application, and clearly marked "ORIGINAL". In addition, the Applicant shall submit copies of the Application, in the number specified in the **Application data sheet**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and the copy or copies of the Application shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to sign on behalf of the Applicant. This authorization shall consist of a written confirmation as specified in the **Application data sheet** and shall be attached to the Application. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Application, except for un-amended printed literature, shall be initialed by the person or persons signing the Application.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the application.

19.4 The Applicant shall furnish information as described in the Form of Application on commissions or gratuities, if any, paid or to be paid to agents relating to this application and to Contract execution if the Applicant is awarded the Contract.

D. Submission of Pre- qualification

20. **Sealing and Marking of Pre-qualification**
- 20.1 The Applicant shall seal the original and each copy of the application, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 20.2 The inner and outer envelopes shall
- a) be addressed to the Procuring Entity at the address provided in the **Application data sheet**;
 - b) bear the Project name indicated in the **Application data sheet**, the Invitation for Pre-qualification (IFB) title and number indicated in the **Application data sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Application data sheet**, pursuant to sub-Clause 21.1
- 20.3 In addition to the identification required in sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Applicant to enable the application to be returned unopened in case it is declared late, pursuant to ITB Clause 22, and for matching purposes under ITB Clause 23.
- 20.3 If all envelopes are not sealed and marked as required by sub-Clause 20.2, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the application.
- 20.4 If the outer envelope discloses the Applicant's identity, the Procuring Entity will not guarantee the anonymity of the application submission, but this shall not constitute grounds for rejection of the application.
21. **Deadline for Sub-mission of Pre-qualification**
- 21.1 Pre-qualification shall be received by the Procuring Entity at the address specified in sub-Clause 20.2 (a) no later than the date and time specified in the **Application data sheet**.
- 21.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of pre-qualification by issuing an amending the Application documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring Entity and the Applicants previously subject to the original deadline will thereafter be subject to the new deadline.
- 21.3 The extension of the deadline for submission of Pre-qualification shall be made not later than the period specified in the **Application data sheet** before the expiry of the original deadline.
22. **Late Pre-**
- 22.1 The Procuring Entity shall not consider for evaluation any Application that arrives after the deadline for submission of Pre-

- qualification** qualification, in accordance with ITB Clause 21.
- 22.2 Any application received by the Procuring Entity after the deadline for submission of Pre- qualification shall be declared late, rejected, and returned unopened to the Applicant.
- 23. Modification, Substitution and Withdrawal of Pre-qualification**
- 23.1 A Applicant may modify, substitute or withdraw its application after submission provided that written notice of the modification, substitution or withdrawal is received by the Procuring Entity prior to the deadline for submission.
- 23.2 The Applicant's modification, substitution, and withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 20 and 21, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION, or "WITHDRAWAL," as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy postmarked not later than the deadline for submission of Pre- qualification.
- 23.3 Pre- qualification may only be modified by withdrawal of the original application and submission of a replacement application in accordance with sub-Clause 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of pre-qualification
- 23.4 Applicants may only offer discounts to, or otherwise modify the prices of their pre- qualification by submitting application modifications in accordance with this Clause, or included in the original application submission
- 23.5 No Application may be withdrawn, replaced or modified in the interval between the deadline for submission of Pre- qualification and the expiration of the period of Application validity specified by the Applicant on the Form of Application. Withdrawal of a Application during this interval shall result in the Applicant's forfeiture of its Application security or execution of the Application Securing Declaration , pursuant to the ITB Clause 17.9

E. Opening and Evaluation of Pre- qualification

- 24. Opening of Pre-qualification**
- 24.1 The Procuring Entity will open all pre- qualification, including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 23, in public, in the presence of Applicants or their representatives who choose to attend, and other parties with a legitimate interest in the application proceedings, at the place, on the date and at the time specified in the **Application data sheet**. Applicants' representatives present

shall sign a register as proof of their attendance.

- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Pre-qualification for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened but returned to applicant. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature of a person duly authorized to sign on behalf of the Applicant, the corresponding Application will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter, all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
- 24.3 All other envelopes shall be opened one at a time. The Applicants' names, the application prices, the total amount of each application and of any alternative application (if alternatives have been requested or permitted), any discounts, the presence or absence of application security or application securing declaration, and such other details as specified in the **Application data sheet**, will be announced by the Secretary of Application Board or his delegate at the opening. One of the Applicant's representative shall be nominated to verify the information read out.
- 24.4 Pre-qualification or modifications that are not opened and not read out at the application opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Applicant which is not read out at application opening shall not be considered further.
- 24.5 Applicants are advised to send in a representative with the knowledge of the content of the application who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Applicant's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Applicants application.
- 24.6 No application will be rejected at application opening except for late pre-qualification which will be returned unopened to the Applicant, pursuant to ITB Clause 22.
- 24.7 The Secretary of the tender board shall prepare minutes of the application opening. The record of the application opening shall include, as a minimum: the name of the Applicants and whether or not there is a withdrawal, substitution or modification, the application price per Lot if applicable, including any discounts

and alternative offers and the presence or absence of a Application security or Application Securing Declaration.

24.8 The Applicants' representatives who are present shall be requested to sign the record. The omission of a Applicant's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Applicants.

24.9 The Applicants' representatives who are present shall be requested to sign the record. The omission of a Applicant's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Applicants.

24.10 A copy of the minutes of the application opening shall be furnished to the individual Applicants upon request.

25. Confidentiality

25.1 Information relating to the examination, clarification, evaluation, and comparison of pre- qualification and recommendations for the award of a Contract shall not be disclosed to Applicants or any other persons not officially concerned with such process until the award to the successful Applicant has been announced.

25.2 Any effort by a Applicant to influence the Procuring Entity's processing of pre- qualification or award decisions may result in the rejection of its application.

25.3 Notwithstanding sub-Clause 25.2, from the time of application opening to the time of Contract award, if any Applicant wishes to contact the Procuring Entity on any matter related to the application process, it should do so in writing.

26. Clarification of Pre-qualification

26.1 To assist in the examination, evaluation, and comparison of pre-qualification, and post-qualification of Applicants, the Procuring Entity may, at its discretion, ask any Applicant for clarification of its application, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Applicant that is not in response to a request by the Procuring Entity shall not be considered.

26.2 The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the application shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the evaluation committee in the evaluation of the pre- qualification in accordance with ITB Clause 29

26.3 From the time of application opening to the time of contract award if any Applicant wishes to contact the Procuring Entity on

any matter related to the application it should do so in writing.

27. Preliminary Examination of Pre-qualification

- 27.1 Prior to the detailed evaluation of pre-qualification, the Procuring Entity will determine whether each application
- a) meets the eligibility criteria defined in ITB Clause 3;
 - b) has been properly signed;
 - c) is accompanied by the required securities; and
 - d) is substantially responsive to the requirements of the application documents.

The Procuring Entity's determination of a application's responsiveness will be based on the contents of the application itself.

- 27.2 A substantially responsive application is one which conforms to all the terms, conditions, and specifications of the application documents, without material deviation or reservation. A material deviation or reservation is one that:-
- a) affects in any substantial way the scope, quality, or performance of the Service(s);
 - b) limits in any substantial way, inconsistent with the application documents, the Procuring Entity's rights or the Applicant's obligations under the Contract; or
 - c) if rectified, would affect unfairly the competitive position of other Applicants presenting substantially responsive pre-qualification.

- 27.3 The Procuring Entity will confirm that the documents and information specified under ITB Clause 11 and ITB Clause 12 have been provided in the Application. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Applicants, the Application shall be rejected.

- 27.4 The Procuring Entity may waive any minor informality, nonconformity or irregularity in a application that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Applicant as a result of the technical or commercial evaluation pursuant to ITB Clause 28 and 31.

- 27.5 If a application is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the nonconforming

deviation or reservation.

- 28. Examination of Terms and Conditions; Technical Evaluation**
- 28.1 The Procuring Entity shall examine the application 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 applicant without any material deviation or reservation.
- 28.2 The Procuring Entity shall evaluate the technical aspects of the Application submitted to confirm that all requirements specified in Section VI – Statement of Requirement of the Application documents and Section VII – Activity schedule have been met without material deviation or reservation.
- 28.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Application is not substantially responsive in accordance with ITB Clause 27, it shall reject the Application.
- 29. Correction of Errors**
- 29.1 Pre-qualification determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the evaluation committee as follows: -
- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 29.2 The amount stated in the application will be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the Applicant, shall be considered as binding upon the Applicant. If the Applicant does not accept the corrected amount, its Application will then be rejected, and the application security may be forfeited or the application securing declaration may be executed in accordance with sub-Clause 17.9.
- 30. Conversion to Single Currency**
- 30.1 To facilitate evaluation and comparison, the Procuring Entity will convert all application prices expressed in the various currencies in which they are payable to either:
- a) the Tanzania Shilling at the selling exchange rate

established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania specified in the **Application data sheet**.

OR

- b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania for the amount payable in Tanzania Shillings.

31. Commercial Evaluation of Pre-qualification

30.2 The currency selected for converting application prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, shall be specified in the **Application data sheet**.

31.1 The Procuring Entity shall evaluate and compare only the pre-qualification determined to be substantially responsive pursuant to ITB Clause 27 and the proposals of which have been determined to be adequate in accordance with sub-Clause 28.2 or 28.3.

