

BIDDING DOCUMENT

**SUPPLY AND INSTALLATION OF THREE (3) COFFEE PULPING
MACHINES [ECOLOGICAL COFFEE WET MILLS COMPACT UNITS
(UCBES)] IN MBOZI DISTRICT, SONGWE REGION**

TENDER NUMBER: GNTZ/MPO/T/2025/002

List of Abbreviations

| | |
|------|---|
| Cap | Chapter |
| FY | Financial Year |
| GCC | General Conditions of Contract |
| ICT | International Competitive Tendering |
| IFT | Invitation for Tenders |
| ITT | Instruction to Tenderers |
| JV | Joint Venture |
| JVCA | Joint Venture, Consortium, or Association |
| NCT | National Competitive Tendering |
| OAG | Office of the Attorney General |
| PE | Procuring Entity |
| PPAA | Public Procurement Appeals Authority |
| PPRA | Public Procurement Regulatory Authority |
| SCC | Special Conditions of Contract |
| STD | Standard Tender Document |
| TDS | Tender Data Sheet |
| CPU | Coffee Processing Unit |

SECTION I: INVITATION FOR TENDERS



TENDER NUMBER: GNTZ/MPO/T/2025/002

**[TENDER FOR
SUPPLY AND INSTALLATION OF THREE (3) COFFEE PULPING MACHINES
(Ecological Coffee Wet Mills Compact Units (UCBES) IN MBOZI DISTRICT, SONGWE
REGION]**

A. BACKGROUND

Good Neighbors International is an international humanitarian development NGO, founded in South Korea in 1991 and currently operates in 40 countries around the world to promote and protect child rights, strengthen global partnerships, and advocate the rights of the most vulnerable in a respectful and effective way. Good Neighbors Tanzania (GNTZ) has been present in Tanzania since 2005 and has been complimenting the government efforts in the areas of Health, Nutrition and WASH, Education, Livelihood Enhancement, Sponsorship Service and Child Protection.

This tender is part of the KOICA Coffee Project implemented in Mbozi District, Songwe Region under the support of Korea International Cooperation Agency (KOICA). The project serves Three AMCOS located in three different wards: Itumpi Mix AMCOS in Itumpi ward, Masangula AMCOS in Nyimbili ward and Milando AMCOS in Idiwili ward, Mbozi district, Songwe region. The total number of members of those AMCOS is 1,062 people.

Through this tender, GNTZ seeks qualified suppliers to supply and install Three (3) coffee pulping machines in Mbozi district, Songwe region.

This aims at improving coffee quality and productivity among farmers and AMCOS.

B. SCOPE OF WORK

The selected supplier shall supply pulping machines:

- I. Deliver, install and train board members on the functioning of Coffee Pulping Machines in three AMCOS (Itumpi Mix, Mbilidno and Masangula AMCOS) located in Mbozi district, Songwe Region.
- II. Ensure that the supplied items are certified by relevant authorities in Tanzania.

SECTION I – LETTER OF INVITATION

Date: May 05, 2025

Dear Sir/ Madam,

RE: TENDER FOR SUPPLY AND INSTALLATION OF COFFEE PULPING MACHINES TO AMCOS IN MBOZI DISTRICT, SONGWE REGION.

Good Neighbors Tanzania invites sealed bids from qualified and experienced suppliers for the supply and delivery of coffee pulping machines. This includes supply, installation and trainings of CPU operators in the AMCOS.

