THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
MEDICAL STORES DEPARTMENT

REQUEST FOR TENDER

FOR

SUPPLY OF HEALTH SECTOR GOODS UNDER FRAMEWORK AGREEMENT

TENDER NO.: FA/2024/2025/137/TR177/G/106

FOR

Supply of Microbiology Items from Manufacturers under Framework Agreement

24/01/2025

LIST OF ABBREVIATIONS

AO	Accounting Officer
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
NeST	National e-Procurement System of Tanzania
OAG	Office of the Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet

SECTION I: INVITATION FOR TENDERS

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
MEDICAL STORES DEPARTMENT

Tender No. FA/2024/2025/137/TR177/G/106

FOR

Supply of Microbiology Items from Manufacturers under Framework Agreement

24/01/2025

1. The Government of Tanzania has set aside funds for the operation of the MEDICAL STORES DEPARTMENT during the financial year2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Supply of Microbiology Items from Manufacturers under Framework Agreement.

2. The MEDICAL STORES DEPARTMENT now invites tenders from eligible all eligible tenderers for Supply of Microbiology Items from Manufacturers under Framework Agreement.

3. Tendering will be conducted through the Restricted International Competitive Tendering method specified in the Public Procurement Act, Cap 410 and is open to specified in paragraph 3 of this IFT.

4. A complete set of tendering document(s) in English may be accessed through NeST.

5. Tenderers are required to register on the National electronic Procurement System of Tanzania (NeST) and pay tender participation fee as indicated in the NeST to be able to participate in this tendering process.

6. All tenders must be accompanied by a Tender Securing Declaration in the form provided in the tendering document.

7. All tenders must be appropriately filled in and submitted through NeST at or before 03/02/2025 and 2:00 PM. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.

8.Tenders not received through NeST shall not be accepted for evaluation irrespective of the circumstances.

9. The successful supplier with a Framework agreement will be issued a Call-off Contract through a process defined in the Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on PE to procure goods under a Call-off Contract.

10. The Framework Agreements shall be concluded for a term of 1095 days. PE may invite new bidders anytime when the need arises.

Director General

P.O.BOX 9081, DAR ES SALAAM

SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

SN	ITT	ITT Clause	ITT Clause Description
1.	Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE), as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods specified in the **TDS** which may include pharmaceuticals, medical equipment and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements as specified in Section VII- Schedule of Requirements under a Framework Agreement arrangement. The successful Tenderer will be expected to supply the goods within the period stated in the **TDS** from the start date specified in the **TDS**. The Contract duration shall be as specified in the **TDS**.
		1.2	Tendering will be conducted through the method of procurement indicated in **TDS** and is open to all Tenderers who meet the eligibility criteria stated in Instructions to Tender (ITT) 3 [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).
2.	Source of Funds	2.1	The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the **TDS** during the Financial Year indicated in the **TDS**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of related goods and or services as described in the **TDS**. Or The Government of the United Republic of Tanzania through the Procuring Entity named in the **TDS** has received/has applied for/intends to apply for a [loan/credit/grant] from the financing institution named in the **TDS** towards the cost of the project described in the **TDS,** and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the **TDS**.
		2.2	Payments will be made directly by the Procuring Entity (or by financing institution specified in the **TDS** upon request of the Procuring Entity to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
3.	Eligible Tenderers	3.1	The Invitation for tenders (IFT) is open to all tenderers except where specified in the TDS. A Tenderer may be natural persons, companies or firms, or public or semi- public agencies of Tanzania and foreign countries, subject to ITT 3.5 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred as JVCA).
		3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member as specified in the **TDS**, who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the **TDS**, there is no limit on the number of members in a JVCA.
		3.3	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE
		3.4	Any agreement that forms a JVCA shall be required to be submitted as part of the tender and shall be attested.
		3.5	Any Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
		3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign

			Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Supplier in Tanzania before signing the contract.
		3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of it's affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Tenders; or b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this tender; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one tender in this tendering process, However, this does not limit the participation of subcontractors in more than one tender, or as Tenderers and subcontractors simultaneously; or g) participated as a consultant in the preparation of the design or technical specifications of the supplies and services and related services that are the subject of the tender.
		3.8	A tenderer may be ineligible if: (a) the tenderer is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favour of the tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against the tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct; (e) the tenderer is debarred in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals; and (f) the tenderer is from ineligible country as specified in Section VI of the tendering document.
		3.9	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
		3.11	Tenderer shall provide such evidence of their continued eligibility

			satisfactory to the PE, as the PE shall reasonably request.
		3.12	Tenderers shall submit proposals to relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent (10%) of the tender price is envisaged.
4.	Eligible Goods and Related Services	4.1	All goods and Related Services to be supplied under the Contract shall have their country of origin in eligible source countries in accordance with the Public Procurement Regulations, 2013. For purposes of this Tender, ineligible countries are stated in the **TDS**.
		4.2	For the purposes of this Clause, the term "goods" includes Health commodities, raw materials, machinery, equipment and Biomedical plants, and "related services" includes services such as insurance, installation, training and initial Maintenance.
		4.3	The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells goods and related services shall not determine their origin.
		4.5	To establish the eligibility of the goods and Related Services, Tenderers shall fill the country of origin declarations in the Price Schedule included in the Forms of Tender.
		4.6	If so required in the **TDS**, the Tenderer shall demonstrate that it has been duly authorized by the Manufacturer of the goods to supply, in the United Republic of Tanzania, the Supplies indicated in its Tender.
5.	One Tender per Tenderer	5.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
		5.2	No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same Tendering process.
		5.3	A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the Tenderer has participated to be disqualified.
		5.5	If it is so specified in **TDS** Tenderers are invited to tender their prices for one or more items. The Framework Agreements (FWA) may be concluded with more than one tenderer for one item/lot/package. Incase FWA is concluded with multiple awards, the first ranked lowest evaluated bidder will be considered first for each call off order issued, and when the first ranked lowest evaluated bidder fails to comply with the agreed delivery schedule, the purchaser reserves the right to issue call off order to the next ranked bidder consecutively.
6.	Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.

B. Tender Documents

7.	Content of Tendering Documents	7.1	The goods required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendment of Tendering Documents] include: **PART 1: TENDERING PROCEDURES** Section II - Instructions to Tenderers (ITT). Section III - Tender Data Sheet (TDS). Section IV– Qualification and Evaluation Criteria. Section V - Tendering Forms. Section VI - Eligible Countries. **PART 2: PROCURING ENTITY'S REQUIREMENTS** Section VII – Schedule of Requirements **PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS** Section VIII - General Conditions of Contract (GCC). Section IX - Special Conditions of Contract (SCC). Section X - Contract Forms.
		7.2	The "Invitation for Tenders" (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.
		7.3	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from NeST.
		7.4	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8.	Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.
		8.2	The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.
		8.3	Should the PE deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].
		8.4	PE's response shall include a description of the inquiry without identifying its source.
9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing addenda.
		9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers.
		9.3	In order to allow prospective Tenderers reasonable time to take into-account an addendum in preparing their tenders, the PE at its discretion may extend the deadline for submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

C. Preparation of Tender

10.	Language of Tender	10.1	The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the PE, shall be written in the language specified in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.
11.	Documents and Sample (s) Constituting the Tender	11.1	The Tender prepared by the Tenderer shall constitute the following components: a) Form of Tender and a Price Schedule completed per ITT 14 [Form of Tender], ITT 16 [Tender Prices and Discounts], and ITT 17 [Tender Currencies]; b) Sample(s) as requested in the **TDS**; c) Documentary evidence established by ITT 13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted; d) Documentary evidence established by ITT 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods to the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods. In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Tenderer: is incorporated in the country of manufacture of the Good, then:(i) has been licensed by the regulatory authority in the country of manufacture to supply the Goods. (ii) has manufactured and marketed the specific Goods covered by this tendering document, for at least two (2) years, and for similar Goods for at least five (5) years. (iii) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards during the past two years before Tender submission. (ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce: Likewise if tenderer (ii) has been duly authorized by a manufacturer of the Goods that meets the criteria under to supply the Goods in the Purchaser's Country; shall also submit the following additional information: (a). copies of its audited financial statements for the past three fiscal years. (c). List of major supply contracts conducted within the last five years; e) Documentary evidence established by ITT12 [Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents; f) Tender security or Tender securing declaration furnished by ITT19 [Tender Security or Tender Securing Declaration]; g) Duly Notarized Power of Attorney (in the format provided in Section V– Tendering Forms) authorizing the

			signatory of the Tender to commit the Tenderer, by ITT20.2 [Format and Signing of Tenders] except for Sole Proprietor; and h) Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they can supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce health commodities but not limited to Pharmaceuticals, medical equipment, and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements in their appropriate dosage forms or models, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Tenderer shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered. (i) Any other document, other than the documents under ITT11.1 (a) – (h) above, is required to be completed and submitted by Tenderers, as specified in the **TDS**.
		11.2	Where a sample(s) is required by a PE, the sample shall be: (a) Physically submitted as part of the tender, in the quantities, sizes, and other details requested in the IFT; (b) carriage paid. (c) received on, or before, the closing time and date for the submission of tenders and at the address shown in the **TDS**; and (d) Evaluated to determine compliance with all characteristics listed in the **TDS**.
		11.3	The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents and are not submitted within a specified time; and shall retain the sample(s) of the successful tenderer.
		11.4	Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.
		11.5	Samples made up from materials supplied by a PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.6	All samples produced from materials belonging to an unsuccessful tenderer that are not claimed by the tenderer within thirty (30) days from the date of award of the contract shall be the property of the PE and shall dispose them in such a manner as may be directed by the Accounting Officer.
12.	Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents	12.1	Under ITT 11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the eligibility of the Health Sector Goods and Related Services to be supplied under the Contract.
		12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

		12.3	The documentary evidence of conformity of the goods and related services to the Tendering Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the goods and related Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement-specific documentation requirement as stated in the **TDS**.
		12.4	Unless the **TDS** stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its Goods by the time of Tendering should submit a copy of the Registration Certificates, with its Tender. Application for Registration of goods shall not be considered as Evidence establishing to the PE‟s as evidence of registration of goods. Registration requirements for local and foreign suppliers shall be specified in **TDS**.
		12.5	For purposes of the commentary to be furnished under ITT 12.3(b) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalog numbers in its Tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.6	The required documents and other accompanying documents must be in the language of the tender specified in ITT 10 [Language of Tender]. In case any other language than the language of tender is used, the pertinent translation into that language of tender shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Under ITT 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 4.
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction: a. that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, i. that the Tenderer has been duly authorized by a manufacturer of the Goods that meets the criteria under (a) above to supply the goods in the Purchaser's Country; and The Tenderer shall also submit the following additional information: a. copies of its audited financial statements for the past

			three fiscal years; b. list of major supply contracts conducted within the last five years. c. The Tenderer meets each of the qualification criteria specified in Section IV [Qualification and Evaluation Criteria]
		13.4	Tenderers can get information on national standards and the registration process from Regulators at the address specified in the TDS
14.	Form of Tender and Price Schedules	14.1	The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3 [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested.
15.	Tender Prices and Discounts	15.1	The prices and discounts quoted by the Tenderer in the Form of Tender and the Price Schedules shall conform to the requirements specified below.
		15.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.
		15.3	The price to be quoted in the Form of Tender, by ITT 14.1 shall be the total price of the tender, based on the estimated quantities specified, including any discounts offered.
		15.4	The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Form of Tender, by ITT 15.8
		15.5	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the **TDS**.
		15.6	Prices quoted on the Price Schedule for goods and Related Services, shall be disaggregated, when appropriate as indicated in this ITT. This dis-aggregation shall be solely to facilitate the comparison of tender by the PE. This shall not in any way limit the PE's right to contract on any of the terms offered: In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, by Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country by Section VI, Eligible Countries. Prices shall be entered in the following manner: a) for Goods manufactured in the United Republic of Tanzania: i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

			ii) any sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **TDS**. b) for Goods manufactured outside the United Republic of Tanzania, to be imported: i) the price of the Goods, under quoted Incoterm named place of destination, in the Purchaser's Country, as specified in the **TDS**; and ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**; c) for Goods manufactured outside the United Republic of Tanzania, already imported: i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and customs duties and other import taxes already paid or to be paid on the Goods already imported; ii) the customs duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; iii) the price of the Goods, obtained as the difference between (i) and (ii) above; iv) any sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**. d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).
		15.7	Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in the **TDS**. A tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, under ITT 28. However, if by the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		15.8	If so indicated in **TDS**, tenders are being invited for individual items, lots, or for any combination of contract packages. Unless otherwise specified in the **TDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their tender the price reductions applicable to each package, or to individual Contracts within the package. Price reductions or discounts shall be submitted by ITT 15.4, provided the tenders for each item or lot are submitted and opened at the same time.
		15.9	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the

			budget indicated in the **TDS**. Any Tenderer whose Tender Price exceeds the provided budget shall be rejected.
16.	Tender Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **TDS**. b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the Bank of Tanzania (BOT) prevailing on the tender publication date.
		16.3	Unless otherwise specified in the **TDS**, local transportation, insurance, and other services incidental to delivery of the goods covered under ITT 16.1 and installation services covered under ITT 16.3 shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and by the provisions of ITT 16.1 (a) and (b) above.
		16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum and the Special Conditions of Contract are reasonable and responsive to ITT 16.1.
17.	Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the date of the tender submission deadline prescribed by the PE under ITT 22. A tender valid for a shorter period shall be rejected by the PE as non-responsive.
		17.2	In exceptional circumstances, before expiry of the original Tender validity period, the PE may request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderer's responses shall be made through NeST.
		17.3	The Tender Security provided under ITT 19 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
		17.4	A Tenderer agreeing to the request will not be required or permitted to modify its Tender but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 19 [Tender Security or Tender Securing Declaration]in all respects.
		17.5	In the case of fixed-price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
18.	Tender Security or Tender Securing Declaration	18.1	Under ITT 11, unless otherwise specified in the **TDS**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **TDS** or Tender Securing Declaration as specified in the TDS in the format specified in Section V