31.2 In evaluating the pre- qualification, the evaluation committee will determine for each application the evaluated Application Price by adjusting the Application Price as follows:-

- a) making any correction for errors pursuant to ITB Clause 29;
- b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Daywork, when requested in the Specifications (or Terms of Reference) Section VI;
- c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18;
- d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 23.4; and
- e) applying any discounts offered by the Applicant for the award of more than one Contract, if application for this Contract is being done concurrently with other Contracts (sub-Clause 14.2)

31.3 The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the

requirements of the application documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in application evaluation.

31.4 The estimated effect of any price adjustment conditions under Clause 38 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Application evaluation.

31.5 In the case of several Lots, pursuant to sub-clause 12.8 the Procuring Entity will determine the application of discounts so as to minimize the combined cost of all the Lots.

32. National Preference

32.1 If so indicated in the **Application data sheet**, Domestic Applicant may receive a margin of preference in application evaluation, for which this Clause shall apply.

32.2 Domestic Applicants shall provide all evidence necessary to prove that they meet the following criteria to be eligible for the margin of preference in the comparison of their pre-qualification with those of Applicants who do not qualify for the preference. They should;

- a) Be registered by relevant statutory bodies within the United Republic of Tanzania;
- b) Be registered with the Public Procurement Regulatory Authority for purposes of preference schemes;
- c) Have at least fifty per cent of the authorized capital of the company is owned either by the Government or citizens of Tanzania;
- d) Not subcontract more than ten (10) percent of the Contract price, excluding provisional sums to foreign service providers; and
- e) Have no arrangement whereby any major part of the net profits or other tangible benefits of the domestic company will accrue or be paid to persons not citizens of the United Republic of Tanzania or to companies which would not be eligible under this Clause.

32.3 Joint ventures between domestic and foreign firms may be eligible for the margin of preference provided the domestic partner or partners:-

- a) individually satisfy the above criteria of eligibility for the preference;
- b) demonstrate a beneficiary interest of no less than 20 percent in the joint venture, as demonstrated by the profit and loss

sharing provisions of the joint venture agreement; and

- c) will, under the arrangements proposed, carry out at least ten percent of the Service(s), measured in terms of value, which shall exclude any materials or plant which are to be directly imported by the domestic partner(s) (always provided that the domestic partner or partners are qualified to carry out that amount of service(s), in accordance with the criteria of sub-Clause 3.3).

32.4 The following procedure will be used to apply the margin of preference:

- a) Responsive pre- qualification will be classified into the following groups:
 - i) Group A: pre- qualification offered by domestic service providers eligible for the preference; **N/A**
 - ii) Group B: pre- qualification offered by associations between domestic and foreign service providers eligible for the preference; or **N/A**
 - iii) Group C: pre- qualification offered by Foreign Service providers. **N/A**
- b) For the purpose of further evaluation and comparison of pre-qualification only, an amount equal to the percentage shown in the **Application data sheet**, of the evaluated Application Prices determined in accordance with sub-Clause 31.2(a), (b), and (d), will be added to all pre- qualification classified in Groups B and C.

32.5 Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITB Clause 18, and shall be subject to the margin of preference in accordance with sub-Clause 32.4

33. Determination of the Evaluated Application

33.1 The application with the highest evaluated Criteria from among those which are eligible, compliant and substantially responsive shall be the highest evaluated application.

34. Post-qualification of Applicant

34.1 Post-qualification shall be undertaken to examine if the applicant has capability.

34.2 The Procuring Entity will determine to its satisfaction whether the Applicant that is selected as having submitted the lowest evaluated responsive Application is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 12.3.

- 34.3 The determination will take into account the Applicant's financial, technical, and managerial capabilities. It will be based upon an examination of the documentary evidence of the Applicant's qualifications submitted by the Applicant, pursuant to sub-Clause 12.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Application documents shall not be used in the evaluation of the Applicants' qualifications.
- 34.4 An affirmative determination will be a prerequisite for award of the Contract to the Applicant. A negative determination will result in rejection of the Applicant's application, in which event the Procuring Entity will proceed to the next lowest evaluated Application to make a similar determination of that Applicant's capabilities to perform satisfactorily.

F. Award of Contract

35. Criteria of Award

- 35.1 Subject to ITB Clause 34 and 36, the Procuring Entity will award the Contract to the Applicant whose application has been determined to be substantially responsive to the application documents ,provided that such Applicant has been determined to be:
 - a) eligible in accordance with the provisions of ITB Clause 3, and
 - b) qualified to perform the Contract satisfactorily
 - c) Successful negotiations have been concluded, if any.
- 35.2 If, pursuant to sub-Clause 12.8, this Contract is being let on a "slice and package" basis, the lowest evaluated application 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 Applicants for award of more than one Contract.

36. Negotiations

- 36.1 Negotiations may be undertaken with the lowest evaluated application relating to the following areas:
 - a) a minor alteration to the technical details of the statement of requirements;
 - b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
 - c) a minor amendment to the special conditions of Contract;

- d) finalizing payment arrangements;
- e) mobilization arrangements;
- f) agreeing final delivery or work schedule to accommodate any changes required by the procuring entity;
- g) the methodology or staffing; or
- h) clarifying details that were not apparent or could not be finalized at the time of application.

36.2 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Applicant for negotiations. Where negotiations are commenced with the next ranked Applicant, the Procuring Entity shall not reopen earlier negotiations.

37. Procuring Entity's Right to Accept any Application and to Reject any or all Pre-qualification

37.1 Notwithstanding ITB Clause 35, the Procuring Entity reserves the right to accept or reject any application, and to cancel the application process and reject all pre-qualification, at any time prior to the award of Contract, without thereby incurring any liability to the affected Applicant or Applicants

37.2 Notice of the rejection of all pre-qualification shall be given promptly to all service providers that have submitted pre-qualification.

37.3 The Procuring Entity shall upon request communicate to any Applicant the grounds for its rejection of its pre-qualification, but is not required to justify those grounds.

38. Procuring Entity's Right to Vary Quantities at the Time of Award

38.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Application documents provided this does not exceed by the percentage indicated in the **Application data sheet**, without any change in unit price or other terms and conditions of the Application and Application documents.

39. Notification of Award

39.1 The Applicant whose application has been accepted will be notified of the award by the Procuring Entity prior to expiration of the application validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Service provider in consideration of the provision and maintenance of the Service(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

- 39.2 The notification of award will constitute the formation of the Contract, subject to the Applicant furnishing the Performance Security in accordance with ITB Clause 40 and signing the Contract in accordance with sub-Clause 40.2.
- 39.3 Upon the successful Applicant's furnishing of the performance security pursuant to ITB Clause 41, the Procuring Entity will promptly notify each unsuccessful Applicant, the name of the successful Applicant and the Contract amount and will discharge the application security or application securing declaration of the unsuccessful Applicants pursuant to ITB Clause 17.
- 39.4 If, after notification of award, a Applicant wishes to ascertain the grounds on which its application was not selected, it should address its request to the Secretary of the appropriate tender board that authorized the award of Contract. The Secretary will promptly respond in writing to the unsuccessful Applicant.
- 40. Signing of Contract**
- 40.1 Promptly after notification, Procuring Entity shall send the successful Applicant the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 40.2 Within twenty eight (28) days of receipt of the Contract Agreement Form, the successful Applicant shall sign and date the Contract and return it to the Procuring Entity.
- 41. Performance Security**
- 41.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Applicant shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **Application data sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 41.2 If the Performance Security is provided by the successful Applicant in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:
- a) at the Applicant's option, by a bank or insurance firm located in the United Republic of Tanzania, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania,
- OR**
- b) with the consent of the Procuring Entity, directly by a foreign bank acceptable to the Procuring Entity.
- 41.3 Failure of the successful Applicant to comply with the requirements of sub-Clause 41.2 shall constitute sufficient

grounds for cancellation of the award and forfeiture of the application security or execution of the application securing declaration and any other remedy the Procuring Entity may take under the Contract and the Procuring Entity may resort to awarding the Contract to the next ranked Applicant.

42. Advance Payment

42.1 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Application data sheet**.
N/A

42.2 The advance payment should be accompanied by Advance Payment Security (Guarantee) in the provided in section VIII. For the purpose of receiving the Advance Payment, the Application shall make and estimate of, and include in its application, the expense that will be incurred in order to commence the service. These expenses will relate to the purchase of equipment, machinery, materials and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to commence as specified in the special conditions of contract. N/A

43. Adjudicator

43.1 The Procuring Entity proposes the person named in the **Application data sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Application data sheet**, plus reimbursable expenses. If the Applicant disagrees with this proposal, the Applicant should so state in the Application. If, in the Letter of Acceptance, the Procuring Entity 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.

44. Fraud and Corruption

44.1 The Government of the United Republic of Tanzania requires that procuring entities (including beneficiaries of public funds) as well as Applicants under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the United Republic of Tanzania:-

a) defines, for the purposes of this provision, the terms set forth below as follows:-

i) "*Corrupt practice*" means the offering, giving receiving or solicitation of anything of value to influence the action of a public official in the procurement process or in Contract execution and includes inter alia, bribery, extortion or coercion, which involves threats of injury to person, property or reputation,

ii) "*Fraudulent practice*" means a misrepresentation of

facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Entity, and includes collusive practice among Applicants [prior to or after application submission] designed to establish application prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- b) will reject a proposal for award if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.
- c) In pursuant of the policy defined in sub-clause 44.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government of the United Republic of Tanzania to remedy the situation.
- d) will declare a firm to be ineligible, for a period of ten years, to be awarded a public - financed Contract in the United Republic of Tanzania if it, at any time, determines that the Applicant has engaged in corrupt or fraudulent practices in competing for or in executing a public - financed Contract.