Item Quantity Specifications

*Supply and Installation of Coffee Pulping machines 3: Penagos Ecological Coffee Wet Mills
Compact Units (UCBES):*

Capacity: 2,000-2,500 Kg of cherry per hour

Demucelager's water consumption: 0.2 liters per kilo of cherry coffee

Demucilage electric power: 7.5HP

Pulper electric power: 3 HP

Engine power: 18 HP

Installation minimum area: 9mts2



Sample picture of required machine

Sealed application documents should be delivered *at Goodneighbors Tanzania Office located in Mbozi District, Vwawa city, near the Regional offices (along Tazam road), Nselewa halmet, Mbozi District, Songwe region.*

The interested tenderer may obtain further information from Good Neighbors Tanzania- Mbozi Project office, Administration Department during normal working hours 0800-1600hrs excluding public holidays through Mbozi@goodneighbors.or.tz with copy to Procurement@goodneighbors.or.tz

Proposals will be open immediately thereafter in the presence of suppliers who choose to attend at Good Neighbors Mbozi Project Office 21st May 2025 at 11:30hrs. This advertisement is found at Mabumbe advertisement website.

Submission address:

Project Manager
Good Neighbors Tanzania – Mbozi Area Office
P.O BOX 292
Mbozi.

To be received on or before 21st May 2025 at 11:30 hrs

SECTION II -INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the invitation to Tender.

2.1.2 Good Neighbors Tanzania will evaluate and select successful tenderer among the firms submitted completed tender documents based on the criteria and requirement of qualification

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 Tenderers eligibility

2.4.1 The tender document comprises the required documents listed for tenderers to be eligible for this tender

N/B: - Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents.

Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than two (2) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days except for the last two days up to the deadline of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in the English language.

2.8 Documents Comprising of Tender

The tender prepared by the tenderers shall comprise components as indicated in the QUALIFICATION AND EVALUATION CRITERIA

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form appropriately based on the format and requirement as indicated in the tender documents.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods (three pulping machine)

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Tanzanian Shillings

2.12 Format and Signing of Tender

2.12.1 The tenderer shall prepare document and mark one as **ORIGINAL** and one as **COPY for** the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.12.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.12.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.13 Sealing and Marking of Tenders

2.13.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope.

2.13 The inner and outer envelopes shall:

be addressed to the Procuring entity at the address given in the Invitation to Tender:

Bear the tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,” on 21st May 2025 at, at 11.30 a.m.**

The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

If the outer envelope is not sealed and marked as required by paragraph 2.13, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening

2.14 Preliminary Examination

2.14.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.14.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amounting words will prevail.

2.15.3 Tender shall be valid for 60 calendar days after opening.

2.15 Award of Contract

Post-qualification

2.15.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and having quality items responsive tender is qualified to perform the contract satisfactorily.

Award Criteria

2.15.3 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Procuring entity’s Right to Vary quantities

2.15.4 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.16 Notification of Award

2.16.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

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

| Ser. No. | Required Information/Data | ITT Clause | Information/Data to be Filled by the PE |
|------------------------|--|------------|---|
| A. Introduction | | | |
| 1. | Name of Procuring Entity | 1.1 & 2.1 | GOOD NEIGHBORS TANZANIA, P.O. BOX 292, Mbozi |
| 2. | Subject of Procurement | 1.1 | <i>Supply of Three (3) Coffee Pulping Machines: Deliver, install and train board members on the functioning of pulping machines in three AMCOS 1. (Itumpi Mix, 2. Mbilidno and 3. Masangula AMCOS) located in Mbozi district, Songwe Region</i> <i>TYPE Penagos Ecological Coffee Wet Mills Compact Units (UCBES): Capacity: 2,000-2,500 Kg of cherry per hour Demucilage's water consumption: 0.2 liters per kilo of cherry coffee Demucilage electric power: 7.5HP Pulper electric power: 3 HP Engine power: 18 HP Installation minimum area: 9mts²</i> |
| 3. | Period for supply of goods | 1.1 | <i>One Month and a half</i> |
| 4. | Contract duration: | 1.1 | Two Months and a half |
| 5. | Method of procurement | 1.2 | Competitive Bidding |
| 6. | Financial Year | 2.1 | 2025 |
| 7. | Name of the Project | 2.1 | KOICA Coffee Project implemented in Mbozi District, Songwe Region |
| 8. | Financing Institution | 2.1 & 2.2 | Korea International Cooperation Agency (KOICA). |
| 9. | Name and Identification number of tender | 2.1 | GNTZ/MPO/T/2025/002 |
| 10. | Eligible Tenderers | 3.1 | Single entity or JVCA |