		18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, under ITT 18.9.
		18.3	The Tender Security shall be denominated in the currency of the tender or another freely convertible currency, and shall be in one of the following forms: a) 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 Tendering Documents or another form acceptable to the PE and valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for tender validity is extended. In either case, the form must include the complete name of the Tenderer; b) a cashier's or certified cheque; or c) another security if indicated in the **TDS.**
		18.4	The Tender Security or Tender Securing Declaration of a Joint Venture must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of tendering, the Tender Security or Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.
		18.5	The Tender Security or Tender Securing Declaration shall be by the Form of the Tender Security or Tender Securing Declaration included in Section VIII or another form approved by the PE before the tender submission.
		18.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration by ITTs 18.1 or 18.3 shall be rejected by the PE as non-responsive, under ITT 29.
		18.7	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender Validity prescribed by the PE under ITT 18.
		18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, under ITT 41, and furnishing the performance security, under ITT 42.
		18.9	The Tender Security may be forfeited or the Tender Securing Declaration executed: a) If a Tenderer i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2; or ii) does not accept the correction of errors under ITT 30.3; or b) In the case of a successful Tenderer, if the Tenderer fails: i) to sign the contract by ITT 41; or ii) to furnish performance security by ITT 42.
		18.10	A Tenderer shall be suspended from being eligible for tendering in any contract with the PE for the period indicated in the Tender Security or Tender Securing Declaration: (a) if the Tenderer withdraws its bid, except as provided in ITT 17.2 and 30.2; or (b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: (i) sign the contract, or (ii) furnish the required performance security
		18.11	The failure of a Tenderer to abide by the terms of the

			Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public procurement during the period of debarment.
19.	Alternative Tenders by Tenderers	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered unless specifically allowed for in the **TDS**. If so allowed, ITT 19.2 shall prevail.
		19.2	When an alternative schedule for the delivery of goods is explicitly invited, a statement of that effect will be included in the **TDS** as will the method for evaluating the different schedules for delivery of goods.
		19.3	If so allowed in the **TDS**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including specifications, breakdown of prices, and other relevant details.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		20.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the names and position of each signatory in accordance with the requirements of the NeST. The authorization document(s) shall be a duly notarized power of attorney in the format provided in section V; Tendering forms.
		20.3	The Tenderer shall furnish information as described in the Form of Tenderer on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

21.	Submission of Tenders	21.1	All tenders shall be submitted through the National Electronic Procurement System of Tanzania (NeST) Tenders submitted through NeST shall be considered to be a true and legal version, duly authorized and duly executed by the tenderer, and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
		21.2	The tender shall bear e-signature or digital signatures, where applicable for identity and authentication purposes and the identity of the tenderer may be verified with a follow-up due diligence process.
		21.3	Tenders submitted through NeST shall be received in full prior to the closing time and the tenderers shall receive an acknowledgment of receipt of their tenders or amendment through the system.
		21.4	The authenticity of their submission; and in the case of electronic records entered online and files containing the tender being Unreadable for any reason, the tender submitted shall not be considered.
		21.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the **TDS** not later than the deadline for submission of tenders.
22.	Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST in a manner specified under ITT 21.2 and ITT 21.5 [Submission of Tenders] no later than the date and time specified in the **TDS** and NeST.
		22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23.	Late Tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24.	Modification, Substitution or Withdrawal of Tenders	24.1	A Tenderer may modify substitute or withdraw its Tender after it has been submitted to the PE through NeST, provided that such modification substitution, or withdrawal is made prior to the deadline for submission of Tenders prescribed in ITT22.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
		24.2	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval may result in the Tenderer's forfeiture of its Tender Security, or execution of Tender Securing Declaration pursuant to the ITT 18.10.

E: Opening and Evaluation Of Tenders

25.	Opening of Tenders	25.1	The Tenders shall be opened automatically by the system after the deadline date and time. Readout prices shall be displayed automatically in the NeST portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.
		25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26.	Confidentiality	26.1	Information relating to the examination, evaluation, comparison, Tenders, and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
		26.2	Any effort by a Tenderer to influence the PE processing of tenders or award decisions may result in the rejection of its Tender.
		26.3	Notwithstanding ITT 26.2, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the PE on any matter related to the tendering process, it should do so in writing or in electronic forms that provides a record of the content of the communication.
27.	Clarification of Tenders	27.1	To assist in the examination, evaluation, and comparison of tenders and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be communicated through NeST and The Tenderer shall; respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise.
		27.3	From the time of tender opening to the time of contract award if any Tenderer wishes to contact the PE on any matter related to the tender it should do so in writing or in electronic forms that provide a record of the content of the communication.
28.	Preliminary Examination of Tenders	28.1	Before the detailed evaluation of tenders, the PE will determine whether each tender (a) meets the eligibility criteria defined in ITT 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a tenderer's responsiveness will be based on the contents of the tender itself.
		28.2	A substantially responsive tender conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that: a) affects in any substantial way the scope, quality, or delivery of related goods and or services; b) limits in any substantial way, inconsistent with the Tendering documents, the PE's rights, or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders. For this section, the following definitions apply **"Deviation"** is a departure from the requirements specified in

			the Tendering Document; **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and **"Omission"** is the failure to submit part or all of the information or documentation required in the Tendering Document.
		28.3	The PE will confirm that the documents and information specified under ITT 11, 12, and 13 have been provided in the Tender. If any of these documents or information is missing or is not provided by the Instructions to Tenderers, the Tender shall be rejected.
		28.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
		28.5	Provided that a tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
		28.6	Provided that a tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component
		28.7	If a Tender is not substantially responsive, it will be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
		28.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: a) failure to sign the Form of Tender and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender that limit the tenderer's responsibility to accept an award h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or manner than that permitted; k) Failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
		28.9	All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender including the

			following: a) failure to tender for the required scope of tender as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical, or service factors.
29.	Examination of Terms and Conditions; Technical Evaluation	29.1	The PE shall examine the tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The PE shall evaluate the technical aspects of the Tender submitted by ITT 12 and ITT 13, to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Section VII – Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the PE determines that the Tender is not substantially responsive by ITT 28, it shall reject the Tender.
30.	Correction of Errors	30.1	Tenders determined to be substantially responsive will be checked by the PE for any arithmetic errors. Errors will be corrected 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 PE, 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 words, the amount in words will govern unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
		30.2	The amount stated in the tender will, be adjusted by the PE by the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing declaration may be executed by ITT 18.10.
		30.3	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, determination as to whether the tender is within the budget shall be made during arithmetic correction. Any tender, whose corrected tender price exceeds the available budget

			shall be rejected
31.	Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the PE will convert all tender prices expressed in the various currencies in which they are payable to either: a) in 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. or b) in 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.
		31.2	The currency selected for converting tender prices to a common base for evaluation, as provided by the Bank of Tanzania (BOT) prevailing on the date of tender opening**.**
32.	Commercial Evaluation of Tenders	32.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, under ITT 29[Preliminary Examination of Tenders].
		32.2	To evaluate a Tender, the PE shall consider the following: a) Evaluation will be done for Items or Lots (contracts), as specified in the **TDS**; and the Tender Price as quoted by clause 14 [Form of Tender and Price Schedules]; b) price adjustment for correction of arithmetic errors by ITT 29 [Correction of arithmetic Errors]; c) price adjustment due to discounts offered by ITT 16.4 [Tender Prices and Discounts]; d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency by ITT 30 [Conversion to Single Currency]; e) price adjustment due to quantifiable non-material non-conformities by ITT 28.5 and 28.6[Preliminary Examination of Tenders] f) The additional evaluation factors are specified in Section IV [Qualification and Evaluation Criteria].
		32.3	The estimated effect of the price adjustment provisions of the Conditions of Contract applied throughout the execution of the Contract, shall not be taken into account in tender evaluation
		32.4	If these Tendering Documents allow Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section IV [Qualification and Evaluation Criteria]
		32.5	The PE‟s evaluation of a Tender will exclude and not take into account: a) In the case of goods manufactured in the United Republic of Tanzania or goods of foreign original ready located in the United Republic of Tanzania, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; b) In the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes will be payable on the goods if the contract is awarded to the Tenderer; and

			c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		32.6	The PE‟s evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted by ITT16 [Tender Prices and Discounts]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in the **TDS** from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 32.2 (f).
		32.7	The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.
33.	National Preference	33.1	If the **TDS** so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
		33.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].
34.	Determination of the Lowest Evaluated Bid	34.1	The Tender with the lowest evaluated price from among those that are eligible, compliant, and substantially responsive shall be the lowest evaluated Tender.
		34.2	In determining the lowered evaluated tenderer, the PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 [Documents and Samples Constituting the Tender] as applicable and Section IV, Qualification and Evaluation Criteria.
		34.3	The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, under ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer]. The determination shall not take into consideration the qualifications of other firms such as the Tenderer’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Tenderer
		34.4	An affirmative determination shall be a prerequisite for the award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the PE shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer’s qualifications to perform satisfactorily
		34.5	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided

			budget, it shall be rejected.
		34.6	Where the tender price of the lowest evaluated tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the Evaluation. The following process shall apply: (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low about the subject matter of the procurement (scope of works or services) and raises concerns with the PE as to the ability of the tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender the PE shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormal (c) The decision of the PE to reject a tender and the reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned; (d) The PE shall incur liability solely by rejecting abnormally low tender; and An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.
35.	Post-qualification of Tenderer	35.1	If pre-qualification was not undertaken, post-qualification shall be performed. After determining the lowest-evaluated tender, the PE shall carry out the post-qualification of the Tenderer using only the requirements specified in the **TDS**.
		35.2	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, by the criteria listed in ITT 13.3.
		35.3	The determination will evaluate the Tenderer's financial, technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under ITT 13, as well as other information the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.4	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining an award of a contract.
		35.5	In the case of a foreign company, a PE shall seek independent reference of the legal existence of a tenderer from Tanzania diplomatic missions abroad or any other reliable source.
		35.6	An affirmative post-qualification determination will be a prerequisite for the award of the contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next-lowest evaluated Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

36.	Criteria of Award	36.1	Subject to ITT 35 and 37, the PE will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to (a) have supplies that are eligible pursuant to ITT 3 and (b) be eligible in accordance with the provisions of ITT 4, and (c) is determined to be qualified to perform the Contract satisfactorily (d) successful negotiations have been concluded, if any.
		36.2	If pursuant to ITT 13.4, this Contract is being let on a slice and package" basis, the lowest evaluated tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for the award of more than one Contract.
37.	Negotiations	37.1	Negotiations may be undertaken with the lowest evaluated tender relating to the following areas: (a) a minor alteration to the technical details of the specifications; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the Special Conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) clarifying details that were not apparent or could not be finalized at the time of tendering; or (g) reduction of Tender Price to match the available PEs` Estimate and commensurate with the market prices provided such reduction shall not make the tender abnormally low in accordance with ITT35.2 [Post qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.
		37.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	PE's Right to Accept Any Tender and to Reject Any or All Tenders	38.1	Notwithstanding award criteria ITT 36, PE reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the PE's action.
		38.2	Notice of the rejection of all tenders shall be given promptly to all suppliers that have submitted tenders through NeST.
		38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
39.	PE's Right to Vary Quantities at the Time of	39.1	The PE reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **TDS,** the quantity of goods and services beyond that originally