44.2 The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.

44.3 Any communication between the Applicant and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

G. Review of Procurement Decisions

- 45. Right to Review**
- 45.1 A Applicant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

46. **Time Limit on Review** 456.1 The Applicant shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
47. **Submission of Applications for Review** 47.1 Any application for administrative review shall be submitted in writing to the head of a Procuring Entity and a copy given to the Public Procurement Regulatory Authority at the address shown in the **Application data sheet**.
- 47.2 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.
- 47.3 The head of a Procuring Entity shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
48. **Decision by the Head of Procuring Entity** 48.1 The head of a Procuring Entity shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
 - b) the reasons for the decision; and
 - c) any corrective measures to be taken;
- 48.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 48.1, the Applicant submitting the complaint or dispute or the Procuring Entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 49.1 and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the

complaint or dispute shall cease.

- 49. Administrative review by the Public Procurement Regulatory Authority**
- 49.1 A Applicant may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the **Application data sheet** where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 48.1 or the Applicant is not satisfied with the decision by the head of a Procuring Entity
- 49.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen (14) working days from the date of communication of the decision by the head of a Procuring Entity.
- 49.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the **Application data sheet**.
- 49.4 The application to the Public Procurement Regulatory Authority for administrative review shall be copied to the respective head of a Procuring Entity and shall include:
- a) a copy of the original application to the head of a Procuring Entity including the supporting documents;
 - b) a copy of relevant correspondence to and from the head of a Procuring Entity;
 - c) a statement by the Applicant that the head of a Procuring Entity failed to issue a decision and the relevant dates, where applicable; and
 - d) an explanation of why the Applicant is not satisfied with the decision of the head of a Procuring Entity, where applicable.
- 50. Decision by the Procurement Regulatory Authority**
- 50.1 The Authority shall within thirty (30) days after receipt of an application for administrative review deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
 - b) the reasons for its decision; and
 - c) the corrective measures to be undertaken
- 50.2 The decision of the Public Procurement Regulatory Authority shall be copied to the respective procuring Entity. The decision of the Authority shall be final unless the Applicant institutes an appeal with the Public Procurement Appeals Authority.
- 51. Review by the Public**
- 51.1 The Applicant not satisfied with the decision of the Public Procurement Regulatory Authority or whose complaint cannot

**Procurement
Appeals
Authority**

be entertained by the Head of the Procuring Entity or the Public Procurement Regulatory Authority shall appeal to the Public Procurement Appeals Authority (PPAA)

- 51.2 The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the **Application data sheet**.

SECTION III: APPLICATION DATA SHEET

Application data sheet

The following specific data for the supplies and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Applicants (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
A. Introduction		
1.	1.1	The subject of procurement is: PROVISION OF ELECTRONICS/ICT ENGINEERING SERVICES IN GOVERNMENT BUILDING TO MINISTRIES, INDEPENDENT DEPARTMENTS, AGENCIES, REGIONS, DISTRICTS, LOCAL GOVERNMENT AUTHORITIES AND PARASTATAL ORGANIZATIONS AS INDICATED IN APPENDIX 2
2.	1.2	Period for provision of service: Twelve (12) MONTHS Commencement date for Framework Agreement: 1ST July, 2019 Completion date for Framework Agreement: 30TH JUNE, 2020
3.	2.1	Financial year for the operations of the Procuring Entities: 2019/2020
4.	3.1	Joint venture, consortium or association is applicable: N/A
5.	4.1	Ineligible countries are: NOT APPLICABLE.
7.	4.5	Demonstration of authorization by manufacturer: NOT APPLICABLE.
B. PRE-QUALIFICATION Documents		
8.	7.2	The number of copies to be returned: TWO [ONE ORIGINAL AND ONE COPY].
9.	8.1	The address for clarification of Pre-Qualification documents is SECRETARY, TEMESA TENDER BOARD, OFF NYERERE ROAD, P. O. BOX 70704, DAR ES SALAAM, AND AT THE ADDRESSES OF REGIONAL OFFICES INDICATED IN THE ATTACHED LIST IN APPENDIX 1.
10.	8.2	Period to respond to request for clarification: Three (3) days Period prior to deadline for submission of pre-qualification for the Applicants to request clarifications: SEVEN (7) DAYS
C. Preparation of Pre-qualification		
11.	10.1	The Language of all correspondences and documents related to the application is: ENGLISH
12.	11.1 (g)	In addition to the documents stated in ITB Clause 11, the following documents must be included with the Application: <ul style="list-style-type: none"> i. Registration certificate which shows legal status of the Business: - <ul style="list-style-type: none"> a. Company Registration Certificate [Certificate of Incorporation]; or

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
		<p style="text-align: center;">b. Business name registration certificate <u>AND</u> extract from register;</p> <p>ii. Company Profile (including services offered)</p> <p>NB: Individual person are exempted from roman (i)</p> <p>iii. Relevant Trading Business License;</p> <p>iv. TIN certificate and VAT certificate</p> <p>v. Notarized Power of attorney in acceptable format and registered by registrar.</p> <p>vi. Declaration of Anti Bribery Policy (Integrity) in the format provided;</p> <p>vii. Copy of receipt (Exchequer Receipt Voucher) evidencing purchase of Pre-qualification documents.</p> <p>viii. Relevant Certificate issued by Contractor Registration Board (CRB);</p> <p>NB: Copies of roman i, ii, iii, vi and vii above should be certified by the commissioner of Oath and Individual person are exempted in roman (i)</p>
13.	12.3 (c)	<p>Other procurement specific information required from Applicants in ITB Clause 12.3(c) is as follows:</p> <p>i. Compliance with Statement of Requirements;</p> <p>ii. Filled ‘applicants particulars data’ certified by “Mwenyekiti serikali ya mtaa/kijiji or Afisa Mtendaji wa mtaa/kijiji” at the Local area of the delivery point (DISTRICT) in the format provided under section IV;</p> <p>iii. Adequate Application validity period of 120 days</p> <p>iv. All required forms signed by an authorized personnel</p>
14.	13.3 (b)	<p>The qualification criteria required from Applicants in ITB Clause 13.3(b) is modified as follows.</p> <p>1. Financial Capability:</p> <p>Applicants shall furnish documentary evidence that meets the following financial requirements;</p> <p>Bank statement for a period of two months prior to the date of tender advertisement; Annual Financial Report for the past three (3) years (2015/16 - 2017/18) duly audited by an independent 3rd party auditor. Report should include but not limited to the following:</p> <ul style="list-style-type: none"> • Statement of Financial Position • Statement of Cash Flow • Auditor’s report • Other pertinent data deemed necessary.

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
		<p>2. Technical capability:</p> <ul style="list-style-type: none"> • Past Project Experience – Description of at least three (3) completed projects • List of ongoing after sales support / services contract offered by the applicant • Key personnel and technical staff: The applicant is required to submit CVs recently signed by the proposed professional staff. Key information should include number of years working for the firm/entity, and degree of responsibility held in various related assignments during the last six (6) months. • Technical staff should meet criteria for registration in respective classes by CRB • Technical staff should possess the following minimum qualifications (related to the service intends to provide) from recognized Institution/College/University: <ul style="list-style-type: none"> i. Workshop technician- holder at least FTC ii. Technicians - holder of at least trade test grade III; iii. Plumber - holder of at least trade test grade III; • Applicant must indicate evidence that signifying the possession of equipment, parts, tools inclusive of: filling apparatus, storage/reserve cylinder, working bench, lot working tools, delivery van, refilling, safety equipment for technical staff, drilling machine, blower;
15.	13.3 (c)	The qualification criteria required from Applicants in ITB Clause 13.3(c): None.
16.	15.4	The rules governing the terms are prescribed in: NOT APPLICABLE
17.	15.5 (a)(i) (iii), (iv) (optional)	<p>The price quoted for each item shall: INCLUDE TAXES, INLAND TRANSPORT COST; LOADING AND OFF LOADING CHARGE, INCIDENTAL COST AND ANY OTHER RELATED COSTS WITH RESPECT TO THE DELIVERY POINT. N/A</p> <p>THE PROCURING ENTITY SHALL NOT BEAR ANY ADDITIONAL COST OR CHARGE OR FEE RATHER THAN UNIT PRICE QUOTED AND AWARDED TO THE APPLICANT; N/A</p>
18.	15.5 (b)	NOT APPLICABLE
19.	15.6	Pre inspection and post inspection will be done with fee. The price schedule will be as shown on appendix 3
20.	16.1 (a)	a) For supplies and related services originating in the United Republic