| Ser. No. | Required Information/Data | ITT Clause | Information/Data to be Filled by the PE |
|----------------------------------|--|------------|---|
| | | | |
| 11. | Number of JVCA Members | 3.2 | Two [2], at least one member must be local |
| 12. | Manufacturer's Authorization | 4.6 | This is a competitive tender, Manufacturer's authorization is neither necessary nor shall it be considered as competitive advantage |
| B. Preparation of Tenders | | | |
| 13. | Language of the Tender | 10.1 | English |
| 14. | Samples | 11.1(b) | NA |
| 15. | Documents to be Submitted for Eligibility | 11.1 (h) | The following documents are eligibility requirement <ol style="list-style-type: none"> 1. Agro-dealer license or machinery tools license or CRB registration license of any class 2. Certificate of company incorporation 3. Copy of valid Business License 4. Tax clearance certificate 5. Tax Identification Number Certificate 6. Value added Tax Certificate (if bidder is VAT registered) 7. Company profile 8. Bank statement for the past 6 months (stamped) |
| 16. | Other eligibility and qualification criteria (mandatory) | 12.3 (c) | Section IV: [Qualification and Evaluation Criteria] and Section V: [Tendering Forms] |
| 17. | Fixation of Price | 15.9 | The prices shall be fixed |
| 18. | Tender validity Period | 17.1 | The Tender validity period shall be <i>60 days</i> |
| 19. | Tender Security Declaration | 18.1 | Tender Securing Declaration is applicable [Yes"] |
| 20. | Form of Tender Security Declaration | 18.3 | Form of tender Security declaration is attached security |
| 21. | Other Forms of Tender Security | 18.3 (c) | NA |
| 22. | Alternative Tenders | 19.1 | NA |
| 23. | Alternative Completion Time | 19.2 | NA |
| 24. | Technical | 19.3 | Not allowed |

| Ser. No. | Required Information/Data | ITT Clause | Information/Data to be Filled by the PE |
|---|---|------------|---|
| | Alternatives | | |
| 25. | Tender authorization documents Power Of Attorney | 20.2 | Authorization document(s) shall be duly notarized Power of Attorney in a form provided in Section V: [Tendering Forms] |
| D. Submission of Tenders | | | |
| 26. | Deadline for Tender submission | 22.1 | The deadline for Tender submission is May 21st, 2025, 11:30AM |
| E. Opening and Evaluation of Tenders | | | |
| 27. | Clarification of Tenders | 27.2 | Request for clarification during evaluation of tenders send email: Mbozi@goodneighbors.or.tz and copy to Procurement@goodneighbors.or.tz |
| 28. | Other Factors for Evaluation | 32.6 | Only application received physically (hand delivered) shall be accepted |
| 29. | National Preference | 33.1 | This tender is applicable for local bidders and JVCA (at least one JVCA member must be local) |
| F. Contract Award | | | |
| 30. | Percentage to increase/ decrease at Time of Award | 39.1 | NA |
| 31. | Performance Security/Performance Securing Declaration | 41.1 | Not applicable |
| 32. | Form and Amount of Performance Security | 41.2 | Not applicable |
| 33. | Advance Payment | 43.1 | Not applicable |
| 34. G. Review of Procurement Decisions | | | |
| 35. | PPRA's Address | 47.1 | The Address of PPRA to submit a copy of complaints: The Chief Executive Officer, Public Procurement Regulatory Authority Kambarage Tower, 9 th Floor, PSPF Road, P.O. Box 2865, 41104 Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz |
| 36. | PPAA Address | 49.1 | The address for Appeals to PPAA: |

| Ser. No. | Required Information/Data | ITT Clause | Information/Data to be Filled by the PE |
|-------------|------------------------------|---------------|--|
| | | | <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.o.Box 9310,11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p> |