	Award		specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
40.	Notification of Award	40.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through NeST to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by Letter of Acceptance in the format provided in Section IX [Contract Forms - Letter of Acceptance] through NeST, of the award by the PE prior to expiration of the Tender validity period.
		40.3	The notification of award will be part of the document forming the Contract, subject to the Tenderer furnishing the Performance Securing Declaration or Performance Security in accordance with ITT 42 [Performance Security/Performance Securing Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
41	Signing of Contract	41.1	Promptly after notification, PE shall send the successful Tenderer the Form of Contract and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
		41.2	Within fourteen **(**14) days of receipt of the Form of Contract, the successful Tenderer shall sign and date the Contract and return it to the PE.
		41.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 18.9 [Tender Security or Tender Securing Declaration].
42.	Performance Security/ Performance Securing Declaration	42.1	Within fourteen (14) working days after signing of the Call-off order, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security as specified in the **TDS**. Performance security shall be in the amount and in the form stipulated in the **TDS** and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		42.2	If the Performance Security is provided by the successful Tenderer, it shall be in any of the following forms: (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania
		42.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms: Performance Securing Declaration]
		42.4	Failure of the successful Tenderer to comply with the

			requirements of ITT 42.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer.
43.	Advance Payment	43.1	The PE will provide an Advance Payment as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the **TDS**.
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in **Section IX**. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of supplies. These expenses will relate to the purchase of equipment and supplies on the engagement of labour during the first months. beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
44.	Adjudicator	44.1	The PE proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
45.	Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices	45.1	The PE's and Tenderer's are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply: - a) "**corrupt practice**" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; b) "**coercive practice**" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; c) "**collusive practices**" mean impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice; d) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; and e) "***obstructive practice***" means acts intended to

			materially impede access to required information in exercising a duty under this Act.
		45.2	The PE will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent coercive, collusive and obstructive practices in competing for the contract;
		45.3	A Tenderer will be declared by the Public Procurement Regulatory Authority (PPRA) to be ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract.
		45.4	PPRA reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive, collusive and obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
		45.5	Any communications between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

G. Review of Procurement Decisions

46.	Right to Review	46.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
47.	Time Limit on Review	47.1	The Tenderer shall apply for review within seven (7) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48.	Submission of Application for Review	48.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electronically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
		48.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
		48.3	The application for administrative review shall include: a) details of the procurement or disposal requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) Remedies sought; and f) any other information relevant to the complaint.
		48.4	The Accounting Officer (AO) shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.
49.	Decision by the Accounting Officer	49.1	The Accounting Officer shall, within seven (7) working 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;
		49.2	Where the Accounting Officer does not issue a decision within the time specified in 49.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 50.1 within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the head of a PE to entertain the complaint or dispute shall cease.
50.	Review by the Public Procurement Appeals Authority	50.1	Complaints or disputes which- a) are not settled within the specified period under ITT 49.1[above]; b) are not amicably settled by the accounting officer;

			c) arise after the procurement contract has entered into force, shall be referred to the Appeals Authority within five calendar days from the date when the tenderer received the decision of the accounting officer or; d) in case no decision is issued after the expiry of the time stipulated under ITT 49.1 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute;
		50.2	The Appeals Authority shall, within forty-five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.
		50.3	The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.

SECTION III: TENDER DATA SHEET

A. Introduction

TDS Clause Number	Required Information/ Data	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction t Tenderers
1.	Scope of Tender and Tendering Method	1.1	**Name of Procuring Entity:** MEDICAL STORES DEPARTMENT **The subject of procurement is:** Supply of Microbiology Items from M under Framework Agreement
			Period for supplies: 90 days **The commencement date for supply:** 7 days after signing the call-off **Framework Agreement Duration:** 1095 days.
		1.2	**Method of Procurement:** Restricted International Competitive Tenderi
2.	Source of Funds	2.1	**The financial year for the operations of the PE:** 2024/2025 **Name and identification number of the Contract:** FA/2024/2025/137/TR177/G/106 **Name of Project:** Supply of Microbiology Items from Manufacturers u Framework Agreement **Name of financing institution:** MEDICAL STORES DEPARTMENT
		2.2	Payments shall be made directly by MEDICAL STORES DEPARTMENT.
3.	Eligible Tenderers	3.2	Joint Venture, consortium, or association shall be: Not Applicable.
4.	Eligible Supplies and Related Services	4.1	Ineligible countries are Not Applicable
		4.6	Demonstration of authorization by manufacturer GMP Certificate.

B. Preparation of Tenders

5.	Language of Tender	10.1	The Language of all correspondences and documents related to the tender is: English
6.	Documents and Sample (s) Constituting the Tender	11.1 (b), 11.2 (c) & (d) & 21.5	The Sample(s) to be submitted by the Tenderer is not required.
		11.1 (h)	Not Applicable.
7.	Documents Establishing Eligibility of Supplies and Related Services and Conformity to Tendering Documents	12.3 (c)	Other procurement-specific documents required from Tenderers in ITT Clause 12.3(c) are as follows: GMP Certificate.
8.	Registration of Goods and Suppliers in Tanzania	12.4	Registration requirements with relevant Authorities in the United Republic of Tanzania: Requirements for Goods: TMDA Certificate. Requirements for Suppliers: TMDA Certificate.
9.	Address of Regulators responsible for National Standards and Registration		**Director General (DG)** **Tanzania Medicines and Medical Devices Authority (TMDA)** P.O. Box 1253, Dodoma or P.O.Box 77150, Dar es Salaam, Tanzania Telephone: +255 22 2450512 /2450751 / 2452108 Fax: +255 22 2450793 Email Address: info@tmda.go.tz Website: https://www.tmda.go.tz **Director General (DG)** **Tanzania Bureau of Standards(TBS)** P O Box 9524, Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam. Telephone: +255 22 2450206 TollFree Number: 0800110827 Fax: + 255 22 2450959 Email Address: info@tbs.go.tz / Website:https://www.tbs.go.tz/ **Chief Government Chemist** **Government Chemist Laboratory Authority,** Physical Address: 5 Barack Obama drive, Postal Address: P.O. Box 164, Dar es Salaam. Tanzania. Tel: +255 22 2113383/4; Fax:+255 222113320, Email: gcla@gcla.go.tz Website: https://gcla.go.tz/ **The Director General** **Tanzania Atomic Energy Commission (TAEC),** P.O. Box 743, Block J, Plot No. 216, Njiro Arusha, Telephone: +255 272 970050 / 51 / 52 / 53 Mobile: +255 754 361221 (DG) Fax: +255 272 970054 E-mail : dg@taec.go.tz Website:https://www.taec.go.tz
10.	Tender Prices and Discount	15.5	The rules governing the terms are prescribed in Incoterms 2020.
		15.6 (a)(iii)	For goods manufactured in the United Republic of Tanzania, the Tenderer shall quote prices using the following Incoterms: The price quoted shall be of Off-the-shelf in The Tanzanian Shilling. Also, Sales and other taxes payable to be included in the quoted price shall be Not Applicable. Incidental services shall not be Applicable.
		15.6(b) (i), (ii)	For Goods manufactured outside the United Republic of Tanzania (to be imported), the Tenderer shall quote prices using the following Incoterms; i) the price of the goods under the specified Incoterm, with the designated destination in the Purchaser's country, shall be FOB

			and Costs for Port or Place of entry or destination shall be CFR. and ii) the price quoted for inland transportation, insurance,and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) shall not be Applicable.
		15.6 (c) (v)	For Goods manufactured outside the United Republic of Tanzania (already imported), the Tenderer shall quote prices to named place of destination (Project Site) that includes the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site); Incidental Services are not Applicable.
		15.7	The price shall be FIXED.
		15.8	Lot Applicability : Applicable
		15.9	The fixed budget amount is not applicable.
11.	Tender Currencies	16.1 (a) (b) & 16.3	a) For goods and related services originating in the United Republic of Tanzania the currency of the Tender shall be The Tanzanian Shilling b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in The United States dollar.
12.	Tender Validity Period	17.1	The Tender validity period shall be: 120 days.
13.	Tender Security or Tender Securing Declaration	18.1	Tender Securing Declaration
		18.3 (c)	Other forms of security are: Not Applicable.
14.	Alternative Tenders by Tenderers	19.1 & 19.2	Not Applicable.
		19.3	Technical Alternatives are not applicable

C. Submission of Tenders

15.	Deadline for Submission of Tenders	22.1	The tender shall be submitted through NeST not later than 2:00 PM on 03/02/2025.

D. Opening and Evaluation of Tenders

16.	Commercial Evaluation of Tenders	32.2 & 32.6	Evaluation criteria are found in the Section of Qualification and Evaluation Criteria.
17.	National Preference	33.1	Not Applicable
18.	Post-qualification of Tenderer	35.1	NOT_APPLICABLE.

E. Award of Contract

19.	PE's Right to Vary Quantities at the Time of Award	39.1	The percentage for quantity increase or decrease is 0.
20.	Performance Security or Performance Securing Declaration	42.1	Type and Amount of the Performance Security will be determined during the issuance of call off order.
21.	Advance Payment	43.1	
22.	Adjudicator	44.1	The Adjudicator proposed by the Procuring Entity is: Tanzania Institute of Arbitrators (TIArb). The hourly fee for this proposed Adjudicator shall be: 230,000.00. The biographical data of the proposed Adjudicator is as follows: Tanzania Institute of Arbitration (TIArb)- Dar es salaam, Tanzania.

F. Review of Procurement Decisions

23.	Review by the Public Procurement Appeals Authority	49.2	**The address for Appeals to PPAA:** The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Jakaya Kikwete rd Mkandarasi Place ,4th Floor P.O.BOX 1385, Dodoma **TANZANIA** Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz.

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

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

Litigation History Start Year	2022-07-01
Litigation History End Year	2024-12-31

2. Standard Tender Forms

Tender Validity Period (SCORE: N/A)
Bidders are required to confirm the bid validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120

Notarized Special Power of Attorney (SCORE: N/A)
Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

3. Financial Situation and Performance

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

Financial Statement Start Date	2022-07-01
Financial Statement End Date	2024-07-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

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

Average Annual Turnover Amount in TZS or any other freely convertible currency	200000000
Turnover Start Date	2022-07-01
Turnover End Date	2024-12-31

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

Average fund amount from all sources (any freely convertible currency proposed by bidder)	500000000

Technical Evaluation

1. Experience

Specific Experience (SCORE: N/A)
Tenderer is required to provide details of their previous and on going contracts to evidence their specific experience in provision of services required by the procuring entity.

Specific Experience	Supply of Diagnostics items
Specific Experience Start Year	2022-07-01
Specific Experience End Year	2024-12-31
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	50000

2. Technical Specifications

Conformance to Technical Specifications and Standards (SCORE: N/A)
Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

3. Delivery Schedule

Delivery Period (SCORE: N/A)
Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

Delivery Period	90

Financial Evaluation

1. **Price Schedule**

Priced schedule (SCORE: N/A)
The bidder must quote for each item in the schedule of requirements provided by the procuring entity.

Section V: Eligible Countries

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:
1. as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

SECTION VI: PROCURING ENTITY REQUIREMENTS

Schedule of Requirements

List of Commodities and Specifications

Supply of Microbiology Items from Manufacturers under Framework Agreement

Tender No: FA/2024/2025/137/TR177/G/106

LOT NO. FA/2024/2025/137/TR177/G/106/62

Item no. 62 - Barium Sulphate (Microbar suspension)

Commodity Title : Medical imaging contrast agent injectors or accessories

Commodity Code : 42201809

Commodity Group Code : 30040005

Description	Unit of Measure	Quantity
MICROBAR SUSPENSION/POWDER (BARIUM SULPHATE) (100mls/ 300mg)	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	It is a radiographic contrast agent. used to help diagnose or find problems in the esophagus, stomach, and bowels. And used to create a clear image of the different parts of the body. Concentrated suspensions ranging from 40% up to 240% weight-to-volume (w/v) can be used in fluoroscopy and radiography for a variety of clinical applications.
2	Specification	Radiographic contrast agent. used to help diagnose or find problems in the esophagus, stomach, and bowels. And used to create a clear image of the different parts of the body. Concentrated suspensions ranging from 40% up to 240% weight-to-volume (w/v) can be used in fluoroscopy and radiography for a variety of clinical applications. One bottle packed singly and lablelled in english with important information including Item Generic Name, MSD/GoT Logo, Batch Number, Manufacturers Name, Manufacturing and Expiring Date
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
4	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One Bottle as sample

5	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
6	Shipping Carton	TBD
7	Manufacturer License	Shall Submit Manufacturer License of item to know bidder manufacturer

LOT NO. FA/2024/2025/137/TR177/G/106/1

Item no. 1: BLOOD AGAR BASE, 500GM

Commodity Title : Media ingredients or additives for bacteria

Commodity Code : 41106212

Commodity Group Code : 40010003

Description	Unit of Measure	Quantity
BLOOD AGAR BASE, 500GM	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Nonselective and General-purposeMedium which is used for for the isolation and culture of pathogenic and non-pathogenic microorganisms from clinical samples. Composed of Peptone (10g/L), Sodium Cholride (5g/L), Agar (15g/L), Beef Extract Powder (10g/L).Presented in 500gms plastic Bottle, Straw, free-flowing powder Colour on reconstitution - straw 2-3 Moisture level - less than 7% pH 7.3 ± 0.2 at 25°C Clarity - clear Gel strength - firm, comparable to 15.0g/litre of agar. Agar should be backed in a bottle of 500mls° Should be labelled in English with detailed information including Item Generic Name, Batch Number, Storage Conditions, MSD/GoT Logo, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin, Sorage Contions with shelflife of not less than 24 Months
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product

		name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted with Tender	Manufacturer License shall be submitted with Tender