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
		of Tanzania the currency of the Application shall be TANZANIAN SHILLINGS;
21.	16.2	The rates of exchange to be used by the Applicant shall be those established by the Bank of Tanzania prevailing on: 28 DAYS PRIOR TO APPLICATION SUBMISSION DATE;
22.	17.1	The Application validity period shall be ONE HUNDRED TWENTY (120) DAYS;
23.	18.1	An APPLICATION SECURING DECLARATION form shall not be filled by the Applicant.
24.	19.1	Alternative pre-qualification to the requirements of the application documents WILL NOT be permitted.
25.	20.1	The number of copies of the application to be completed and returned shall be: TWO [ONE ORIGINAL AND ONE COPY].
26.	20.1	Written confirmation of authorization are: NOTARIZED POWER OF ATTORNEY (should be duly signed registered with registrar of documents before signing the contract)
D. Submission of Pre-qualification		
27.	21.2 (a)	<p>For Application submission purposes only, the Procuring Entity's address is:</p> <p>TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY [TEMESA] HEADQUARTERS OFFICES: SECRETARY, TEMESA TENDER BOARD, P. O. BOX 70704, STREET ADDRESS: OFF NYERERE ROAD/ KEKO MWANGA AREA, CITY: DAR ES SALAAM.</p> <p>AND</p> <p>TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY [TEMESA] REGIONAL OFFICES' ADDRESSES AS INDICATED IN APPENDIX 1.</p> <p>MODE OF SUBMISSION:</p> <p>ALL PRE- QUALIFICATION SHOULD BE SUBMITTED EITHER TO HQ OR TO THE REGION WHERE AN APPLICANT INTENDS TO PROVIDE SERVICES.</p>
28.	21.2 (b)	<p>Project name: Provision of Electronics/ICT Engineering Services in Government buildings.</p> <p>Title and number: PROVISION OF ELECTRONICS/ICT ENGINEERING SERVICES IN GOVERNMENT BUILDINGS APPLICATION NO. AE/006/2019-2020/HQ/FA/NCS/04</p> <p>Time and date for submission: On Tuesday, 16th April, 2019 AT 11:00</p>

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
		AM
29.	22.1	The deadline for Application submission is a) Day: On Tuesday b) Date: 16 TH April ,2019 c) Time: 11:00 AM
30.	22.3	Extension of the deadline for submission of Pre-qualification shall be made: SEVEN (7) DAYS BEFORE EXPIRY OF THE ORIGINAL DEADLINE.
E. Opening and Evaluation of Pre-qualification		
31.	25.1	The Application opening shall take place at: Street address: OFF NYERERE ROAD, KEKO MWANGA; City/Town: DAR ES SALAAM, Country: TANZANIA. Day: On Tuesday Date: 16 th April,2019 Time: 11:00 AM. and TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY [TEMESA]REGIONAL OFFICES, AT ADDRESSES INDICATED IN APPENDIX 1. Day: On Tuesday Date: 16 th April, 2019 Time: 11:00 AM.
32.	30.2	The currency that shall be used for Application evaluation and comparison purposes is: N/A.

BDS Clause Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Applicants
33.	33.1	Post- qualification will BE UNDERTAKEN and will include the following; <ol style="list-style-type: none"> i. Experience and past performance on similar contract ii. Knowledge of local working conditions iii. Capabilities with respect to personnel iv. List of Applicant's Tools and Equipment to execute the contract v. Financial capability to perform the contract vi. Current commitments (On going contracts) vii. Legal capacity to make binding decisions on its rights duties and obligations viii. Compliance with health and safety laws (where applicable) ix. Compliance with Statement of Requirements x. Litigation record or xi. Any other relevant criteria
F. Review of Procurement Decisions		
34.	42.1	The address to submit complaints: Chief Executive Officer, Tanzania Electrical, Mechanical and Electronics Services Agency [TEMESA] Off Nyerere Road, Keko Mwanga, P.o. Box 70704, Dar es Salaam. Tel: +255-22-2862796/97 Fax: +255-22-2865835
	44.1	Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: ceo@ppra.go.tz Website: www.ppra.go.tz
35.	44.3	Fee for administrative review shall be ten thousand Tanzanian shillings.
36.	46.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

SECTION IV: GENERAL CONDITIONS OF THE LOCAL PURCHASE ORDER

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A. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) "Adjudicator" is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Clauses ___ and ___ hereunder;
 - b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Application;
 - c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;
 - d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 2.1 of such signed Contract;
 - e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 33.1;
 - f) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.
 - g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
 - h) "Employer" means the party who employs the Service Provider;
 - i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
 - j) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
 - k) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - l) "GCC" means these General Conditions of Contract;
 - m) "Government" means the Government of the United Republic of Tanzania;
 - n) "Local Currency" means the currency of the United Republic of

Tanzania;

- o) "Member," in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the Entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- p) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- q) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- r) "Service Provider" is a person or corporate body whose Application to provide the Services has been accepted by the Employer;
- s) "Service Provider's Application" means the completed application document submitted by the Service Provider to the Employer
- t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- u) "Specifications" means the specifications of the service included in the application document submitted by the Service Provider to the Employer
- v) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Application.
- w) "Subcontractor" means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 7.1 and 8.1.
- x) "Site" means the place(s) named in SCC.
- y) "Purchaser" means any Entity or party which pay or accept the services provided by service provider

2. Applicable Law and Interpretation

2.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in the SCC**. The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Contract,
- 2) Letter of Acceptance,
- 3) Service Provider's Application,
- 4) **Special Conditions of Contract**

- 5) Conditions of Contract,
 - 6) Specifications,
 - 7) Activity Schedule
 - 8) Any other document listed in the SCC as forming part of the Contract.
3. Language 3.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
4. Communications 4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Location 5.1 The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
6. Authorized Representatives 6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
7. **Subcontracting** 7.1 The Service Provider may subcontract with the approval of the Employer's Representative, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Service Provider's obligations.
8. Other Service Providers 8.1 The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC. The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification.
9. Taxes and Duties 9.1 The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

10. Effectiveness of Contract 10.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
11. Commencement of Services Program 11.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods,

arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

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|------------------------------|------|---|
| Starting Date | 11.2 | The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC. |
| 12. Intended Completion Date | 12.1 | Unless terminated earlier pursuant to Clause 15, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Clause 26. In this case, the Completion Date will be the date of completion of all activities. |
| 13. Modification | 13.1 | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained. |
| 14. Force Majeure | | |
| No Breach of Contract | 14.1 | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| Extension of Time | 14.2 | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| Payments | 14.3 | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| | 14.4 | Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC. |
| 15. Termination | | |
| By the Employer | 15.1 | The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g): |

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Security in accordance with Clause 27;
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Clause 26.1 and the SCC.;
- g) if the Employer, in its sole discretion, decides to terminate this Contract.

By the Service Provider

15.2 The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Payment upon Termination

15.3 Upon termination of this Contract pursuant to sub-Clauses 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 33 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

Limitation of Liability

16 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

- (a) The Service Provider shall not be liable to the procuring entity, 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..

C. Obligations of the Service Provider

16. General

- 16.1 The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

17. **Conflict of Interests**

Service Provider not to Benefit from Commissions and Discounts.

- 17.1 The remuneration of the Service Providers pursuant to Clause 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

Service Provider and Affiliates not to be Otherwise Interested in Project

- 17.2 The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

- 17.3 Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:
 - (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on

any type of leave, to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be specified in the **SCC**.

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|--|------|---|
| 18. Confidentiality | 18.1 | The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer. |
| 19. Insurance to be Taken out by the Service Providers | 19.1 | The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 20. Protection of the environment | 20.1 | The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. |
| | 20.2 | The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws. |
| 21. Labour Laws | 21.1 | The Service Provider shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights. |
| | 21.2 | The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work. |
| 22. Health and Safety | 22.1 | The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel. |
| | 22.2 | The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics |
| | 22.3 | The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require. |
| | 22.4 | The Service Provider shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community. |
| 23. Service Providers' Actions Requiring Employer's Prior Approval | 23.1 | The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
<ul style="list-style-type: none">(a) entering into a subcontract for the performance of any part of the Services,(b) appointing such members of the Personnel not listed by name in |

Appendix C (“Key Personnel and Subcontractors”),

- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.

24. Reporting Obligations	24.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
25. Documents Prepared by the Service Providers to be the Property of the Employer	25.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
26. Liquidated Damages		
Payments of Liquidated Damages	26.1	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
Correction for Over-payment	26.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 36.
Lack of Performance Penalty	26.3	If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 41.1
27. Performance Security	27.1	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the SCC.
		D. Service Provider’s Personnel
28. Description of Personnel	28.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service

Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

- | | | |
|-------------------------------------|---|--|
| 29. | Removal and/or Replacement of Personnel | <p>29.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>29.2 If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>29.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel</p> |
| E. Obligations of the Employer | | |
| 30. | Assistance and Exemptions | 30.1 The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC. |
| 31. | Change in the Applicable Law | 31.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 34(a) or (b), as the case may be. |
| 32. | Services and Facilities | 32.1 The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F. |
| F. Payments to the Service Provider | | |
| 33. | Lump-Sum Remuneration | 33.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 34.1, the Contract Price may only be increased above the amounts stated in Clause 33 if the Parties have agreed to additional payments in accordance with Clause 35.1. |
| 34. | Contract Price | <p>34.1 a) The price payable in local currency is set forth in the SCC.</p> <p>b) The price payable in foreign currency is set forth in the SCC.</p> |
| 35. | Payment for Additional Services | 35.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 13, a breakdown of the lump-sum price is provided in Appendices D and E. |

36. Terms and Conditions of Payment 36.1 Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, advance payment shall be made against the provision by the Service Provider of a bank guarantee or insurance bond for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
37. Interest on Delayed Payments 37.1 If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC
38. Price Adjustment 38.1 a) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and

Loc is the index prevailing 28 days before Application opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Application opening for other inputs payable; both in the specific currency "c".

- b) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
39. Dayworks 39.1 If applicable, the Daywork rates in the Service Provider's Application shall be used for small additional amounts of Services only when the Employer has given written instructions in advance

for additional services to be paid in that way.

39.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Clause 6 within two days of the Services being performed.