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

Table 1- Qualification Requirements when Pre-qualification is carried out

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documen-tation |
|--|-------------------------|---|-----------------------|--------------------------------------|-----------------------|------------|---|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| 1. Eligibility | | | | | | | |
| 1.1 | Nationality | Nationality | Must meet requirement | NA | NA | Must Meet | Forms ELI – 1.1 with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Tender Submission Letter |
| 1.3 | Not Declared Ineligible | Not having been declared ineligible | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Tender Submission Letter |
| 1.4 | Government Owned Entity | Legal status and financial autonomy | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI -1.1 and EL 1.2 with attachments |
| 1.5 | Anti-Bribery Policy | Submission of anti-bribery policy | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Memorandum (format 01), antibribery policy, code of conduct |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form PER-1 |

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documen-tation |
|---|-------------------------|--|-----------------------|--------------------------------------|-------------|------------|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| | | against the Tenderer since 1 st January [2022] ¹ | | | | | |
| 3. Financial Situation and Performance | | | | | | | |
| 3.1 | Financial Capabilities | <p>The audited balance sheets or other financial statements acceptable to the Purchaser, for [2022 and 2023] years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability by meeting required minimum average Financial Ratios [Purchaser shall set at least 2 ratios]</p> <ul style="list-style-type: none"> Current Ratio (CA/CL) = [insert figure] Debt to Equity Ratio(TL/NW) = [insert figure] | Must meet requirement | N/A | NA | Must meet | <p>Form FIN – 3.1</p> <p>Current Ratio (CA/CL) = [insert figure] (A ratio of 1.0 or greater is generally acceptable)</p> <p>Debt to Equity Ratio (TL/NW) = 1.5 or less</p> |
| 3.2 | Average Annual Turnover | Average annual turnover (Average Annual Sales Revenue) from supply for he years 2022 and 2023. [Average annual Sales turn over to be At least TZS 400,000,000] | Must meet requirement | NA | N/A | Must meet | Form FIN – 3.2 |
| 3.3 | Current Commitments | The Tenderer shall also demonstrate, to the satisfaction of | Must meet requirement | NA | N/A | Must meet | Form FIN 3.3 |

¹ The Tenderer shall provide accurate information on the Tender Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

| Eligibility and Qualification Criteria | | | | Compliance Requirements | | | Documen-tation |
|--|--------------------|---|-----------------------|--------------------------------------|-------------|------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | | All Members Combined | Each Member | One Member | |
| | | the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. | | | | | |
| 4. Experience | | | | | | | |
| 4.1 | General Experience | Experience in supply of of the item per form EXP 1 with related requirement and support documents | Must meet requirement | | NA | Must meet | Form EXP –1 Experience |

SECTION V: TENDERING FORMS

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

| Form Name | Description | Check if Submitted with the Tender | |
|----------------|---|------------------------------------|----|
| | | Yes | No |
| | Form of Tender | | |
| | Special Power of Attorney | | |
| Form EL-1.1 | Tenderer Information Form | | |
| Form EL-1.2 | Tenderer's JV Members Information Form | | |
| Form FIN – 3.1 | Financial Situation and Performance | | |
| Form FIN - 3.2 | Average Annual Turnover (Annual Sales Value) | | |
| Form FIN -3.3 | Current Contract Commitments / Contracts in Progress Form | | |
| Form- EXP-1 | Experience | | |
| Form- PER 1 | Litigation History | | |
| | Price Schedule Forms | | |
| | List of Related Services and Completion Schedule | | |
| | Tender Securing Declaration | | |
| | Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme | | |

Form of Tender

Date: *[insert date of Tender]*

[Tender No.: [specify number]]

[Insert: name of Contract]

To: **[PE: insert Name and address of PE]**

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

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

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

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

We agree to abide by this Tender for the Tender Validity Period specified in ITT 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Special Power of Attorney

I the undersigned *[insert name]* being *[insert designation]* of *[insert name of the company]* of *[insert company address]* having its registered office at *[insert physical address of company]*;

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE, I *[insert name]* by virtue of authority conferred to me by the Board Resolution No *[insert Board Resolution Number]* of *[insert day]* day of *[insert Board Resolution month and year]*, do hereby ordain, nominate, authorize, empower and appoint *[insert name]* of *[insert address of the Donee]* to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act on my behalf or for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert place]* for and on behalf of *[insert name of the company]*

.....