LOT NO. FA/2024/2025/137/TR177/G/106/2

Item no. 2: AMIKACIN 30 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020004

Description	Unit of Measure	Quantity
AMIKACIN 30 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Ampicillin 30µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individualdiscs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and

		Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for this item	Manufacturer License shall be submitted for this item

LOT NO. FA/2024/2025/137/TR177/G/106/57

Item no. 57 - BUFFER TABLETS 7.0

Commodity Title : Laboratory diluters

Commodity Code : 41121502

Commodity Group Code : 40070017

Description	Unit of Measure	Quantity
BUFFER TABLETS 7.0	100TB	1

Commodity Specification :-

S/N	Features	Description
1	Specification	For PH buffering activity at 7.0 PH in the laboratory to meet the required PH.100 Tablets must be well packed and labeled with all important information including MSD/GoT Logo, Item Name in Long Form, Manufacturer's Name, Manufacturing and Expiring Date, batch number, storage conditions, Country of Origin with the shelflife of not less than 24 Months.
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/3

Item no. 3: AMOXCYLLIN + CLAVULANIC ACID 30µG SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020005

Description	Unit of Measure	Quantity
AMOXCYLLIN + CLAVULANIC ACID 30µG	Disc	1

SENSITIVITY DISCS		

Commodity Specification :-

S/N	Features	Description
1	Specification	Used in the semi-quantitative agar diffusion test method for in vitro susceptibility testing to determine susceptibility against microorganisms for which amoxycillin and clavulanic acid 30µg have been shown to be active both clinically and in vitro. White or almost white crystalline powder (milled) disc, Used in the semi-quantitative agar diffusion test method for in vitro susceptibility testing to determine susceptibility against microorganisms for which amoxycillin and clavulanic acid have been shown to be active both clinically and in vitro. Placed in Foil, individually sealing each cartridge with its desiccant and bsorbent paper individual discs. 6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for this item	Manufacturer License shall be submitted for this item

LOT NO. FA/2024/2025/137/TR177/G/106/58

Item no.58 - STERILE COTTON SWAB STICK FOR SPECIMEN COLLECTION

Commodity Title : Microbiology inoculation loops or needles

Commodity Code : 41122108

Commodity Group Code : 40090158

Description	Unit of Measure	Quantity
STERILE COTTON SWAB STICK FOR SPECIMEN COLLECTION	1PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Suitable for collection and transport of cytological and pus swabs from human in a tube. Swab tubes should be made of polystyrene with atleast 6 inches. Swabs should be made of cotton buds. Swab tubes should have the Diameter of atlast 1.6 cm and height of atleast 11cm. Should be Sterilized by irradiation or EO and charcoal free and must have a labelling area for client's details. Each swab must be packed singly and labelled in English with MSD/GoT Logo, Item name,Batch Number, manufacturing and expiry dates, Manufacturers name and Country of Origin. 100 Swabs should be Packed in one box and Labelled with the same information.
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin, and label information, TMDA Registration/Notification Certificate, CE and ISO Certificates and one pack of the swab as a sample to represent others
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/4

Item no. 4: AMPICILLIN 10 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020007

Description	Unit of Measure	Quantity
AMPICILLIN 10 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and

		Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Ampicillin 10g has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/59

Item no. 59 - VACUTAINER NEEDLE (21G) AND PRE-ATTACHED HOLDER WITH SAFETY SHIELD

Commodity Title : Capillary or hematocrit tubes

Commodity Code : 41121709

Commodity Group Code : 40090178

Description	Unit of Measure	Quantity
VACUTAINER NEEDLE (21G) AND PRE-ATTACHED HOLDER WITH SAFETY SHIELD	25PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Sterile Multi-sampling sterile needle which can be used for multiple tube sampling. Size 21 G x 1.5 in. (Gauge X length) and with hub and thin wall needle.

		Should be safety-engineered, multisample blood collection needle that offers a simple, effective way to collect blood while reducing the possibility of needlestick injuries. It should be featured with a safety shield that allows for one-handed activation to cover the needle immediately upon withdrawal from the vein and confirms proper activation with an audible click. It should be pre-attached with a holder made up with Polypropylene (PP) materials to the appropriate end and sliding the compatible blood tube into the holder until it securely clicks into place. With the tube securely in place a seal is formed, allowing blood to be drawn into the tube all while minimising the chances of leakage, thereby increasing the safety of the user and allowing them to work with confidence and also ensuring that your blood samples are contaminant free. Each needle with pre-attached holder should be packed singly and Labelled with important information including single Use Only. 100 Needles with pre-attached holder should be Packed in one box and Labelled in English with all important information including but not limited to MSD/GoT Logo, Item name,Batch Number, Manufacturing and Expiring Dates, Manufacturers name and Country of Origin.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/5

Item no. 5: AMPICILLIN 30 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020008

Description	Unit of Measure	Quantity
AMPICILLIN 30 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Ampicillin 30µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individualdiscs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for this item	Manufacturer License shall be submitted for this item

LOT NO. FA/2024/2025/137/TR177/G/106/34

Item no. 34 - TETRACYCLINE 30 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020117

Description	Unit of Measure	Quantity
TETRACYCLINE 30 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi-quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Tetracycline 30µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted with this Tender	Manufacturer License of item shall be submitted with this Tender

LOT NO. FA/2024/2025/137/TR177/G/106/6

Item no. 6: AMPICLOX SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020009

Description	Unit of Measure	Quantity
AMPICLOX SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description

1	Specification	Ampicillin/Cloxacillin 30µg discs are used for antimicrobial susceptibility testing of bacterial cultures using disc diffusion method. Filter paper disc of 6mm diameter with printed 'AX 10'' on each side of the disc. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs. 50 Discs in each cartridge with not less than 36months shelflife at at 2°C-8°C .Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/7

Item no. 7: AZITHROMYCIN 15µg SENSITIVITY DISC

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020014

Description	Unit of Measure	Quantity
AZITHROMYCIN 15µg SENSITIVITY DISC	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Azithromycin 15µg discs are used for antimicrobial susceptibility testing of bacterial cultures using disc diffusion method. Filter paper disc of 6mm diameter with printed 'AX 10'' on each side of the disc. Foil individually sealing each cartridge with its desiccant and absorbent paper individual discs. 50 Discs in each

		cartridge with not less than 36months shelflife at 2°C-8°C .Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions, manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/35

Item no. 35 - THAYER MARTIN MEDIUM, 500GM

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020118

Description	Unit of Measure	Quantity
THAYER MARTIN MEDIUM, 500GM	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	To be used for culturing and primarily isolating pathogenic Neisseria bacteria, including Neisseria gonorrhoeae and Neisseria meningitidis, as the medium inhibits the growth of most other microorganisms. It should be Sterile free-flowing powder in a package of 500gm in a plastic container with shelf life not less than 24 months. The item should be labelled with all important information including but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin

2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One bottle as sample to represent others.
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/8

Item no. 8: BACITRACIN 10 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020015

Description	Unit of Measure	Quantity
BACITRACIN 10 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	For the differentiation of Lancefield Group A from other beta-haemolytic streptococci. Sterile paper discs each containing 10µg of bacitracin. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs. 50 Discs in each cartridge with not less than 36months shelflife at at 2°C-8°C .Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

4	Manufacturer License shall be submitted for this item	Manufacturer License shall be submitted for this item

LOT NO. FA/2024/2025/137/TR177/G/106/36

Item no. 36 - PETRI DISH (100X15MM)

Commodity Title : Petri dish racks

Commodity Code : 41122809

Commodity Group Code : 40020167

Description	Unit of Measure	Quantity
PETRI DISH (100X15MM)	1PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	For Microbiological Culture and sensitivity Madeup with Polystyrene materials. Should be Disposable 100X15MM with the capacity of 20mls. 10pcs should be packed together and lablelled with all important required information
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/37

Item no. 37 - MC FARLAND

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020171

Description	Unit of Measure	Quantity
MC FARLAND	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	To be used as a reference to adjust the turbidity of bacterial suspensions so that the number of bacteria will be within a given range to standardize microbial testing during suspectibility testing. Sholud be packed into the tube, and Each tube should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications and Label information, Export Certificate from Country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates
3	Shipping Carton	TBD
4	Manufacturers License of item shall be submitted	Manufacturers License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/11

Item no. 11: CEFTRIAXONE 30µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020029

Description	Unit of Measure	Quantity
CEFTRIAXONE 30µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Ceftriaxone with the strength of 30µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more). Should be Labelled with all important information including but not limited to Item description, batch number, storage conditions, Manufacturer Name,Manufacturer Country of Origin, Manufacturing and Expiring Dates and MSD/GoT Logon
2	Identification Mark	All packaging used should be labelled

		with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	"Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton."
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/38

Item no. 38 - Inoculating loop (disposable plastick), Sterile 1µ

Commodity Title : Microbiology inoculation loops or needles

Commodity Code : 41122108

Commodity Group Code : 40020172

Description	Unit of Measure	Quantity
Inoculating loop (disposable plastick), Sterile 1µ	1PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Sterile Disposable Inoculation loop made of chemically resistant plastic matarials with flexible handle. Loop volume should approximately be 1µ. Each loop should be individually wrapped and 20 loops must be packed together on a tube holding case while enclosed with a nylon and Labelled in english with important information including but not limited to MSD/GoT Logo, Item Name, Batch Number, Manufacturing and expiring date, Manufacturer's name and Country of origin.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.

4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/9

Item no. 9: CEFOTAXIME 30µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020027

Description	Unit of Measure	Quantity
CEFOTAXIME 30µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Cefotaxime with the strength of 30µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more) .Should be Labelled with all important information including but not limited to Item description, batch number, storage conditions, Manufacturer Name,Manufacturer Country of Origin, Manufacturing and Expiring Dates and MSD/GoT Logo
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/39

Item no. 39 - BRUCELLA ANTIGEN TEST KIT OF 50TESTS

Commodity Title : Immunology or serology reagents or solutions or stains

Commodity Code : 41116127

Commodity Group Code : 40030001

Description	Unit of Measure	Quantity
BRUCELLA ANTIGEN TEST KIT OF 50TESTS	Kit	1

Commodity Specification :-

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Specification	To be used for detection of Brucella Antigen in human blood, plasma or serum sample. Uses the principle of Immunochromatographic assay. Sensitivity should be ≥99% and Specificity:≥98%. Time for results should be Within 30 minutes. Storage condition should renge between 2-30°C. Each test cartridge should be packed singly in its pouch and a dessicant and then secondarily packed in a kit of 50 tests and shelf life not less than 36 months. There should be Package Insert(Instruction manual) and all other required supplies. Each test should be labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/42

Item no. 42 - CATALASE TEST ANTISERA

Commodity Title : Immunology or serology reagents or solutions or stains

Commodity Code : 41116127

Commodity Group Code : 40030021

Description	Unit of Measure	Quantity
CATALASE TEST ANTISERA	1PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Product type: Hydrogen peroxide 3%, (H2O2), catalase positive organisms (such as Staphylococcus will evolve gas bubbles in the presence of (H2O2).Intended Use: Useful in the presumptive identification and differentiation of many bacteria. Beta-hemolytic organisms, such as Streptococcus species (catalase-negative), Staphylococcus species (catalase-positive), and Listeria species (catalase-positive) can be differentiated by their catalase reaction. Pack and Labelling: Vial with dropper containing 10mls of Catalase Reagent. The vial must be well packed singly inside a box. the vial and the box must be well labelled with all important information including MSD/GoT Logo, Item Description, Manufacturing and expiring dateds, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/10

Item no. 10: CEFTAZIDIME SENSITIVITY DISC 30µg

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020028

Description	Unit of Measure	Quantity
CEFTAZIDIME SENSITIVITY DISC 30µg	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Ceftazidime with the strength of 30µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more). Each Catridge should be packed singly and labelled with all important information which includes but not limited to Item description, batch number, storage conditions, Manufacturer Name,Manufacturer Country of Origin, Manufacturing and Expiring Dates and MSD/GoT Logon
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/40

Item No 40 - INDIA INK REAGENT

Commodity Title : Control proteins or cell lysates or tissue lysates

Commodity Code : 41105330

Commodity Group Code : 40030014

Description	Unit of Measure	Quantity
INDIA INK REAGENT	VIAL	1

Commodity Specification :-

S/N	Features	Description
1	Specification	To be used in the identification of Cryptococcus neoformans by detection of the polysaccharide capsule. Should be packed singly in a vial of 15 MLS (shelflife not less than 24 months). It Should be Labelled with all important information including but not limited to Item descrption, instruction for use, storage conditions, Manufacturer Name,Manufacturer Country of Origin, Manufacturing and Expiring Dates and MSD/GoT Logo
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One vial as sample to represent others.
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/12

Item no. 12:CHLORAMPHENICOL 10 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020030

Description	Unit of Measure	Quantity
CHLORAMPHENICOL 10 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi-quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Chloramphenicol 10µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and

		labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/41

Item no. 41 - PROSTATE-SPECIFIC ANTIGEN (PSA) RAPID TEST STRIPS

Commodity Title : Immunology or serology test kits or supplies

Commodity Code : 41116126

Commodity Group Code : 40030020

Description	Unit of Measure	Quantity
PROSTATE-SPECIFIC ANTIGEN (PSA) RAPID TEST STRIPS	Kit	1

Commodity Specification :-

S/N	Features	Description
1	Specification	To be used for detection of Prostate specific Antigen in human blood sample. Uses the principle of Immunochromatographic assay. Sensitivity should be ≥99% and Specificity:≥98%. Time for results should be Within 30 minutes. Storage condition should renge between 2-30°C. Each test cartridge should be packed singly in its pouch and a dessicant and then secondarily packed in a kit of 25 tests with shelf life not less than 36 months.