39.3 The Service Provider shall be paid for Day works subject to obtaining signed Dayworks forms as indicated in Clause 39.

G. Quality Control

40. Identifying Defects 40.1 The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.

41. Correction of Defects and Lack of Performance Penalty 41.1 a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 26.3.

H. Settlement of Disputes

42. Amicable Settlement 42.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

43. Dispute Settlement 43.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

43.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

43.3 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

- 43.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
- 43.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within 14 days of receipt of such request.

SECTION V: SPECIAL CONDITIONS OF THE LOCAL PURCHASE ORDER

Special Conditions of the Local Purchase Order

The following Special Conditions for Local Purchase Order shall supplement the General Conditions of the Local Purchase Order. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Call-off Order. The corresponding clause number of the GCCO is indicated in parentheses.

[Instructions for completing the Special Conditions of the Local Purchase Order are provided, as needed, in the notes in italics mentioned for the relevant SCCO. Where sample provisions are furnished, they are only illustrative; purchasers shall draft specific provisions for each procurement.]

SCC O Clause Number	GCCO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Call-off Order
Definitions (GCCO Clause 1)		
1.	1.1(i)	The Employer is: <i>[To be Inserted by Procuring Entity]</i>
2.	1.1(j)	The Service Provider is: <i>[To be Inserted by Procuring Entity]</i>
3.	1.1(k)	The Project Site is: <i>[To be Inserted by Procuring entity]</i>
Nature of Contract and Governing Language (GCCO Clause 3 and 4)		
4.	4.1	The Governing Language shall be: ENGLISH
Applicable Law (GCCO Clause 5)		
5.	5.1	The Applicable Law shall be: Laws of the UNITED REPUBLIC OF TANZANIA
Country of Origin (GCCO Clause 6)		
6.	6.1	Country of Origin is: APPLICABLE
Performance Security (GCCO Clause 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[insert the specific amount where applicable]</i> . NOT APPLICABLE
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCCO 17.2: <i>[insert applicable or not]</i> .
Review Meetings, Reports, Inspections and Tests (GCCO Clause 11)		
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by Inspection agent which should be attached with the certificate(s) of the manufacturer(s) to the Employer in order to ensure that the goods are manufactured in compliance with the contract: <i>[insert applicable or not]</i> .
Packing (GCCO Clause 12)		

SCC O Clause Number	GCCO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Call-off Order
10.	12.2	The following SCCO shall supplement GCCO Clause 11.2: The Goods shall be packed properly in accordance with standard export packing specified by the Employer in the Technical Specification.
Delivery and Documents (GCCO Clause 13)		
11.	13.4, 13.6	For Goods supplied from abroad: NOT APPLICABLE.
		For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the Employer and mail the following documents to the Employer: <ul style="list-style-type: none">(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;(ii.) delivery note, railway receipt, or truck receipt;(iii.) Manufacturer's or Supplier's warranty certificate;(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Employer before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCCO Clause 14)		
12.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes: <i>[insert applicable or not]</i> .
Incidental Services (GCCO Clause 16)		
13.	16.1	Incidental services to be provided are: NOT APPLICABLE.
14.	17.1	Additional spare parts requirements are: NOT APPLICABLE.
Warranty (GCCO Clause 18)		
15.	18.2	<i>[insert applicable or not];</i>
16.	18.4& 18.5	The period for correction of defects in the warranty period is: SEVEN (7) DAYS.
Payment (GCCO Clause 19)		
17.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

SCC O Clause Number	GCCO Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of the Call-off Order
		Payment for Goods supplied from abroad: NOT APPLICABLE.
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: NOT APPLICABLE.</p> <p>(ii) On Delivery: NOT APPLICABLE</p> <p>(iii) On Acceptance: On Acceptance 100 PERCENT of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Employer.</p>
18.	19.3	Rate to be used for paying the Supplier interest on the late payment made by Employer shall be: <i>[insert the interest rate where applicable]</i> .
Prices (GCCO Clause 20)		
19.	20.2	Not applicable;
Liquidated Damages (GCCO Clause 26)		
20.	26.1	Applicable rate: 0.1 per cent per day of undelivered materials/good's value. Maximum deduction is equal to the performance security: <i>[insert applicable or not]</i> .
Procedures for Disputes (GCCO Clause 32)		
21.	32.2	Rate of the Adjudicator fees shall be: AGREED BETWEEN EMPLOYER AND SERVICE PROVIDER.
22.	32.3	Arbitration institution shall be: TO BE AGREED BETWEEN EMPLOYER AND SERVICE PROVIDER. Place for carrying out Arbitration: TO BE AGREED.
23.	33.1	Appointing Authority for the Adjudicator: TO BE SPECIFIED LATER.
Notices (GCCO Clause 35)		
24.	35.1	<p>Procuring Entity's address for notice purposes: Tanzania Electrical, Mechanical and Electronics Services Agency [TEMESA] Off Nyerere Road Keko Mwanga, P.o. Box 70704, Dar es Salaam. Tel: +255-22-2862796/97 Fax: +255-22-2865835</p> <p>Supplier's address for notice purposes:</p>

SECTION VI: STATEMENT OF REQUIREMENTS

1. Statement of Requirements

The Scope of work for Electronics/ICT Engineering services is as shown in below. The Requirement for Technical Personnel, Tools and Equipment, Safety Gears and office Services/ facilities for different classes of contractors should be provided by the applicants as be below guidelines.

	SERVICE OF ELECTRONICS/ICT
1.0	<p>Scope of work</p> <p>The Works for Electronics/ICT Engineering services shall consists of installations and maintenance the following systems/networks:</p> <ul style="list-style-type: none"> i. Local Network Area (LAN) and/or Wide Area Network (WAN) ii. Enterprise level Servers and disk storage equipment iii. Firewall appliances iv. Security systems v. Direct to Home (DTH) Television vi. IP based PABX complete with voice mail and telephone management system vii. Access Control Systems viii. Public Address (PA) Systems ix. Automatic Voltage Regulators (AVR) x. Uninterruptible Power Supplies (UPS) and xi. All other necessary material as they appear in specifications and as found necessary to complete the works
2.0	<p>General Experience</p> <ul style="list-style-type: none"> a. Required number of similar contracts completed (3) THREE within the past (5) FIVE YEARS b. Required Submission <ul style="list-style-type: none"> i. Company Profile (including services offered) ii. Names and Nationality of the Directors of the Company (attach a copy of their passports or National ID). iii. List of key personnel (including their current signed curriculum vitae and certificate) who will be assigned to the project. iv. List of similar projects carried out in the last five years including Project Titles, names of Clients, Consultants, dates of commencement, dates and evidence of start and completion and contract values. v. Copies of latest registration certificates, business license, original banker's reference, copies of VAT and TIN, registration certificate, Contractors Registration Board (CRB) certificate for specialist Contractor in Telecommunication, ICT & Security System in Class III, Class II or Class I. vi. Written specific power of Attorney authorizing the signatory to commit the Applicant vii. A written permission allowing the employer to substantiate any information given in the application including the banker <p>Reference letters from clients and consultants from the completed projects</p>

3.0 Technical staff (To be filled by Applicant)

a) Personnel Capabilities for Class One (I) Contactor

S/N	POSITION	NO.	WORK EXPERIENCE (YEARS)	YEARS OF EXPERIENCE IN SIMILAR WORK
1	Project Engineer: holder of at least a first degree in Engineering in either Telecommunications/ICT/Electronics/Computer Engineering with at least 5 years working experience in ICT, Telecommunication & security system installation and maintenance and must be registered with ERB as Professional Engineer (attach certificates)			
2	Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works and must be registered with ERB as Professional Engineer (attach certificates)			
3	Assistant Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works and who must be registered with ERB as Graduate Engineer (attach certificates)			
4	Site foreman/woman: FTC holder/Ordinary Diploma or Equivalent in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
5	Assistant Site foreman/woman: holder of Trade Test I or Equivalent in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
6	Artisans (at least 5) holder of Trade test II or III in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			

b) Personnel Capabilities for Class Two II Contractors

S/N	POSITION	NO.	WORK EXPERIENCE (YEARS)	YEARS OF EXPERIENCE IN SIMILAR WORK
1	Project Engineer: holder of at least a first degree in Engineering in either Telecommunications/ICT/Electronics/Computer Engineering with at least 5 years working experience in ICT, Telecommunication & security system installation and maintenance and must be registered with ERB as Professional Engineer (attach certificates)			
2	Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works and must be registered with ERB as Professional Engineer (attach certificates)			
3	Assistant Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works and who must be registered with ERB as Graduate Engineer (attach certificates)			
4	Site foreman/woman: FTC holder/Ordinary Diploma or Equivalent in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
5	Assistant Site foreman/woman: holder of Trade Test I or Equivalent in either (Telecommunication/ICT/Electronics /Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
6	Artisans (at least 5) holder of Trade test II or III in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			

c) Personnel Capabilities for Class Two III Contractors

S/N	POSITION	NO.	WORK EXPERIENCE (YEARS)	YEARS OF EXPERIENCE IN SIMILAR WORK
1	Project Engineer: holder of at least a first degree in Engineering in either Telecommunications/ICT/Electronics/ Computer Engineering with at least 5 years working experience in ICT, Telecommunication & security system installation and maintenance and must be registered with ERB as Professional Engineer (attach certificates)			
2	Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works and must be registered with ERB as Professional Engineer (attach certificates)			
3	Assistant Site Engineer: holder at least first degree in Engineering in either (Telecommunication/ICT/Electronics /Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works and who must be registered with ERB as Graduate Engineer (attach certificates)			
4	Site foreman/woman: FTC holder/Ordinary Diploma or Equivalent in either (Telecommunication/ICT/Electronics/ Computer Engineering) with at least 5 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
5	Assistant Site foreman/woman: holder of Trade Test I or Equivalent in either (Telecommunication/ICT/ Electronics/ Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			
6	Artisans (at least 5) holder of Trade test II or III in either (Telecommunication/ICT/Electronics/Computer Engineering) with at least 3 years working experience in ICT, Telecommunications & Security system installation and maintenance works (attach certificates)			

6.0 Tools and Equipment to execute the contract [to be filled by the applicant]

S/N	EQUIPMENT CAPABILITIES	MINIMUM NUMBER REQUIRED	TO BE FILLED BY THE APPLICANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Procurement Reference Number: **PRE-QUALIFICATION NO. AE/006/2019-2020/HQ/FA/NCS/04**

The response time shall commence from the date of each Local Purchase order. The Provider shall meet the response times for any Local Purchase order, subject to the limitations in the contract.