SIGNED AND DELIVERED by the said
[insert name of Donor] Identified to me
by [insert name]
The latter being known to me personally

} this [insert date, month and year]

.....
DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Acknowledgement

I [insert name] doth hereby acknowledge and accept to be Attorney of the said [insert name of the company/donor] under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[insert name of Donee] Identified to me
by [insert name]
The latter being known to me personally
this [insert date, month and year],

}
.....
DONEE

BEFORE ME

Name:.....

Address.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Form ELI -1.1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

| |
|---|
| 1. Tenderer's Name <i>[insert Tenderer's legal name]</i> |
| 2. In case of JVCA, legal name of each member: <i>[insert legal name of each member in JVCA]</i> |
| 3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i> |
| 4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i> |
| 5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i> |
| 6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Certificate of Incorporation and/or documents of registration of the legal entity named above <input type="checkbox"/> In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT3.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the PE [Legal Autonomy Legal Status: The entity must be incorporated or registered under relevant national legislation, e.g., as a limited liability company, statutory authority, or other recognized legal form. Governance: The entity must possess a governing board or management structure with clearly defined authority, roles, and responsibilities. Compliance: |

It must operate in full compliance with all applicable laws, including but not limited to corporate, labor, tax, procurement, and environmental laws.

Contractual Capacity:

The entity must have the authority to enter into legally binding agreements, subject to internal governance approval mechanisms.

Financial Autonomy

The entity must demonstrate financial independence and accountability, including the following components:

Separate Financial Accounts:

The entity must maintain independent financial records and bank accounts, separate from any parent organization or government body]

2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2- Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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

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

Page No. _____

| |
|---|
| 1. Tenderer's Name: <i>[insert Tenderer's legal name]</i> |
| 2. Tenderer's JVCA Member's name: <i>[insert JVCA's Member legal name]</i> |
| 3. Tenderer's JVCA Member's country of registration: <i>[insert JVCA's Member country of registration]</i> |
| 4. Tenderer's JVCA Member's year of registration: <i>[insert JVCA's Member year of registration]</i> |
| 5. Tenderer's JVCA Member's legal address in country of registration: <i>[insert JVCA's Member legal address in country of registration]</i> |
| 6. Tenderer's JVCA Member's authorized representative information Name: <i>[insert name of JVCA's Member authorized representative]</i> Address: <i>[insert address of JVCA's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JVCA's Member authorized representative]</i> Email Address: <i>[insert email address of JVCA's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> Certificate of Incorporation In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT3.9. Legal Autonomy Legal Status: The entity must be incorporated or registered under relevant national legislation, e.g., as a limited liability company, statutory authority, or other recognized legal form. Governance: The entity must possess a governing board or management structure with clearly defined authority, roles, and responsibilities. Compliance: It must operate in full compliance with all applicable laws, including but not limited to corporate, labor, tax, procurement, and environmental laws. Contractual Capacity: The entity must have the authority to enter into legally binding agreements, subject to internal governance approval mechanisms. |

Financial Autonomy

The entity must demonstrate financial independence and accountability, including the following components:

Separate Financial Accounts:

The entity must maintain independent financial records and bank accounts, separate from any parent organization or government body

List of Board of Directors.