		There should be Package Insert(Instruction manual) and all other required supplies. Each test should be labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/13

Item no. 13: CIPROFLAXIN 5µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020032

Description	Unit of Measure	Quantity
CIPROFLAXIN 5µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Ciproflaxin 5µg has been shown to be active both clinically and in vitro. Foil

		individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/43

Item no. 43 - SYPHILIS TEST CONFIRMATORY TEST TPPA

Commodity Title : Immunology or serology test kits or supplies

Commodity Code : 41116126

Commodity Group Code : 40030025

Description	Unit of Measure	Quantity
SYPHILIS TEST CONFIRMATORY TEST TPPA	Kit	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antibody Confirmation Test – Treponema palladium. Use indirect agglutination assay used for detection and titration of antibodies against the causative agent of syphilis, Treponema pallidum subspecies pallidum. The Kit must be well packed and labeled with all important information including but not limited to MSD/GoT Logo, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature, All information in PRINT and NOT Stamped. Should be delivered at

		the required Temperature
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One Kit as sample
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/14

Item no. 15: CLINDAMYCIN 5µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020033

Description	Unit of Measure	Quantity
CLINDAMYCIN 5µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Clindamycin 5µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have

		TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/44

Item no. 44 - WIDAL TEST REAGENT

Commodity Title : Immunology or serology test kits or supplies

Commodity Code : 41116126

Commodity Group Code : 40030027

Description	Unit of Measure	Quantity
WIDAL TEST REAGENT	Kit	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Product type: Widal test reagent Intended Use: For detection of presence of antigen against Salmonella Typhi O and H in the patient serum. Antigens by using Tile or Titration method .Detection of other Antibodies as AH, BH, CO, CH, AO, and BO is added advantage. Shelflife : 24Months at 2-8C Pack size: 2x5mls and Positive&Negative Controls Other accessories: Glass tiles pre circled, Insert kit. Labelling: The Kit must be well packed and labeled with all important information including but not limited to MSD/GoT Logo, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature, All information in PRINT and NOT Stamped. Should be delivered at the required Temperature
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One Kit as sample
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/45

Item no. 45 - ACETIC ACID GLACIAL, 2.5L

Commodity Title : Chemistry test kits or supplies

Commodity Code : 41116104

Commodity Group Code : 40070002

Description	Unit of Measure	Quantity
ACETIC ACID GLACIAL, 2.5L	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Acetic Acid Glacial for Health Laboratory Use. Physical state should be Liquid while Odour and appearance should be Pungent, vinegar-like, strong sou. It should have the specific gravity of 1.049 (Water = 1) and Vapour pressure of 1.5 kPa at 20°C. Vapour density should be 2.07 (Air = 1) with Boiling point of 118.1°C (244.6°F) and Freezing point of 16.6°C (61.9°F). Product should be more soluble in water with Vinegar, Sour taste.Should be packed in 2.5L gallon while labelled from the outer packege and gallon with detailed information Item Name in Generic and Long form, MSD/GoT Logo, Manufacturer's Name, Manufacturing and Expiring Date, batch number, storage conditions, Country of Origin with the shelflife of not less than 24 Months.
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD

LOT NO. FA/2024/2025/137/TR177/G/106/46

Item no. 46- AMMONIA 25%, 1L

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40070003

Description	Unit of Measure	Quantity
AMMONIA 25%, 1L	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Colourless liquid with Fishy Odor and highly pungent with Density of 0.91 g/cm3 and Melting point, −57.5 °C with the Chemical formular of NH4OH with 25% of Ammonia. Should be Packed in a tin containing 1Liter and labelled from the outer packege and Tin with detailed information including MSD/GoT Logo, Batch Number, Hazard information Item Name in Long Form, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/15

Item no. 15: ERYTHROMYCIN 15µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020045

Description	Unit of Measure	Quantity
ERYTHROMYCIN 15µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Erytrhomycin Sensistivity Disc with Concentration of 15µg in a cartridge of 50 discs. Should be Labelled with all important information including but not limited to Manufacturer Name, Manufacturer Country of Origin,

		Manufacturing and Expiring Dates and MSD/GoT Logo
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License shall be submitted for the item	Manufacturer License shall be submitted for the item

LOT NO. FA/2024/2025/137/TR177/G/106/47

Item no. 47 - METHANOL ABSOLUTE (99.9%), 500ML

Commodity Title : Chemistry reagents or solutions

Commodity Code : 41116105

Commodity Group Code : 40070054

Description	Unit of Measure	Quantity
METHANOL ABSOLUTE (99.9%), 500ML	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Liquid in Form with 96% of Ethanol for health laboratory Use. Should be packege in a special Bottle specific for storage of this chemical where containing 500mls of it. It should be labelled with detailed information including MSD/GoT Logo, Warnings, Hazard information, Item Name in Long Form with details of item, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD

4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/16

Item no. 16: GENTAMYCIN 10 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020050

Description	Unit of Measure	Quantity
GENTAMYCIN 10 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Gentamycin 10µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/48

Item no. 48 - SULPHURIC ACID 96 - 98%, 2.5L

Commodity Title : Histology reagents or solutions or stains

Commodity Code : 41116124

Commodity Group Code : 40070098

Description	Unit of Measure	Quantity
SULPHURIC ACID 96 - 98%, 2.5L	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Colorless and Very reactive and corrosive Liquid mostly used in Histopathological staining Procedures. It has the Chemical formular of H2SO4 (96-98%) .Should be packege in a special Bottle specific for storage of this chemical where containing 2.5L. It should be labelled with detailed information including MSD/GoT Logo, Warnings, Hazard information, Item Name in Long Form with details of item, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/49

Item no. 49 - COVER GLASS 22X50MM FOR SLIDES

Commodity Title : Microscope slides

Commodity Code : 41122601

Commodity Group Code : 40090028

Description	Unit of Measure	Quantity
COVER GLASS 22X50MM FOR SLIDES	100PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Made up with Borosilicate Clear glass (cloudy-free) with dimensions of 22x22mm (Length x widhth) whereby thickness is 0.13- 0.17mm. Total of 100pcs should be packed in one box and 10 to 20 Boxes should be packed in one box or carton. Box containing 100 coverglass and Box containing 10 to 20 boxes should be labelled with MSD/GoT Logo Item Name, Manufacturer name and country of Origin, Manufacturing and Expiring dates.
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin, GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/50

Item no. 50 - COVER SLIPS 22X60MM FOR SLIDES

Commodity Title : Laboratory cover slippers

Commodity Code : 41102918

Commodity Group Code : 40090029

Description	Unit of Measure	Quantity
COVER SLIPS 22X60MM FOR SLIDES	100PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Made up with Borosilicate Clear glass (cloudy-free) with dimensions of 22x60mm (Length x widhth) whereby thickness is 0.13- 0.17mm. Total of 100pcs should be packed in one box and 10 to 20 Boxes should be packed in one box or carton. Box containing 100 coverglass and Box containing 10 to 20 boxes should be labelled with all important information including but not limited to MSD/GoT Logo, Item Name, Manufacturer's Name, Manufacturing date, batch number, Country of Origin and Batch Number.
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications with Label information, Export Certificate from

		Country of Origin, and label information, TMDA Registration/Notification Certificate, CE and ISO Certificates
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/17

Item no. 17: INNOCULATION LOOP (PLASTIC) DISPOSABLE 10µL

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020055

Description	Unit of Measure	Quantity
INNOCULATION LOOP (PLASTIC) DISPOSABLE 10µL	Pieces	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Sterile Disposable Inoculation loop made of chemically resistant plastic matarials with flexible handle. Loop volume should approximately be 10µL. Each loop should be individually wrapped and 20 loops must be packed together on a tube holding case while enclosed with a nylon and Labelled in english with important information including but not limited to MSD/GoT Logo, Item Name, Batch Number, Manufacturing and expiring date, Manufacturer's name and Country of origin.
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, and Label Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates and one sample
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/51

Item no. 51 - DISPOSABLE LOOP 20µL STERILE

Commodity Title : Microbiology inoculation loops or needles

Commodity Code : 41122108

Commodity Group Code : 40090051

Description	Unit of Measure	Quantity
DISPOSABLE LOOP 20µL STERILE	20PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Sterile Disposable Inoculation loop made of chemically resistant plastic matarials with flexible handle. Loop volume should approximately be 20µL. Each loop should be individually wrapped and 20 loops must be packed together on a tube holding case while enclosed with a nylon and Labelled in english with important information including but not limited to MSD/GoT Logo, Item Name, Batch Number, Manufacturing and expiring date, Manufacturer's name and Country of origin.
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin, GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates
3	Shipping Carton	TBD

LOT NO. FA/2024/2025/137/TR177/G/106/52

Item no. 52 - MICROPIPETTE TIPS, YELLOW 200 µL PACK OF 96PCS

Commodity Title : Pipette tips

Commodity Code : 41121600

Commodity Group Code : 40090100

Description	Unit of Measure	Quantity
MICROPIPETTE TIPS, YELLOW 200 µL PACK OF 96PCS	P/1000	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Universal pipette tips 0 to 200 µL (51mm), polypropylene, yellow, non-sterile able to fit in Eppendorf, Finnipette, Pipetman, Unifex, Wheaton, Gilson Thermo and other Micropipettes. 1000PCS Should be packed in one pack/Nylon and 10 to 20 Packs should be packed in one carton and Labelled in english with all important information including but not limited to MSD/GoT Logo,Item name,Batch Number, manufacturing and expiry dates, Manufacturers name and Country of

		Origin.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/18

Item no.18: KANAMYCIN 30 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020057

Description	Unit of Measure	Quantity
KANAMYCIN 30 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Kanamycin 30µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled

		with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/53

Item no. 54 - OIL FOR MICROSCOPE (OIL IMMERSION), 25ML

Commodity Title : Microscope immersion oil

Commodity Code : 41122605

Commodity Group Code : 40090112

Description	Unit of Measure	Quantity
OIL FOR MICROSCOPE (OIL IMMERSION), 25ML	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Non-drying synthetic oil with the refractory index 1.515-1.517 and viscosity of 100-120mPas at 20°C. Should be non fluorescent with Light transparency of ≥ 75% at 400 nm. Should be Xylene free and Suitable for optical and florescent microscopy. Should be packed in a plastic bottle with dropper holding 25ml of this Oil. Bottle should be packed singly while bottle and secondary package should be labelled with all important information including but not limited to MSD/GoT Logo, Item Name, Batch Number, storage conditions,Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin.
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications with

		Label information, Export Certificate from Country of Origin, and label information, TMDA Registration/Notification Certificate, CE and ISO Certificates
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/54

Item no. 54 - GRAM STAINING KIT (250 X 4 BOTTLES)

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40100011

Description	Unit of Measure	Quantity
GRAM STAINING KIT (250 X 4 BOTTLES)	SET	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Set of Ready-to-use Liquid reagents supplied in 250mL bottles solutions used together as biological stain for differentiating different types of bacteria bsing on their cell wall structure. It cantains four main solutions which are Crystal Violet, Decolorizer, Iodine and Safranin.Each Bottle labelled in English with detailed information including MSD/GoT Logo, Warnings, Hazard information, Item Name , Batch Number, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin. All four bottles should be packed together as Set/Kit with a plastic tray and Inset Kit inside and the Kit/Box should be labelled in english with all important information including but not limited to MSD/GoT Logo, Warnings, Hazard information, Item Name in Long Form with details of item, Batch Number, storage conditions, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product

		name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2024/2025/137/TR177/G/106/55