Local Purchase orders may be issued at any time during a period of: **Twelve (12) months**

Schedule of Delivery Points/Sites:

Supplies may be requested by any of the Ministries, Independent Departments, Agencies, Regions, Districts, Local Government Authorities and Parastatal Organizations located in

SECTION VII: APPLICATION FORMS TO BE FILLED BY THE APPLICANTS

1. Form of Letter of Application.....
2. Applicants particular data.....
3. Form of Qualification Information.....
4. Delivery and completion schedules.....
5. Business Turnover Records.....
6. General Experience records.....
7. Summary of current works in progress and the work commitments
8. Staff distribution and curriculum vitae
9. Information on working tools/equipment and their capability
10. Financial capability.....
11. Litigation history.....
12. Letter of Acceptance.....
13. Sample of Agreement form.....
14. Sample of Mini-Competition.....
15. Sample of Local Purchase Order.....

1: Format of Letter of Application

[Letterhead paper of the applicant including full address, telephone no, fax no, telex no, and cable address]

To: The Secretary,
TEMESA
Ministry of Works
Keko Mwanga Area, Off Nyerere Road
P. O. Box 70704
DAR ES SALAAM.

Ladies and/or Gentlemen,

1. Being duly authorized to represent and act on behalf of
(Hereinafter referred to as "the Applicant" and having reviewed and fully understood all of the prequalification information provided, the undersigned hereby apply to be pre-qualified by yourselves as an Applicant for the following categories.

2. Attached to this letter are copies documents defining;
 - (a) The applicant's legal status;
 - (b) The principal place of business; and
 - (c) The place of incorporation for applicants who are corporations, or the place of registration and the nationality of the owners (for applicants who are partnerships or individually) owned Workshops/Garages).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our Bankers and Clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide

such information deemed necessary and as requested by you to verify statements and information provided in this application.

4. Your Agency and its authorized representatives may contact the following persons for further information:

1.
2.
3.
4.

5. This application is made with the full understanding that:

(a) Pre-qualified Applicants will be subject to verification of all information submitted for pre-qualification.

(b) The Employer reserves the right to:

- Amend the pre-qualification requirements and documents
- Reject or accept any application
- Cancel the pre-qualification process, and reject all applications.

(c) The Employer shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

(d) Applicants will be advised by the Employer in writing by fax or telex, within 60 days of the date of submission of applications, of the result of their application, and of the names of the pre-qualified applicants without being assigned any reason for the Employer's decision.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

2. Applicant's Particulars Data

The Applicant is required to indicate the following information [this is mandatory]

Sn	Details	To be filled by the applicant
1	Name of the Firm/Company/Business.	
2	P.o Box	
3	Telephone Number(s).	
4	Mobile number(s).	
5	Fax Number(s).	
6	E-mail address	
7	Region	
8	District	
9	Village [Kijiji/Mtaa]	
10	Physical location	

Certification by " Mwenyekiti wa Serikali ya Mtaa/Kijiji or Afisa Mtendaji wa Serikali ya Mtaa/Kijiji"

I certify that the detail given above is true and the applicant is physically located in my village to the best of my knowledge.

Name of M/Kiti/Afisa Mtendaji wa Mtaa:

Signature:

Date:

[Official stamp]

3. Form of Qualification Information

1. Individual Applicants or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Applicant: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Application: *[attach]*
- 1.2 Total annual volume of Services performed in *(insert period)* years, in the internationally traded currency specified in the Application Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Clause 13.3(c) of the Instructions to Applicants.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Clause 13.4(d) of the Instructions to Applicants.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to Clause 23 of General Conditions of Contract.

Sections of the Services	Value of Subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3 of the pre-qualification documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Applicant is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Applicant.

1.12 Statement of compliance with the requirements of Clause 3.4 of the Instructions to Applicants.

1.13 Proposed Program (service work method and schedule).
Descriptions, drawings, and charts, as necessary, to comply with the requirements of the pre-qualification documents.

2. Joint Ventures

- 2.1 The information listed in 1.11 - 1.12 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Application authorizing signature of the Application on behalf of the joint venture.
- 2.4 Attach the Contract among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Applicants should provide any additional information required in the Application Data Sheet and to fulfill the requirements of Clause 12.1 of the Instructions to Applicants, if applicable.

We, the undersigned declare that

- (a) The information contained in and attached to this form is true and accurate as of the date of application submission

Or [delete statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

(c) Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

5. Delivery and Completion Schedule

Procurement Reference Number: AE/006/2019-2020/HQ/FA/NCS/04

Application Forms and Filling Procedures

For each of the Forms listed below, every Applicant will be required to fill it up and submit with its Application for the purpose of giving an overview of the status and general performance of the Workshop in question. Proper filling and submission of these Forms is mandatory to all Applicants.

Application Form No. 1: General Information on the office

1.	Name of the office	
2.	Head Office Physical Address/Location	
3.	Office Postal Address	
4.	Telephone Numbers	
5.	Fax.	
6.	E-mail address	
7.	Status of Office	Own/Leased (Cancel that is not applicable)
8.	Date/Year of Office	
9.	Place of Incorporation/Registration	

Application Form No. 5: Business Turnover Records

Name of the Firm:

Annual Turn Over Records

(Tsh.....)

1	Turnover (Tshs)
2	
3	

NB: The annual turn over records above should be the amount of Workshop /Garage revenue accrued from bills sent to clients for each years, in the past three (3) years.

Application Form No. 6: General Experience Record

Details of Undertaken Contracts of similar nature and complexity

Name of Office

Use a separate sheet for each contract

1. Number of the contract
2. Name of the contract
3. Name of the Employer
4. Nature of contracted works and special features (if any) relevant to the contract, which the Applicant finds to be an added advantage in relation to its Application:

Application Form No. 7: Summary of Current Contracts/Works in Progress and
other Office Commitments

Name of the Workshop /Garage

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which full completion certificate is yet to be used.

Name of contract	Value of outstanding work Tshs	Estimated completion date	Name and address of the Client

Application Form No. 8: Staff Distribution and Curriculum Vitae

Form No. 5 (A) : Office Staff Distribution Proposal

Name of the Office

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specific requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form No. 5 (B) for each candidate.

1. Title of position
Name of prime candidate
2. Title of position
Name of prime candidate
Name of alternate candidate
3. Title of position
Name of prime candidate
Name of alternate candidate
4. Title of position
Name of prime candidate
Name of alternate candidate

Form No. (5B): Staff Curriculum Vitae

Name of the Office

Position		Candidate () Prime () Alternate
Candidate information	1. Name of the candidate	
	2. Date of birth	
	3. Professional qualification	
Present Employment	4. Name and address of the Employer (with Telephones, Faxes and e-mails)	
	5. Contact Officer (Manager/Head of Personnel)	
	6. Job Title of candidate	
	7. Years with the present employment	

Summary of professional experience over the last 5 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and management experience

NB: This Form should be filled for each proposed in Form NO. 5(A)

Application Form No. 9: Information on working tools/equipment and their capability

Name of the Office

In this Form, the Applicant shall provide adequate Information on the equipment available at its Workshop/Garage and whether they are self owned, leased or otherwise.

S/No	Type of Equipment	Make/Model	Year of Manufacturer	Capacity (Ton,m ³ , etc)	Workshop use (s)

Application Form No. 10: Financial capability

Application should provide financial information to demonstrate that they meet the requirements stated in the instruction to Applicants. Each applicant must fill in this form, if necessary; a separate sheet should be used to provide complete Office Banker's information. A copy of the audited balance sheet should also be attached.

Name of the Office

S/N	Name of the Banker	
	Address of Banker (Include	
	Telephone numbers, Fax	
	And e-mailsetc)	
	Account Number	
	Types of the Account (Savings/Current)	

Hereunder, give also a Summary of actual assets and liabilities in Tanzanian Shillings for the previous three years. Based upon known commitments, give also a summary of projected assets and liabilities for the next two years, unless withholding such information is justified by the applicant to the satisfaction of the Employer.

Application Form No. 11: Litigation History

Name of the Office

Application should provide information on any history of litigation or arbitration resulting from contacts executed in the three years or currently under execution.

S/N	Year	Award for or against Applicant	Name of client, cause of litigation, and matter in dispute

12. Letter of Acceptance

[Letterhead paper of TEMESA]

[date]

To: [name and address of the Supplier]

This is to notify you that your Application dated [date] for execution of the [name of the Framework Agreement and identification number] for the attached item(s) and unit price(s) as corrected and modified in accordance with the Instructions to Applicants is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Framework Agreement for the provision of Services in accordance with the Call-off Order issued by the Procuring Entities and Call-off Order Terms and Conditions with the respective Procuring Entities.