Form FIN – 3.1

Financial Situation and Performance

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

1. Financial data

| Type of Financial information in (currency) | Historic information for previous (amount in foreign currency, currency, exchange rate, TZS equivalent) Figures in millions '000,000' | |
|---|---|----------------|
| | Convert your currency into TZS local currency at the exchange rate | |
| | Year 1 2022 | Year 2 2023 |
| Statement of Financial Position (Information from Balance Sheet) | | |
| Total Assets (TA) | | |
| Total Liabilities (TL) | | |
| Total Equity/Net Worth (NW) | | |
| Current Assets (CA) | | |
| Current Liabilities (CL) | | |
| Working Capital (WC) | | |
| Information from Income Statement | | |
| Total Revenue (TR) | | |
| Profits Before Taxes (PBT) | | |
| Cash Flow Information | | |
| Cash Flow from Operating Activities | | |

Ratio Analysis

| | | |
|------------------------------|--|--|
| Current Ratio (CA/CL) | | |
| Debt to Equity Ratio (TL/NW) | | |

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for *[2022 & 2023]* years pursuant Section IV, Qualifications and Evaluation Criteria, The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements for the *[2022 & 2023]* years required above; and complying with the requirements

Form FIN - 3.2

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

| Annual turnover data | | | |
|----------------------|--------------------|------------------------------|----------------|
| Year | Amount Currency | Exchange rate | TZS equivalent |
| 2022 | | | |
| 2023 | | | |
| | | Average Annual Turnover * | |

* Total TZS equivalent for all years divided by the total number of years.

Form FIN-3.3
Current Contract Commitments / Contracts in Progress Form

| |
|--|
| 1. Name of Contract(s) |
| 2. Purchaser Contact Information <i>[insert address, telephone, fax, e-mail address]</i> |
| 3. Value of outstanding contracts <i>[current TZS equivalent]</i> |
| 4. Estimated delivery date |
| 5. Average monthly invoices over the last six months (TZS/mon.) |

Form- EXP-1Experience

Amount in ‘000,000’

| Two Contracts over [TZS 30,000,000] during the last 5 years per contract | | | | |
|--|-------|------|-------------------------|-----------------------|
| Purchaser | Value | Year | Goods/Services Supplied | Region of Destination |
| | | | | |
| | | | | |
| | | | | |

Requirement

- (Provide Three projects implemented within five years for procurement and installment of Pulping machine
- At least one of the machines must be related with Penagos brand.

Support document

Each contract or LPO add the following specific procurement documentation required and other support documents as listed below

1. One reference letter given by client (purchaser)
2. Copy of Manufacturer’s warranty certificate (Warranty period: (Six months or more)
3. Technician (1) CV and certificate
4. For each contract attach contract or LPO with transaction support evidence being Invoice, EFD, delivery note and bank statement.

Form- PER 1

Your Name / Company Name]

[Address],[City, State, ZIP Code],[Phone Number]

[Email Address]

Date: [Insert Date]

To [PE Name],

I, [Your Full Name], hereby declare, to the best of my knowledge and belief, the status of any pending or ongoing litigation involving myself and/or my business, as of the date above.

Litigation Case Title: [Name of Case or “N/A” if none]

Jurisdiction/Court: [Court Name or “N/A”]

Case Number: [Insert Number or “N/A”]

Date Filed: [Insert Date or “N/A”]

Parties Involved: [List All Parties or “N/A”]

Nature of the Litigation: [Brief Summary or “N/A”]

Current Status: [Pending, Settled, Ongoing, etc., or “N/A”]

Potential Liability or Impact: [Monetary estimate, reputational impact, etc., if known]

☐ I confirm that there are no pending or ongoing legal proceedings involving myself or my business as of the date of this declaration.

I certify that the information provided above is true, complete, and accurate to the best of my knowledge. I understand that any false statement may be grounds for legal action or disqualification from current processes.