Item no. 55 - GIEMSA STAIN SOLUTIONS 250MLS

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40100018

Description	Unit of Measure	Quantity
GIEMSA STAIN SOLUTIONS 250MLS	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	To be used as a microscopic stain for in vitro diagnosis in Malaria and hematological smears. It is composed of methylene blue, azure and eosin. The stain should have shelf life of not less than 24 months. It should be packed singly in a bottle capacity of 250 MLS and be labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, manufacturing and expiring dates, batch number, storage conditions as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2024/2025/137/TR177/G/106/19

Item no. 19: KOVACK'S REAGENT FOR IDENTIFICATION OF GRAM NEGATIVE ORGANISM, 100ML

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020060

Description	Unit of Measure	Quantity

KOVACK'S REAGENT FOR IDENTIFICATION OF GRAM NEGATIVE ORGANISM, 100ML	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Product Type: is a biochemical reagent consisting of isoamyl alcohol, para-dimethylaminobenzaldehyde (DMAB), and concentrated hydrochloric acid, Intended Use:It is used for the diagnostical indole test, to determine the ability of the organism to split indole from the amino acid tryptophan. Labelling and Packaging: Vial with dropper containing 100mls of Kovac's Reagent. The vial must be well packed singly inside a box. the vial and the box must be well labelled with all important information including Item Description, Manufacturing and expiring dateds, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
2	Identification Mark	Coloured Catalogue and picture of the item with detailed Specifications with Label information, Export Certificate from Country of Origin,material safety data sheet (MSDS), GSLA/TMDA/TBS Registration or Notification Certificate, CE and ISO Certificates,One Empty Bottle of chemical with all labelling information to represent all types of chemicals Quoted
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/20

Item no. 20: MAC CONKEY AGAR WITHOUT CRYSTAL VIOLENT, 500GM

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020065

Description	Unit of Measure	Quantity
MAC CONKEY AGAR WITHOUT CRYSTAL VIOLENT, 500GM	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Differential medium that restricts

		swarming of Proteus spp., aiding in the detection and isolation of enteric microorganisms. Free flowing powder with the shelflife of not less than 24 Months. Packed in a bottle of 500gm together with the leaflet/instruction for use on bottle and labelled with all important information which includes but not limited to Instruction for Use, MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number, as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA/TBS/GCLA Registration or Notification Certificate, CE and ISO Certificates,One Mnty Bottle of Media with Label information and Instruction for Use to represent all types of Medium Quoted
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/56

Item no. 56 - Capillary Tubes (Plain) for Hb check

Commodity Title : Capillary or hematocrit tubes

Commodity Code : 41121709

Commodity Group Code : 40090095

Description	Unit of Measure	Quantity
MICRO CAPILLARY TUBES FOR HB CHECK	100PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Very small plastic or glass tube used to collect small amounts of blood for laoratory testing especially when performing Hemoglobin (HB).100 tubes must be packed in a tin and labelled in English withItem name,Batch Number, MSD/GoT Logo, Manufacturers name and Country of Origin.
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications and Label information, Export Certificate from Country of Origin, TMDA Registration/Notification Certificate, CE

		and ISO Certificates
3	Shipping Carton	TBD
4	Manufacturer of items shall be submitted with this Tender	Manufacturer of items shall be submitted with this Tender

LOT NO. FA/2024/2025/137/TR177/G/106/21

Item no. 21: METRONIDAZOLE 5µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020067

Description	Unit of Measure	Quantity
METRONIDAZOLE 5µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Metronidazole with the strength of 5µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more). Should be Labelled with all important information including but not limited to Item description, batch number, storage conditions, Manufacturer Name,Manufacturer Country of Origin, Manufacturing and Expiring Dates and MSD/GoT Logon
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/22

Item no. 22: MULLER HINTON AGAR, 500GM

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020069

Description	Unit of Measure	Quantity
MULLER HINTON AGAR, 500GM	Packet	1

Commodity Specification :-

S/N	Features	Description
1	Specification	It is a microbiological growth medium that is commonly used for antibiotic susceptibility testing. It is also used to isolate and maintain Neisseria and Moraxella species. Free flowing powder with the shelflife of not less than 24 Months. Packed in a bottle of 500gm together with the leaflet/instruction for use on bottle and labelled with all important information which includes but not limited to Instruction for Use, MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number, as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA/TBS/GCLA Registration or Notification Certificate, CE and ISO Certificates,One Mnty Bottle of Media with Label information and Instruction for Use to represent all types of Medium Quoted
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/23

Item no. 23: MYCO/F LYTIC CULTURE VIALS (VIAL OF 40MLS) - FOR ADULT

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020070

Description	Unit of Measure	Quantity
MYCO/F LYTIC CULTURE VIALS (VIAL OF 40MLS) - FOR ADULT	VIAL	1

Commodity Specification :-

S/N	Features	Description

1	Specification	To be Used with BD BACTEC fluorescent series instruments is a nonselective culture medium to be used as an adjunct to aerobic blood culture media for the recovery of mycobacteria, yeast fungi from blood and for culturing of sterile body fluids when yeast or fungi are suspected from Adult Sample. The item should have shelf life of not less than 24 months and should be labelled in English with all important information including but not limited to Item description, batch number, MSD/ GoT logo, Manufacturing and Expiring Date, Manufacturer's Name and Country of Origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One vial ofthe item as sample to represent all Quoted ones
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/24

Item no. 24: MYCO/F LYTIC CULTURE VIALS (VIAL OF 40MLS) - FOR CHIDREN

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020071

Description	Unit of Measure	Quantity
MYCO/F LYTIC CULTURE VIALS (VIAL OF 40MLS) - FOR CHIDREN	VIAL	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Product Details: To be Used with BD BACTEC fluorescent series instruments is a nonselective culture medium to be used as an adjunct to aerobic blood culture media for the recovery of mycobacteria, yeast fungi from blood and for culturing of sterile body fluids when yeast or fungi are suspected from Children Sample. The item should have shelf life of not less than 24 months and should be labelled in English with all important information including but not limited to Item description, batch number, MSD/ GoT logo, Manufacturing and Expiring Date,

		Manufacturer’s Name and Country of Origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One vial ofthe item as sample to represent all Quoted ones
3	Shipping Carton	TBD
4	Manufacturer License of Item shall be submitted	Manufacturer License of Item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/25

Item no. 25: NALIDIXIC ACID 30 µg SENSITIVITY DISCS

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020075

Description	Unit of Measure	Quantity
NALIDIXIC ACID 30 µg SENSITIVITY DISCS	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Nalidixic acid with the strength of 30µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more). Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its

		strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/26

Item no. 25: NITROFURANTOIN SENSITIVITY DISCS 300µg

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020079

Description	Unit of Measure	Quantity
NITROFURANTOIN SENSITIVITY DISCS 300µg	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Antimicrobial Susceptibility Test Discs are used in the semi- quantitative agar diffusion test method for in vitro susceptibility testing for clinicians in determining potential treatment options for patients suspected of having a microbial infection, these discs are intended to determination of susceptibility against microorganisms for which Nitrofurantoin 30µg has been shown to be active both clinically and in vitro. Foil individually sealing each cartridge with its desiccant and bsorbent paper individual discs.6mm each and 50 in each cartridge with not less than 36months shelflife.Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

		units per carton.
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/27

Item no. 26: NUTRIENTS AGAR, 500GM

Commodity Title : Bottled agar media or stabs for bacteria

Commodity Code : 41106204

Commodity Group Code : 40020082

Description	Unit of Measure	Quantity
NUTRIENTS AGAR, 500GM	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used to cultivate and isolate fastidious pathogens and other microorganisms. This non-selective medium contains beef extracts combined with peptone, yeast extracts and sodium chloride to provide the nitrogen compounds, carbon, vitamins and some trace ingredients necessary for the growth of bacteria. A general-purpose medium which may be enriched with up to 10% blood or other biological fluid. Packed in a bottle of 500gm together with the leaflet/instruction for use on bottle and labelled with all important information which includes but not limited to Instruction for Use, MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number, as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA/TBS/GCLA Registration or Notification Certificate, CE and ISO Certificates,One Mnty Bottle of Media with Label information and Instruction for Use to represent all types of Medium Quoted
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/28

Item no. 25: Safety Blood lancet (plastic)

Commodity Title : Hematology reagents or solutions or stains

Commodity Code : 41116121

Commodity Group Code : 40090382

Description	Unit of Measure	Quantity
Safety Blood Lancet (plastic)	100PC	1

Commodity Specification :-

S/N	Features	Description
1	specification	Pricker for finger puncturing for capillary blood sampling. product type: Safety Blood Lancet Mode of action: Gentle injection of the needle into the puncture site by applying gentle pressure on the base of the lancet. Sharp point Size: 21G, Single use Puncturing depth: 2.2mm and blue and white colour cap code Shelf life: Not less than 36 Months Packaging: P/100. Label requirements: Well printed and should be stamped with Product name, Manufacturers name, Manufacturing and Expiry date, Lot number and CE Marked.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of item shall submit with Tender	Manufacturer License of item shall submit with Tender

LOT NO. FA/2024/2025/137/TR177/G/106/29

Item no. 26: Venous blood Collection tubes plain 5mls for serum with clotting activator

Commodity Title : Vacuum blood collection tubes or containers

Commodity Code : 41104107

Commodity Group Code : 40090186

Description	Unit of Measure	Quantity
VENOUS BLOOD COLLECTION TUBES PLAIN 5MLS FOR SERUM WITH CLOTTING ACTIVATOR	Tube	1

Commodity Specification :-

S/N	Features	Description

1	Specification	Venous Blood (serum) Collection tube, polypropylene material of size 13 x 75 mm x 5.0 ml with Red top and clot activator inside to help blood to clot easily. Should have Hemogard closure help to protect lab personnel from contact with blood on the stopper or around the outer rim of the tube, as well as from blood splattering upon opening the tube. It should have the rubber stopper which is recessed inside the plastic shield so any drops left by a blood collection needle remain isolated from potential contact. Must have a labelling area for client's details. Each tube must be Labelled in english with important information including but not limited to MSD/GoT Logo, Item Name, Batch Number, Manufacturing and expiring date, Manufacturer's name and Country of origin. 100 Tubes must be packed together on a tube holding case while enclosed with a nylon. 10 Packs each with 100 tubes must be packed in One Box/Carton and also should be Labelled in english with important information including but not limited to MSD/GoT Logo, Item Name in Long Form with details of item, Batch Number, storage conditions, Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin. Shelf life should not be less than 24 months or 80%
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of Item shall be submitted with this Tender	Manufacturer License of Item shall be submitted with this Tender

LOT NO. FA/2024/2025/137/TR177/G/106/33

Item no. 30: MOTILITY INDOLE LYSINE TESTING MEDIUM, 500G

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020107

Description	Unit of Measure	Quantity

MOTILITY INDOLE LYSINE TESTING MEDIUM, 500G	Packet	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Medium used as an aid for the identification of members of Enterobacteriaceae on the basis of motility, lysine decarboxylase, lysine deaminase and indole production. Free flowing powder with the shelflife of not less than 24 Months. Packed in a bottle of 500gm together with the leaflet/instruction for use on bottle and labelled with all important information which includes but not limited to Instruction for Use, MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number, as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates,One Bottle of Media to represent all types of Medium Quoted
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/30

Item no. 27: Venous blood collection tubes for plasma 5mls (with EDTA)

Commodity Title : Hematology reagents or solutions or stains

Commodity Code : 41116121

Commodity Group Code : 40090274

Description	Unit of Measure	Quantity
Venous blood collection tubes for plasma 5mls (WITH EDTA)	Tube	1

Commodity Specification :-

S/N	Features	Description
1	specification	Description: Vacuum tubes containing EDTA for collection of blood samples from blood donors. rolysterene material test tubes Size: 12mm x 75mm Capacity; 5 mL Should be autonavable Should contin EDTA Should have a purple top Should

		have vacuum sufficient to fill the tube up to 5ml
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
4	Manufacturer License of Items shall be submitted with this Tender	Manufacturer License of Items shall be submitted with this Tender

LOT NO. FA/2024/2025/137/TR177/G/106/31

Item no. 28: PENICILLIN GP 10µg

Commodity Title : Microbiology or bacteriology identification or sensitivity disks or panels

Commodity Code : 41116131

Commodity Group Code : 40020087

Description	Unit of Measure	Quantity
PENICILLIN GP 10µg	Disc	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Used for diagnostic testing of the suspectibility of microbial organisms to the Penicillin with the strength of 10µg by disc diffusion method.Antimicrobial agent, White crystalline powder supplied in plastic cartridge of 50 sensitivity discs and Foil individually sealed each cartridge with its desiccants (Shelflife of 36Months or more). Each Catridge should be packed singly and labelled with all important information which includes but not limited to MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates, One catridge of sensitivity Disc as sample to represent all