Please return the attached agreement dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Framework Agreement and Price Schedule for Supplies and Related Services for Items Awarded.

13. Framework Agreement

This FRAMEWORK AGREEMENT is made the *[insert date]* day of *[insert month and year]*

BETWEEN:-

[1] Tanzania Electrical, Mechanical and Electronics Services Agency [TEMESA], P.O. Box 70704, Off Nyerere Road, Keko Mwangi, Dar es Salaam [hereinafter “ the Government Agent”]

and

[2] *[Insert Supplier Name and Address]* [hereinafter “the Supplier”]

WHEREAS:-

[A] TEMESA invited tenders for certain Supplies and Related Services Tender No. *[Insert tender number]* in respect of the Framework Agreement for *[insert the description of the framework agreement]* and has selected the Supplier to be among the Suppliers awarded the Framework Agreement.

[B] TEMESA intends that under the Framework Agreement the Supplies and Related Services may be available for purchase by the Procuring Entities.

[C] The Supplier agrees to Supply the Supplies and Related Services to Procuring Entities in the manner and on the terms described herein.

NOW IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Framework Agreement the following words and phrases shall have the following meanings. Other defined terms are as defined in the Specific Conditions of the Call-off Order unless amended below:-

Procuring Entities:	Means the public bodies and any other body, or unit established and mandated by the government to carry out public functions.
TEMESA	Means Tanzania Electrical, Mechanical and Electronics Services Agency (TEMESA) mandated by PPA No.7 of 2011 and reg. 2013 to arrange for procurement of Electrical Services by the Procuring Entities through Framework Agreement [FA].
Mini-competition	Means process Procuring Entities need to carry out to place a call-off contract under a framework agreement where the circumstances under Clause 7 arise.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this Agreement is to establish the terms under which the Supplier will supply to the Procuring Entities items within an agreed range of supplies/services at agreed prices.

2.2 This Agreement is not a commitment to purchase by the Purchaser. The commitment to purchase will only be made when a Procuring Entity issues Call-off Order under terms of this agreement.

3. COMMENCEMENT DATE

3.1 Commencement Date for this Agreement is [*insert date*].

4. DURATION

4.1 This Framework Agreement shall commence on the Commencement Date and shall continue in force until [*insert date*] unless extended in accordance with Clause 4.2.

4.2 This Framework Agreement can be extended at TEMESA's sole discretion for up to [*insert number*] months by giving notice no later than thirty [30] days prior [*insert date under 4.1*].

4.3 The extension shall apply to all the services or to such as TEMESA may specify in the notice given in this Clause 4.2.

5. SCOPE OF AGREEMENT

5.1 The specific items that may be called-off by the Employer under this Agreement will be listed in **call off order**.

6. METHOD OF LOCAL PURCHASE ORDER

- 6.1 On each occasion that Procuring Entity wishes to call-off specific goods/services under this Agreement an official Call-off Order will be issued specifying goods required, price, date when goods are required, delivery address , any special instructions.
- 6.2 TEMESA has entered into Framework Agreements with several Suppliers [Multi-Suppliers] for the same items/services to allow Procuring Entities go to the Supplier within the Framework Agreement whose offer is the most economically advantageous [Call-off Order Total Sum]. If that Supplier for any reason is not able to supply the item(s) at that time, the respective Procuring Entity would go to the Supplier offering the next most economically advantageous offer.
- 6.3 Each Call-off Order will be accompanied with the General Conditions of Call-off Order and Special Conditions for Call-off Order which must be signed between the respective Procuring Entity and the Supplier and will govern the specific call-off order.

7. MINI-COMPETITION

- 7.1 Procuring Entity may call Mini-Competition which will be confined to the Suppliers who have been awarded the Framework Agreement under the following circumstances subject to approval of the respective Tender Board:-
- [a] Where specifications of an item in Framework Agreement are not precise and adequate to meet individual Procuring Entity requirements. Under this circumstance respective Procuring Entity will refine available specifications which are included in the tender documents.
- [b] For items/commodities whose prices fluctuate seasonally depending on the availability of the products and market forces
- 7.2 Methods regarding submission, opening, evaluation and award of min-competition shall follow procedures as stipulated in the Public procurement Act no. 7 of 2011 and the Public procurement regulations G.N.no 446 [Reg. 136, 137, & 138]. [b] For items/commodities whose prices fluctuate seasonally depending on the availability of the products and market forces
- 7.2 Methods regarding submission, opening, evaluation and award of min-competition shall follow procedures as stipulated in the Public procurement Act no. 7 of 2011 and the Public procurement regulations G.N.no 446 [Reg. 136, 137, & 138].

8. APPLICABLE LAW

- 8.1 The validity, performance and execution of this Agreement shall be governed by and interpreted in accordance with Tanzania Law.

9. LANGUAGE

9.1 The ruling language of this Agreement shall be English.

10. CONFLICT OF INTEREST

10.1 The Supplier shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the Procuring Entity’s best interests. This obligation shall apply to the activities of the employees and agents of the Supplier in their relations with the employees of the Procuring Entity and Third Parties arising from this Agreement.

11. ASSIGNMENT AND SUB-CONTRACTING

11.1 The Supplier shall not assign or sub-contract this Agreement or any part thereof without the prior written consent of TEMESA. Any such permitted sub-contracting shall not relieve the Supplier of its obligations under the Agreement and shall not create any contractual relationship between the Procuring Entity and the Supplier’s sub-contractor(s).

11.2 The Supplier shall not assign or sub-contract any Call-off Order made under this Agreement without the prior written consent of TEMESA.

11.3 The Supplier shall safeguard the Procuring Entity’s interest by incorporating the terms and condition of the Call-off Order into any permitted assignment or sub-contract.

SIGNED by and on behalf of the parties on the date which first appears in this Agreement.

Signed by [*insert name of the CE-TEMESA*] duly authorized to sign for and on behalf of the TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY [TEMESA]

In the presence of:

Name:

Address:

Occupation:

Signature:

Signed by [*insert name*] duly authorized to sign for and on behalf of the Supplier

In the presence of:

Name:

Address:

Occupation:

Signature

14. MINI-COMPETITION QUOTATION FORM

[Letterhead paper of procuring entity]

[date]

To: [name and address of the Supplier]

Re: Mini-Competition under Framework Agreement

Sub: Procurement Reference No: [insert tender No.] _____

Framework Agreement No: [insert FA No.] _____

Subject to [insert either clause 7.1(a) or 7.1(b) or both] of the framework agreement referenced above entered between you and TANZANIA ELECTRICAL, MECHANICAL AND ELECTRONICS SERVICES AGENCY [TEMESA] for the provision of services, the Purchaser calls a mini competition. This min-competition request form has also been addressed to the suppliers/service providers awarded framework agreement.

Modified technical specifications or/and statement of requirements [this paragraph shall be used where clause 7.1(a) applied otherwise delete if clause 7.1(b) is used]

The technical specifications or/and statement of requirements is hereby refined as follows:

S/n	Item Code	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)	(c)

To be filled by procuring entity: Column b states the minimum technical specification of the item(s) required by the Procuring entity.

To be filled by supplier/service provider: The Applicant is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Schedule of Supplies or Services required

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
							[(6+7)x5]
TOTAL							

You are hereby instructed to fill and return this form to the Purchaser indicated above within three working days after the receipt.

Please return this document dully signed.

Authorized Signature:.....

Name of Signatory:

Title of Signatory:.....

Local Purchase Order

Under a Framework Agreement

Procurement Reference No: *[insert tender number]*

Framework Agreement No: *[insert number of FA]*

Local Purchase Order Reference No: *[insert reference number created by PE for internal use]*

Purchaser: *[insert name of PE]*

Supplier: *[insert name of Service Provider]*

Date of Local Purchase Order: *[insert date]*

1. The Purchaser indicated above issues this call-off order for the procurement of common use items and services under the framework agreement referenced above entered between you and the Tanzania Electrical, Mechanical and Electronics Services Agency [TEMESA].
2. This call-off order is subject to the terms and conditions of the framework agreement referenced above. In the event of a conflict, between this call-off order and the framework agreement, the framework agreement shall prevail.
3. The following documents shall be deemed to form and be read and construed as part of this call-off order, viz:
 - a) the Framework Agreement signed between TEMESA and the Supplier/Service Provider;
 - b) the Technical Specifications;
 - c) the General Conditions of the Call-off Order;
 - d) the Special Conditions of the Call-off Order
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier/Service Provider hereby covenants with the Purchaser to provide the *[insert goods or services]* and to remedy defects therein in conformity in all respects with provisions of the Call-off Order.
5. The Purchaser hereby covenants to pay the Suppliers in consideration of the provision of the *[insert goods or services]* and the remedying of defects therein, the Contract Price or such sum as may become payable under the provisions of the Call-off Order at the terms and in the manner prescribed by the Call-off Order.
6. The Purchaser has issued this Call-off Order to the service provide services as listed hereunder in the sum of *[insert amount in figures and words]* in accordance with the terms and conditions agreed in the Framework Agreement and Call-off Order.