Sincerely,

[Signature],[Printed Name] [Title/Position, if applicable], [Stamp]

Price Schedule Form

[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated.]

| List | Item | QTY | Unit Price | Total Price (TZS) |
|------|---|-----|------------|-------------------|
| 1 | Procure and deliver in the country Penagos Ecological Coffee Wet Mills Compact Units (UCBES): Capacity: 2,000-2,500 Kg of cherry per hour Demucelager's water consumption: 0.2 liters per kilo of cherry coffee Demucilage electric power: 7.5HP Pulper electric power: 3 HP Engine power: 18 HP Installation minimum area: 9mts2 | 3 | | |

Total price in word

1. List of Related Services and Completion Schedule

| [This table shall be filled in by the PE. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (to acquire, transport, install, testing, training)] | | | | | |
|---|--|----------|----------------|---|----------------------------------|
| Service | Description of Service | Quantity | Physical Unit | Place where Services shall be performed | Final Completion time (Duration) |
| <i>Supply of Pulping Machine</i> | <i>Deliver, install and train board members on the functioning of pulping machines in three AMCOS (Itumpi Mix, Mbilidno and Masangula AMCOS)</i> | <i>3</i> | <i>Machine</i> | <i>Mbozi district, Songwe Region</i> | <i>2 Months</i> |
| | | | | | |

11. Tender Securing Declaration

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

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

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

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

To: *[insert complete name of PE]*

We, the undersigned, declare that:

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

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

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

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (60) days after the expiration of our Tender.

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

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

Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

3. Undertaking by Tenderer on Anti – Bribery Policy / Code of Conduct and Compliance Programme

Each Tenderer must submit a statement, as part of the tender documents, in either of the two given formats which 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.

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013)

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

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached².

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

²Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

SECTION VI: ELIGIBLE COUNTRIES

Tender No.:*[insert Tender Number and Particulars]*

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

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

PART 2 – PROCURING ENTITY’S REQUIREMENTS

SECTION VII: SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering documents by the PE, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the *Schedule of Requirements* is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the *Price Schedule*, for which a form is provided in Section V. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT39.

The date or period for delivery should be carefully specified, taking into account time may be taken for (a) placing the order, import, clearance at the port of destination (Dares Salaam) and inland transportation (b) assembly, installation and testing.

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

- (i) Time may be taken at the manufacture
- (ii) Time at the port of shipment
- (iii) Time in transit (ocean)
- (iv) Time for clearance at the port of destination and any applicable permits
- (v) Time for Inland transportation
- (vi) Assembly time
- (vii) Installation
- (viii) Testing
- (ix) Defect adjustment
- (x) Confirmation

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

1. List of Goods and Related Services

Tender No.: _____

| Item number | Brief Description of Goods and Related Services | Quantity | Unit of Measure |
|-------------|--|----------|-----------------|
| 1 | Penagos Ecological Coffee Wet Mills Compact Units (UCBES): Capacity: 2,000-2,500 Kg of cherry per hour Demucelager's water consumption: 0.2 liters per kilo of cherry coffee Demucilage electric power: 7.5HP Pulper electric power: 3 HP Engine power: 18 HP Installation minimum area: 9mts2 | <u>3</u> | <u>Pcs</u> |
| | | | |



PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

8.1 Definitions

8.1.1 In this Contract, the following terms shall be interpreted as indicated: -1. “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

8.1.2 “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

8.1.8 “The Goods” means all of the agriculture items, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

8.1.4 “The Procuring entity” means the organization purchasing the Goods under this Contract.

8.1.5 “The Tenderer” means the individual or firm supplying the Goods under this Contract.

8.2 Application

8.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of Agriculture inputs.

8.8 Country of Origin

8.8.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

8.8.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

8.4 Standards

8.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

8.5 Inspection and Tests

8.5.1 The Procuring entity or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

8.5.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at the point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

8.5.8 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject goods, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity. The replacement will be executed as soon as possible, at least within seven (7) calendar days from the notification of non- conformity.

8.5.4 The Procuring entity’s right to inspect, test, and where necessary, reject the goods after the goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the equipment delivery.

8.6 Packing

8.6.1 The tenderer shall provide such packing that must be dully labeled and numbered of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the LPO.

8.6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the LPO.

8.7 Delivery and Documents

8.7.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

8.8 Insurance

8.8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of the contract.

8.9 Payment

8.9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

8.9.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

8.10 Prices

8.10.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

8.10.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

8.11 Termination for default

8.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part.