		Quoted Sensitivity Discs
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/32

Item no. 29: PETRI DISHES+COVER DISPOSLE, 85mm x 13mm

Commodity Title : Petri plates or dishes

Commodity Code : 41122101

Commodity Group Code : 40020092

Description	Unit of Measure	Quantity
PETRI DISHES+COVER DISPOSLE, 85MM X 13MM	10PC	1

Commodity Specification :-

S/N	Features	Description
1	Specification	For Microbiological Culture and sensitivity Madeup with Polystyrene materials. Should be Disposable 85mm x 13mm with the capacity of 20mls. 10ocs should be packed together and lablelled with all important required information
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, and Label Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates and one sample
3	Shipping Carton	TBD
4	Manufacturer License of item shall be submitted	Manufacturer License of item shall be submitted

LOT NO. FA/2024/2025/137/TR177/G/106/60

Item no. 60 - CYSTINE LACTOSE ELECTROLYTE DEFICIENCY (CLED) MEDIUM, 500GM

Commodity Title : Microbiology or bacteriology reagents or solutions or stains

Commodity Code : 41116130

Commodity Group Code : 40020036

Description	Unit of Measure	Quantity
CYSTINE LACTOSE ELECTROLYTE DEFICIENCY (CLED) MEDIUM, 500GM	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Specification	Cystine Lactose Electrolyte Deficient (CLED) Agar is used for the differentiation and enumeration of microorganisms in urine. A medium for urine culture where the absence of electrolytes inhibits the swarming of Proteus spp. Free flowing powder with the shelflife of not less than 24 Months. Packed in a bottle of 500gm together with the leaflet/instruction for use on bottle and labelled with all important information which includes but not limited to Instruction for Use, MSD/GoT Logo, Item Description, instruction for use, Storage Conditions,manufacturing and expiring dates, batch number as well as manufacturer and country of origin
2	Identification Mark	Coloured Catalogue including picture of the item with detailed Specifications, andLabel Information, Export Certificate from country of Origin, TMDA Registration/Notification Certificate, CE and ISO Certificates,One Bottle of Media to represent all types of Medium Quoted
3	Shipping Carton	TBD

LOT NO. FA/2024/2025/137/TR177/G/106/61

Item no. 61 - ANT-HUMAN (COOMBS) SERUM REAGENT, 10ML

Commodity Title : Hematology reagents or solutions or stains

Commodity Code : 41116121

Commodity Group Code : 40010001

Description	Unit of Measure	Quantity
ANT-HUMAN (COOMBS) SERUM REAGENT, 10ML	Bottle	1

Commodity Specification :-

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	For detection of presence or absence of red blood cell antibody or components of human complement on red blood cells for Immune mediated hemolytic anemia cases or Pre natal screening of pregnant women for antibodies that may cause Hemolytic Disease of New born (HDN). The anti-IgG

		component contains antibody reactivity against light chain IgG and thus may also agglutinate IgA or IgM sensitized red blood cells preserved in 0.1 Sodium azide or other better preservative. The reagent should be in a 10 mL glass bottle and stable at 2-8°C and not less than 24 months shelf life, packed in a box with all important requirements including instructions to use the product. All packaging should be labelled in English with detailed information including Item Generic Name, Batch Number, Storage Conditions, MSD/GoT Logo, , Manufacturer's Name, Manufacturing and Expiring Date, Country of Origin.
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and MSD logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

Delivery Schedule

Tender Description: Supply of Microbiology Items from Manufacturers under Framework Agreement

Tender No: FA/2024/2025/137/TR177/G/106

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

Inspection and Tests

Tender Description: Supply of Microbiology Items from Manufacturers under Framework Agreement
Tender No: FA/2024/2025/137/TR177/G/106

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

SECTION VIII: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

S/N	GCC Clause	GCC Clause Number	GCC Clause Description
1.	Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated:
			a) "The Arbitrator" is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.
			b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			c) "Completion" means the fulfilment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			d) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
			e) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
			f) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC 11.2.
			g) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			h) "End User" means the organization(s) where the goods will be used, as named in the SCC.
			i) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
			j) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.
			l) "The Goods" means all of the pharmaceuticals, medical equipment and supplies, Laboratory equipment and reagents, Diagnostic and medical imaging, or nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
			m) "The Final Destination " where applicable, means the place or places named in the SCC.
			n) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and

			insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			o) “GCC” means the General Conditions of Contract contained in this section.
			p) “SCC” means the Special Conditions of Contract.
			q)“The Procuring Entity” means the entity purchasing the Goods and related service, as named in SCC.
			r) “The Supplier” means the individual private or government entity or a combination of the above whose tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
			s) “The Project Site” where applicable, means the place or places named in SCC.
			t) “Call-Off Order” is a particular order within a Framework Agreement indicating the quantity and timing of supplies to be supplied by the Supplier to the Purchaser.
			u) “The Framework Agreement” is the agreement with suppliers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity; this agreement sets out terms and conditions under which specific purchases (call –offs) can be made throughout the term of the Agreement.
			v) “Standing Offer” mean the Supplier agrees to provide the Goods from time to time and when authorized by the Purchaser by the issue of Call –off order. The Supplier agrees that the Purchaser is not obliged to order a specific number of, or any, Goods during the term of the Contract
			w) “Day” means calendar day.
			x) "Project Manager” is the person (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.
2.	Application	2.1	These General Conditions shall apply and govern each of the call-off orders made by the Purchaser throughout the period of the Framework Agreement.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined
		2.3	If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
		2.4	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement, b) Letter of Acceptance c) Negotiation Minutes (if any)

			d) Form of Tender e) Special Conditions of Contract, f) General Conditions of Contract, g) Specifications h) Completed Schedules (including Price Schedules), and i) Any other document listed in the SCC as forming part of the Contract.
3.	Nature and Period of Contract	3.1	The type of Contract is a Framework Agreement
		3.2	The Contract is a Framework Agreement, the Period of the Contract is Stated in the SCC. The Contract shall Commence in accordance with the nomination in the SCC, being either a specific date or the Date of acceptance
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in SCC. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
		6.2	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the SCC.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 8.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and

			the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall, subject to the Purchaser's compliance with GCC18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
		9.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC18.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		9.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
		9.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		9.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
10.	Performance Security/Performance Securing Declaration	10.1	The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance and/or Call Off Order(s). In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC
		10.2	The proceeds of the performance security shall be

			payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is affected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
		10.5	In the case of Performance Securing Declaration, it shall remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
			The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
11.	Inspections and Tests	11.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services after issuance of Call Off Order.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods" final destination, or in another place in the Purchase's Country as specified in the SCC. Subject to GCC11.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser
		11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC11.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
		11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods. b) The Supplier may have an independent quality test

			conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier. c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination
		11.5	Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by GCC11.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party
		11.6	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
		11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
		11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC11.4.
		11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC11.7, shall release the Supplier from any warranties or other obligations under the Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the

			absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
		14.2	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
		15.4	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on

			the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
16.	Incidental Services	16.1	The Supplier shall provide such incidental services, if any, as are specified in the SCC.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b) In the event of termination of production of the spare parts: (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty	18.1	All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC; have "averages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
		18.2	The Purchaser shall have the right to make claims under the above warranty for the period as specified in the SCC after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
		18.3	In the event of a dispute by the Supplier, a counter-

			analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
		18.4	If, after being notified that the defect has been confirmed pursuant to GCC 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
		18.5	In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
		19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Purchaser, in the mode of payment specified in the SCC, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be as specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 17.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for tender validity extension, as the case may be.

		20.3	Prices payable to the Supplier, if subject to adjustment during Performance of the Contract to reflect changes in the cost of labour and material components shall be done in accordance with GCC 22.4.
		20.4	If in accordance with GCC 22.2and 22.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula: P1 =P0 [a + bL1/L0 +cM1/M0] - P0 where a + b + c = 1 in which: P1 =adjustment amount payable to the Supplier. P0 =Contract Price(base price). Contract Price and generally in the range of five (5) to fifteen (15) percent. b =estimated percentage of labour component in the Contract Price. c =estimated percentage of material component in the Contract Price. L0,L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows: a=[insert value of coefficient] b=[insert value of coefficient] c=[insert value of coefficient] Base date = thirty (30) days prior to the deadline for submission of the bids. Date of adjustment =mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions: (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment. (b) If the currency in which the Contract Price P0is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z0/Z1, where: Z0=the number of units of currency of the origin of the indices which equal toone unit of the currency of the Contract Price on the Base date, and Z1= the number of units of currency of the origin of the indices which equal to one unit of the currency of the C (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

21.	Change Orders and Contract Amendments	21.1	The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and/or d) the Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
		21.3	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		21.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC, any variation to the contract resulting from a value engineering proposal agreed between the parties.
22.	Assignment	22.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23.	Subcontracting	23.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		23.2	Subcontracts must comply with the provision of GCC Clause 38.
24.	Delays in the Supplier's Performance	24.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
		24.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		24.3	Except as provided under GCC Clause 28 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated

			damages.
25.	Liquidated Damages	25.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct form the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.
26.	Termination for Default	26.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		26.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or b) if the Goods do not meet the Technical Specifications stated in the Contract; or c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or d) The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and e) if the Supplier fails to perform any other obligations) under the Contract. f) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract. For the purpose of this clause: i) “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; iii) “collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission

			designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; v) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;
		26.3	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27.	Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		27.2	For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events

			may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
		27.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication` of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
28.	Termination for Insolvency	28.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
29.	Termination for Convenience	29.1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		29.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. For the remaining Goods, the Purchaser may elect:
		(a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
30.	Settlement of Disputes	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
		30.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after handover of the Assets under the Contract.
		30.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		30.4	Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective

			obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.
31.	Procedure for Disputes	31.1	The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		31.2	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 Purchaser and the Supplier, 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.
32.	Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
33.	Limitation of Liability	33.1	Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9, a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
34.	Notices	34.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic

			forms that provide record of the content of communication to the other party's address specified in SCC.
		34.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
35.	Taxes and Duties	35.1	A Supplier Supplying Goods from abroad shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		35.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		35.3	A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
36.	Suspension of Financing	36.1	In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Supplier are being made: a) The Purchaser is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice. b) If the Supplier has not received sums due it within the 28 days for payment provided for in GCC 21.3 [Payment], the Supplier may immediately issue a 14-day termination notice.
37.	Condition Precedent	37.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC.
		37.2	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Supplier a certificate of Contract commencement, which shall confirm the start date.
38	Certification of Goods in Accordance with Laws of the United Republic of Tanzania	38.1	If required under the Applicable Law, goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the SCC. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
		38.2	Unless otherwise specified in the SCC, the Contract shall become effective on the date ('the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
		38.3	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the

			Contract has not become effective pursuant to GCC 9.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

S/N	GCC Clause	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Definitions	1.1 (a)	The Arbitrator's Appointing Authority is Tanzania Institute of Arbitrators (TIArb).
		1.1 (h)	The end user of goods is Medical Stores Department (MSD).
		1.1 (m)	The final destination is Tanzania Health Centers
		1.1 (q)	The Procuring Entity is MEDICAL STORES DEPARTMENT.
		1.1 (s)	The Project Site is Medical Stores Department (MSD) - Headquarter, Dar es salaam-Tanzania.
2.	Application	2.4 (h)	No additional documents forming part of the contract are required.
3.	Nature and Period of Contract	3.2	The framework contract duration is 1095 days. The Commencement period is 7 days after signing the contract.
4.	Governing Language	4.1	The Governing Language shall be: English.
5.	Applicable Law	5.1	The Governing Law is Law of Tanzania.
6.	Country of Origin	6.2	All Countries which are not under US Embargo.
7.	Performance Security/Performance Securing Declaration.	10.1	The type and amount of Performance Security will be determined during the issuance of call off order.
		10.3	The performance security will be discharged: 10 percent of the Contract Amount.
8.	Packing	12.2	The following SCC shall supplement GCC Clause 12.2 The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
9.	Delivery and Documents	13.1 & 13.3	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and them send by courier the following documents to the Purchaser, with a copy to the insurance company: i.Three originals and two copies of the Supplier’s invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, loan number,Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal. ii. One original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Purchaser as [enter correct number of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non - negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multi modal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements; iii. Four copies of the packing list identifying contents of each package; copy of the Insurance Certificate, showing the