List of Supplies or Services required and Prices

S/No.	Item Code	Description of Supplies or Services	Unit of Measure	Quantity	Unit Price	Amount [Tshs.]
GRAND TOTAL including VAT						

Modified Terms and Conditions of Call-off Order:

- i) *[insert specific terms and conditions]*
 - ii) Your invoice should be submitted together with the original Call-off Order.
 - iii) Delivery shall be completed o *[insert delivery period]* after which the order shall be cancelled.
 - iv) Services shall delivery to *[insert specific delivery point]*
7. Please sign and return this call-off order to the Purchaser indicated above within three working days after the receipt. Thereafter proceed with delivery of the supplies or provision of services indicated in paragraph 6 above, in accordance with the delivery period specified in this call-off order.

FOR PURCHASER:

FOR SUPPLIER/SERVICE PROVIDER

Signed by:
.....

Signed:

Name:

Name:

Position:
[Official stamp]

Position:
[Official stamp]

Copy:

- i) TEMESA
- ii) PPRA

SECTION IX: INTEGRITY

MEMORANDUM

The following procedures will apply to the letting of contracts for the public sector in addition to the standard legal and projects. These procedures are administrative requirements; they will form part of the terms and conditions of each contract and will be actionable, in the event of breach, by the Government of the United Republic of Tanzania and any of the competing tenders.

(1) Each tenderer must submit a statement, as part of the tender documents, with the following text. "This company places importance on competitive tendering taking place on a basis that is free fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

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

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

(2) (a) This statement must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

(b) Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners, the tenderer may cover the subcontractors and consortium partners in its own statement, provided the tenderer assumes full responsibility.

(3) (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

(b) Each tenderer will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.

(c) The successful tenderer will also make full disclosure [quarterly or semiannually] of all payments to agents and other third parties during the

execution of the contract.

(d) Within six months of the completion of the performance of the contract, the successful tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

(e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

(4) Tenders which do not conform to these requirements shall not be considered.

(5) If the successful tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

i) Cancellation of the contract,

ii) Liability for damages to the public authority and/or the unsuccessful

competitors in the tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated damages), unsuccessful tenderer would present their claims under international arbitration,

iii) Forfeiture of the tender security, and

iv) Debarment by the Government of the United Republic of Tanzania from tendering for further public contracts for a period of ten years and as the Government may deem appropriate.

(6) Tenderers shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their - general or project - specific - Compliance Program.

(7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the

execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by tenderers for this contract, and to which in turn all tenderers and other parties involved or affected by the project shall have full access (provided, however, That no proprietary information concerning a tenderer may be disclosed to another

tenderer or to the public).

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013).

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013].

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

Appendix I

Tanzania Electrical, Mechanical and Electronics Services Agency - Regional Offices

- | | |
|---|---|
| 1 Regional Manager - TANGA
TEMESA
P.o Box 5021,
Tanga.
Tel No. 027-2644080
Fax No. 027-2644080 | 2 Regional Manager - SINGIDA
TEMESA
P.o Box 6,
Singida
Tel. No. 026-2502513
Fax No. 026-2502908 |
| 3 Regional Manager- ARUSHA
TEMESA
P.o Box 11760,
Arusha.
Tel No. 027 -2506636
Fax No. 027 -2548377 | 4 Regional Manager - IRINGA
TEMESA
P.o Box 23,
Iringa.
Tel. No. 026-2700033
Fax No. . 026-2700033 |
| 5 Regional Manager - KILIMANJARO
TEMESA
P.o Box 3051,
Moshi.
Tel No. 027- 2753636
Fax No. 027- 753636 | 6 Regional Manager - SHINYANGA
TEMESA
P.o Box 62,
Shinyanga
Tel No. 028-2762089
Fax No. 028-2762242 |
| 7 Regional Manager - MTWARA
TEMESA
P.o Box 521,
Mtwara.
Tel No. 023 -2333909
Fax No. 023 -2333002 | 8 Regional Manager - MWANZA
TEMESA
P.o Box 1076,
Mwanza,
Tel No. 028-2603684
Fax No. 028-2502002 |

- 9 Regional Manager - MBEYA
TEMESA
P.o Box 258,
Mbeya.
Tel No. 025-2502713
Fax No. 025-2502713
- 10 Regional Manager - TABORA
TEMESA
P.o Box 804,
Tabora.
Tel No. 026-2605947
Fax No. 026-2605385
- 11 Regional Manager - MOROGORO
TEMESA
P.o Box 1076,
Morogoro.
Tel No. 023-2603684
Fax No. 023-2613049
- 12 Regional Manager - RUKWA
TEMESA
P.o Box 4,
Rukwa
Tel No. 025-2802898
Fax No. 025-2802080
- 13 Regional Manager - PWANI
TEMESA
P.o P.o Box 30150,
Kibaha.
Tel No. 023-2402058
Fax No. 023-2402017
- 14 Regional Manager - MARA
TEMESA
P.o Box 81,
Musoma.
Tel No. 028-2620009
Fax No. 028-2620009
- 15 Regional Manager - DODOMA
TEMESA
P.o Box 902,
Dodoma.
Tel. No. 026- 2321866
Fax No. 026- 2322579
- 16 Regional Manager - RUVUMA
TEMESA
P.o Box 31,
Songea.
Tel No. 025-2602278
Fax No. 025-2602278
- 17 Regional Manager - LINDI
TEMESA
P.O BOX 1022,
Lindi.
Tel No. 023-2202291
Fax No. 023-2202291
- 18 Regional Manager - KIGOMA
TEMESA
P.o Box 1163,
Kigoma.
TEL No. 028-2802472
Fax No. 028-2802472

19 Regional Manager - KAGERA
TEMESA
P.O BOX 733,
Bukoba.
Tel No. 028-2221847
Fax No. 028-2221847

20 Regional Manager - MANYARA
TEMESA
P.o Box 264,
Babati.
Tel No. 027-2530540
Fax No. 027-2530540

21 Regional Manager - GEITA
TEMESA
P.o Box 619,
Geita.
Tel No.

22 Regional Manager-NJOMBE
TEMESA
P.o Box 1005,
Njombe.
Tel No. 027-2782616
Fax No. 027-2782616

23 Regional Manager - KATAVI
TEMESA
P.O BOX 717
Mpanda, Katavi

24 Regional Manager -SIMIYU
TEMESA
P.O.Box 424,
Bariadi,Simiyu

APPENDEX 2-ADIMINISTRATIVE AREAS

S/n	Location	Delivery Point/site
1	ARUSHA	Karatu
		Arusha Municipal
		Monduli
		Longido
		Ngorongoro
		Arumeru
2	PWANI	
		Kibaha Town
		Kibaha Rural
		Bagamoyo
		Mkuranga
		Rufiji
		Mafia
		Kisarawe
3	DAR ES SALAAM	
		Dar es salaam City
4	DODOMA	
		Dodoma Municipal
		Mpwapwa
		Kondoa
		Kongwa
		Bahi
		Chamwino
5	IRINGA	
		Iringa Municipal
		Iringa Rural
		Mufindi
		Kilolo
6	KAGERA	

S/n	Location	Delivery Point/site
		Bukoba
		Missenyi
		Karagwe
		Ngara
		Biharamulo
		Muleba
7	KIGOMA	
		Kigoma - Ujiji
		Kigoma Rural
		Kasulu
		Kibondo
8	KILIMANJARO	
		Moshi Municipal
		Moshi Rural
		Hai
		Siha
		Mwanga
		Same
		Rombo
9	LINDI	
		Ruangwa
		Lindi Town
		Lindi Rural
		Kilwa
		Nachingwea
		Liwale
10	MANYARA	
		Babati
		Mbulu
		Hanang

S/n	Location	Delivery Point/site
		Kiteto
		Simanjiro
11	MARA	
		Rorya
		Musoma
		Tarime
		Serengeti
		Bunda
12	MBEYA	
		Mbeya City
		Mbeya Rural
		Kyela
		Rungwe
		Ileje
		Mbozi
		Chunya
		Mbarali
13	MOROGORO	
		Morogoro Municipal
		Morogoro Rural
		Kilosa
		Kilombero
		Ulanga
		Mvomero
14	MTWARA	
		Mtwara Mikindani
		Mtwara Rural
		Masasi
		Newala
		Tandahimba

S/n	Location	Delivery Point/site
		Nanyumbu
15	MWANZA	
		Mwanza City
		Nyamagana
		Magu
		Kwimba
		Misungwi
		Ukerewe
		Sengerema
16	RUKWA	
		Sumbawanga Municipal
		Sumbawanga Rural
		Nkasi
17	RUVUMA	
		Songea Municipal
		Songea Rural
		Namtumbo
		Tunduru
		Mbinga
18	SHINYANGA	
		Shinyanga Municipal
		Shinyanga Rural
		Kishapu
		Kahama
19	SINGIDA	
		Singida Municipal
		Singida Rural
		Manyoni
		Iramba
20	TABORA	

S/n	Location	Delivery Point/site
		Igunga
		Tabora Municipal
		Nzegha
		Urambo
		Uyui
21	TANGA	
		Tanga City
		Kilindi
		Handeni
		Korogwe
		Pangani
		Lushoto
		Mheza
		Mkinga
22	NJOMBE	
		Makete
		Ludewa
		Njombe
		Wanging'ombe
23	SIMIYU	
		Bariadi
		Meatu
		Busega
		Maswa
		Itilima
24	GEITA	
		Geita

S/n	Location	Delivery Point/site
		Nyang'hwale
		Mbogwe
		Bukombe
		Chato
25	KATAVI	Mpanda
		Mlele
		Nsimbo