8.11.2 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

8.11.8 If the tenderer fails to perform any other obligation(s) under the Contract.

8.11.4 If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

8.12 Liquidated Damages

8.12.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the LPO, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this, the tenderer may consider termination of the contract.

8.18 Resolution of Disputes

8.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

8.18.2 If, after thirty (80) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national arbitration.

8.14 Language and Law

8.14.1 The language of the contract and the law governing the contract shall be English language and the Laws of Tanzania respectively unless otherwise stated.

8.15 Force Majeure

8.15.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers***

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---|-------------------|--|
| 1. | Appointing Authority for the Arbitrator | 1.1(b) | The appointing authority for the Arbitrator is <i>[Name and address]</i> |
| 2. | Commencement Date | 1.1(d) | The Commencement Date is: <i>[insert date]</i> |
| 3. | Intended Delivery Date | 1.1(n) | The Intended Delivery Date is: <i>[insert date]</i> |
| 4. | Name of Purchaser | 1.1(k & p) | The Purchaser is: <i>[Name and address]</i> |
| 5. | Name of Supplier | 1.1(q) | The Supplier is: <i>[Name and address]</i> |
| 6. | Project Name | 1.1(r) | The Project name is: <i>[insert name]</i> |
| 7. | End User | 1.1(u) | The End User is <i>[Insert name and address]</i> |
| 8. | Conditions Precedent | 3.1 | Conditions precedent to Contract effectiveness shall be <i>[list down if any otherwise state not applicable]</i> |
| 9. | Date for meeting Condition precedent | 3.2 | Date for meeting Condition precedent <i>[insert date]</i> |
| 10. | Governing Language | 4.1 | The Governing Language shall be: |
| 11. | Applicable Law | 5.1 | The Applicable Law shall be: Laws of the |
| 12. | Performance Security/Performance Securing Declaration | 10.1 | <p><i>(Performance Security/ Performance Securing Declaration)</i> is applicable.</p> <p>In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i></p> <p>The amount of Performance Security shall be. <i>[insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price]</i></p> |
| 13. | Reduction of Amount of Performance Security | 10.3 | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2 |
| 14. | Required Inspections and Tests | 11.1 | <p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's</p> |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---------------------------------|-------------------|---|
| | | | own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract. |
| 15. | Packing of Goods | 12.2 | <p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p> |
| 16. | Incoterms | 13.2 | NA |
| 17. | | | |
| 18. | Spare Parts | 17.1 | <p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly within six (6) months of warranty period</p> |
| 19. | Period of Correction of Defects | 18.4 & 18.5 | The period for correction of defects in the warranty period is: |
| 20. | Payment of Goods from Abroad | 19.1 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 13.1.</p> <p>(iii) On Acceptance:percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the</p> |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|--|-------------------|---|
| | | | Goods have been delivered and that all other contracted Services have been performed. |
| 21. | Payment of Goods from Within Tanzania | 19.1 | <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> <ul style="list-style-type: none"> (i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Delivery:percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 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 Purchaser. |
| 22. | Interest on Late Payment | 19.3 | Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert: rate]</i> . |
| 23. | Currencies of Payment | 19.4 & 19.5 | Currency(ies) of Payment shall be ----- |
| 24. | Price Adjustment | 20.2 & 20.3 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i> |
| 25. | Liquidated Damages | 26.1 | <p>Applicable rate: <i>[insert rate]</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p>Note: <i>0.1 to 0.2 per cent per day of undelivered materials/good's value.</i></p> |
| 26. | Arbitration Institution and Place for Carrying out Arbitration | 31.3 | <p>Arbitration institution shall be <i>[insert: institution]</i></p> <p>Place for carrying out Arbitration <i>[insert: full address of the place/location]</i></p> |
| 27. | Addresses for Issuing Notices | 33.1 | —Purchaser's address for notice purposes: |

| Ser. No | Information/Data Required | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---------|---------------------------|-------------------|---|
| | | | —Supplier’s address for notice purposes: |