			Purchaser as the beneficiary; iv. Copy of the Insurance Certificate, showing the Purchaser as the beneficiary; v. One original of the manufacturer's or supplier's Warranty Certificate covering all items supplied; vi. One original of the supplier's Certificate of Origin covering all items supplied; vii. Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); For goods shipped by sea the following documents to be submitted immediately by email and original documents to be submitted at least 14 days prior to ship arrival. viii. Certificate of analysis/conformity for medical supplies and equipment to be included as the delivery document; ix. EFD receipt to be included for VAT registered suppliers (local; x. Endorsed Import permit to be included in the delivery documents for imported goods; and xi. A ny other procurement-specific documents required for delivery / payment purposes. Certificate of Analysis Supplier's delivery note Insurance Certificate Import Permit Bill of Landing Air way Bill Parking list Supplier's Invoice .
			For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) two originals and two copies of the Supplier's invoice, showing Purchaser, theContract number, loan number; Goods" description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal; (ii) Two copies of delivery note, railway consignment note, road consignment notes, truck or airway bill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser for customs purposes]and delivery through to final destination as stated in the Contract; (iii) C opy of the Insurance Certificate, showing the Purchaser as the beneficiary; (iv) F our copies of the packing list identifying contents of each package; (v) O ne original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) O ne original of the Supplier's Certificate of Origin covering all items supplied; (vii) O riginal copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six

			copies (where inspection is required); (viii) O ther procurement-specific documents required for delivery / payment purposes. Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance withSCC 17 (GCC 11.4) above. For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) two originals and two copies of the Supplier's invoice, showing Purchaser, theContract number, loan number; Goods" description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal; (ii) two copies of delivery note, railway consignment note, road consignment notes, truck or airway bill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser for customs purposes]and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); (viii) other procurement-specific documents required for delivery / payment purposes. Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 17 (GCC 11.4) above.
10.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
11.	Incidental Services	16.1	Incidental services to be provided are: **For goods manufactured in Tanzania:** Not Applicable . **For goods to be Imported:** Not Applicable
12.	Spare Parts	17.1	Not applicable.
13.	Warranty	18.1	Not applicable.
14.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in 0 in the following manner: (i) Advance Payment 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form provided in the tendering documents or another form acceptable to the Procuring Entity. (ii) On Shipment80 percent of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (iii) On Acceptance: 20 percent of the Contract Price of Goods received shall be

			paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. Payment of local currency portion shall be made in 100 within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
			Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering documents or another form acceptable to the Procuring Entity. (ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10. (iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
		19.3	Mode of Payment shall be Letter of Credit (LC) and Telegraphic Transfer (TT).
		19.4 & 19.5	All payments shall be made in The United States dollar and The Tanzanian Shilling.
15.	Prices	20.2	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. NOT_APPLICABLE.
16.	Change Orders and Contract Amendments	21.4	Not applicable.
17.	Liquidated Damages	25.1	Applicable rate: 0.1 per day of undelivered materials/good's value. Maximum deduction is equal to the performance security or ten percent (10%) of the contract sum in case performance declaration was used.
18.	Settlement of Disputes	32.1	The Appointing Authority of the Adjudicator is Tanzania Institute of Arbitrators (TIArb).
		30.3	Arbitration institution shall be: Tanzania Institute of Arbitrators (TIArb) Place for carrying out Arbitration Tanzania Institute of Arbitrators (TIArb),Dar es salaam - Tanzania.
19.	Procedures for Disputes	31.1	The biographical data of the proposed Adjudicator is as follows: Tanzania Institute of Arbitration (TIArb)- Dar es salaam, Tanzania.
		31.2	Rate of the Adjudicator fees shall be 230,000.00.
20.	Replacement of Adjudicator	32.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitrators (TIArb).
21.	Notices	34.1	Procuring Entity's address for notice purposes: P.O.BOX 9081, DAR ES SALAAM Supplier's address for notice purposes: The Supplier name and address will be determined after award.
22.	Conditions Precedent	37.1 & 38.3	Conditions Precedent for effectiveness of contract are Not Applicable.
23.	Certification of Goods in accordance with laws of the United Republic of Tanzania	38.1	Registration of goods is TMDA Certificate.
24.	Address of Regulators responsible for National Standards and Registration.	38.2	**Director General (DG)Tanzania** **Medicines and Medical Devices Authority (TMDA)** P.O. Box 1253, Dodoma or P.O. Box 77150, Dar es Salaam, Tanzania Telephone: +255 22 2450512 / 2450751 / 2452108Fax: +255 22 2450793 Email Address: info@tmda.go.tz

			Website: https://www.tmda.go.tz **Director General (DG)** **Tanzania Bureau of Standards (TBS)** P O Box 9524, Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam. Telephone: +255 22 2450206 Toll Free Number: 0800110827 Fax: + 255 22 2450959 Email Address: info@tbs.go.tz / Website:https://www.tbs.go.tz/ **Chief Government Chemist** **Government Chemist Laboratory Authority,** Physical Address: 5 Barack Obama drive, Postal Address: P.O. Box 164, Dar es Salaam. Tanzania. Tel: +255 22 2113383/4; Fax: +255 222113320; Email: gcla@gcla.go.tz Website: https://gcla.go.tz/ **The Director General** **Tanzania Atomic Energy Commission (TAEC),** P.O. Box 743, Block J, Plot No. 216, Njiro Arusha, Telephone: +255 272 970050 / 51 / 52 / 53 Mobile: +255 754 361221 (DG)Fax: +255 272 970054 E-mail : dg@taec.go.tz Website:https://www.taec.go.tz

Special Conditions of Contract

PHARMACEUTICALS

(Additional Clauses)

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

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses inthe GCC
	Delivery and Documents	13.1 & 13.3	***For Goods supplied from abroad**:* (ii) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied. (iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.

Special Conditions of Contract
VACCINES
(Additional Clauses)
The below data should be included in the **SCC** used in Tendering Documents for the procurement of vaccines.

SCC Number	**Information/Data Required**	**GCC Number**	**Amendments of, and Supplements to, Clauses inthe GCC**
	Delivery and Documents	13.1 & 13.3	***For Goods supplied from abroad:*** (ii) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
			(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
			(iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.
			For Goods from within the United Republic ofTanzania:
			One copy of the Lot Release Certificate issued by theNCA of the country of manufacture for each lot shipped.
	Warranty of Goods	18.1	The Purchaser reserves the right to request evidenceof bio-availability and/ or bio-equivalence data and / or evidence of the basis for expiration dating andother stability data concerning the goods to verify shelf life claimed for the Goods. If an adverse event following immunization (AEFI) occurs in the United Republic of Tanzania and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the United Republic of Tanzania, take stepsto advise the supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down bythe WHO for such situations will be used.

Special Conditions of Contract
CONDOMS

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

SCC Number	**Information/Data Required**	**GCC Number**	**Amendments of, and Supplements to, Clauses in theGCC**
	Inspection and Tests	11.1 & 11.2	(a) The Supplier shall test batches of Goods ready for shipment in accordance with the WHOspecification. The size of the sample for testing will be calculated by reference to ISO 2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of suchtests.
	Delivery and Documents	13.1 & 13.3	***For Goods supplied from abroad*:** (ix) original copy of quality control tests for eachconsignment as stated in SCC 9 above. (x) original copy of the certificate of inspection furnished to Supplier by nominated inspectionagency and six copies. [where separate inspection is required] ***For Goods from within the United Republic ofTanzania:*** i) Certificate of in-house analysis.

SECTION X: CONTRACT FORMS

1. Notice of Intention to Award a Contract.

[*Letterhead paper of the PE*]
Ref No: *[insert ref. no.]*..... Date: .....

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

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

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

Your tender was not considered for award of the contract due to the following reasons[1]

1) .....

2) .....

3) .....

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE: .....

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

2. Letter of Acceptance

[Letterhead paper of the PE]

[date]

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

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

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

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

3. Form of Framework Agreement

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

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

NOW THIS FRAMEWORK AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in this Framework Agreement.
2. The following attached documents shall be construed as forming part of thisFramework Agreement.
(a) Form of Agreement,
(b) Letter of Acceptance
(c) Minutes of Negotiations (if any)
(d) Form of Tender
(e) SpecialConditions of Contract,
(f)GeneralConditions of Contract,
(g) Specifications
(h) CompletedSchedules (including Price Schedules), and
(i)[Other relevant document(s): [List any]
3. The Supplier covenants with the Procuring Entity to supply the following goods in conformity with the provisions of contract:

Item code	Goods Description	UOM	Manufacturer/Country of Origin	Unit Price (Currency)
I**ncoterm: [Insert** Place of Destination **]**				

4. Inconsideration of the supply of goods, the Procuring Entity hereby covenants topay the Supplier the contract price at agreed unit price(s) indicated in paragraph three (3) above as may become payable under the provisions of the contract at the times in the manner prescribed by the Contract.
5. The Procuring Entity shall order from the Supplier the goods specified in the contract period as the need shall arise by issuing call off orders which shall be issued as notices and signed by the Procuring Entity and the Supplier. The quantities of goods specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment. Call off orders may be issued at any time during a period of thisFramework Agreement from the date of contract indicated in this FrameworkAgreement. Any order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
6. The Supplier shall deliver the goods as per delivery schedule stated in the Call off Order. Where the goods will be urgently needed and in the event theSupplier will be unable to deliver the goods within the indicated time frame, the Procuring Entity shall be at liberty to procure the goods from other alternative sources available.
7. The Supplier shall ensure the goods supplied shall be in good quality and standards and shall not be less than 80% or 24 months of the total shelf life at the time of delivery.
8. The Procuring Entity shall have right to inspect, test and, where necessary, reject the goods that fail to conform to specifications irrespective of having previously been inspected and passed before delivery to MSD.
9. In the event of rejection of the goods for any reason, the Supplier shall pick the rejected goods immediately and not more than seven working days (07) after the notice of rejection has been communicated. A daily storage charge shall be imposed on any unpicked goods after expiry of the grace period of seven working days as the Procuring Entity shall determine.
10. The Procuring Entity shall apply a vendor rating system through which the Supplier's performance will be continuously measured in respect of adherence to agreed delivery schedules, quality of consignments received, quality of communications during the contract period and all conditions of contract in general. Such performance rating shall be used in future evaluations and may influence future contract awards.
11.The Supplier shall deliver a Performance Security to the Procuring Entity within Fourteen (14) days after receipt of the Call off order. Performance security shall be ten (10) percent of the call off total price.
12. This Framework Agreement shall run for a period of(insert no. of months) effective from (insert start date) to (insert end date). The Department may invite new tenderers any time when needs arise.

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

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER **THE SUPPLIER**

Name: …… **Name: …….**

(*Authorized Representative***) (***Authorized Representative***)**

Designation:	**……**	**Designation:**	**…….**
Signature:	**……**	**Signature:**	**…….**
Date: ……		**Date:……**	
WITNESS		**WITNESS**	
Name:	**……**	**Name:**	**…….**
Designation:	**……**	**Designation:**	**…….**

4. PerformanceSecuring Declaration

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

To:*[insert **complete name of Purchaser**]*
I/We, the undersigned, declare that:

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

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.
Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*.
Name: *[insert **complete name of person signing the Performance Securing Declaration**]*
Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Supplier]***

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

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

5. Performance Security Form (Bank Guarantee)

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

Date: [insert*: date*]
IFT; [*insert: name or number of IFT]*
Contract:[*insert: name or number of Contract*]

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

Dear Sir or Madam:

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

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

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

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

This guarantee is valid until the: [*insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

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

6. Call Order Form

[Insert purchase order No.]

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

[Insert NAME and Address of the Supplier]

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

Reference is made to the above subject.

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

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

Goods Code GoodsDescription Unit of MeasureQuantity U/Price (insert currency) Total/Price (insert currency)

Total Price (insert applicable incoterms and place of destination]

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

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

Please submit Proforma Invoice and Bank Guarantee of10% total call off order value for LC Opening and TMDA permit application within 14 days from the date of signing this call off order. [insert other payment mode and terms where applicable]

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

a)For theProcuring Entity

Signature:_____ Date:_____ [Inset Department signatory] [insert Title of the signatory]

Witness: _____ Date:_____

[InsertDepartment witness] [insert title of the witness]

b)For the Supplier

Signature: _____ Date: _____

Name: _____ Designation:_____

Witness:_____ Date: _____

Name:_____ Designation:_____.

7. Performance Bond

[Guarantor letterhead]

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

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

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

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

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

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

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

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

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

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

SIGNED ON on behalf of
By in the capacity of
In the presence of
SIGNED ON on behalf of
By in the capacity of
In the presence of

8. Bank Guarantee Form for Advance Payment

Date: [*insert date*]
IFT: [*insert name and number of IFT*]
Contract: [*insert name and number of Contract]*

*To: [**insert name and address of Purchaser**]*
Dear Sir or Madam,
In accordance with the payment provision included in the Special Conditions of Contract (SCC), which amends GCC 23 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.
We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.
We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.
Yours truly,
Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

SECTION X: FORMS OF INTEGRITY

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

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

MEMORANDUM (Format1)

(T*he Public Procurement Act, Cap 410 and its Regulations.)*

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 attached

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

MEMORANDUM (Format 2)

(Made under the Public Procurement Act, Cap 410 and its Regulations.)

This company _____(name of 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')"

AuthorizedSignature:

Nameand Title of Signatory:

Nameof Tenderer:

Address:_____