



**THE UNITED
REPUBLIC OF
TANZANIA
MINISTRY OF
AGRICULTURE
TANZANIA OFFICIAL
SEED CERTIFICATION
INSTITUTE**



REQUEST FOR TENDER

TENDER No.: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

FOR

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

22/06/2026

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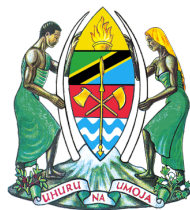
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LIST OF ABBREVIATIONS

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IFB	Invitation for Bidders
ITB	Instruction to Bidders
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCB	National Competitive Bidding
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity/Employer
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Condition of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SBD	Standard Bidding Document

INVITATION FOR TENDERS



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Name of Project: Agriculture and Fisheries Development Programme (AFDP) (AFDP)

Contract Title: Supply, installation and Commissioning of Laboratory Equipments at TOSCI Laboratories

Loan No./Credit No./Grant No.: 2000003669

Project Reference No.: 200000519

RFB Reference No.: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

22/06/2026

1. This Invitation for Tender follows the General Procurement Notice (GPN) that appeared on the IFAD website on 19/08/2025,, United Nations Development Business (UNDB) website on 11/ 09/2025 and the National e-Procurement System of Tanzania (NeST) dated 26/09/2025.
2. The United Republic of Tanzania has received financing from the International Fund for Agricultural Development (IFAD) towards the cost of Agriculture and Fisheries Development Programme (AFDP) and intends to apply a part of the financing for the purchase of these goods. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies, and procedures. IFAD and its officials, agents, and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses, and liability of any kind or nature brought by any party in connection with Agriculture and Fisheries Development Programme (AFDP) .

3. Agriculture and Fisheries Development Programme (AFDP) Agriculture and Fisheries Development Programme goal is to achieve self sufficiency in the sustainable production and supply of quality fish, fishery products and agricultural commodities for domestic and export market. The project aims to equip laboratories with modern laboratory equipment to enable effective and efficient seed testing activities. This will lead to availability of quality seed to farmers leading to high farm output. The project is expected to end in 2022.
4. The purchaser now invites sealed bids from eligible entities (bidders) for the Laboratory equipment to be delivered and installed within 90 days at TOSCI Laboratories in Morogoro, Mwanza, Mtwara, Njombe, Arusha and Tabora. More details on these goods and related services are provided in the schedule of requirements in this bidding document.
5. This IFB is open to all eligible tenderers who wish to respond. Subject to restrictions noted in the tendering document, eligible entities may associate with other tenderers to enhance their capacity to successfully carry out the procurement.
6. Tendering will be conducted using the International Competitive Tendering method, the evaluation procedure for which is described in this tendering document will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
7. Please note that a pre-tender conference will not be held as described in the tender data sheet (TDS), Section III of the tendering document.
8. A complete set of tendering document(s) in English may be accessed through NeST freely. Tenderers are required to register in NeST and pay the bid participation fees indicated in the NeST (<https://nest.go.tz/nest-tenderer/wallet/tender-charges>) to be able to participate in this tendering process. NeST payment user guide is made available in the NeST dashboard.
9. Tenders must be submitted electronically through NeST on or before 2:00 PM hours local time on 06/08/2026. Tender(s) will be opened promptly thereafter through NeST. Tender opening details will be available through NeST.
10. All tenders must be accompanied by a Tender Security in the form of Tender

Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 12,800,000.00.

11. Tenders not received or opened through NeST shall not be accepted for evaluation irrespective of the circumstances.

Director General

P. O. Box 1056 MOROGORO, Tiba Road



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REQUEST FOR TENDER

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

RFB No: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

Project: Agriculture and Fisheries Development Programme (AFDP) (AFDP)

Purchaser: TANZANIA OFFICIAL SEED CERTIFICATION INSTITUTE

Issued on: 22/06/2026

PART 1 – TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

ITB Clause Number & Required Information/Data	ITB Clause No.	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1. Scope of Tender	1.1	The purchaser has invited tenders for the procurement of goods and related services as specified in Section V - Schedule of Requirements. The name and identification number of the contract, and number and description of the lot(s), are specified in the tender data sheet (TDS).
	1.2	The purchaser of identified in the TDS , is not bound to accept any tender, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any tenderer.
2. Source of Funds	2.1	The borrower or recipient (hereinafter called “borrower”) specified in the TDS has received (or in appropriate cases “has applied for”) financing from the International Fund for Agricultural Development (“the Fund”) [if there is more than one donor agency, then The borrower or recipient (hereinafter called “borrower”) specified in the TDS has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“the Fund”) and other donor as specified in the TDS – the financing of which is being administered by the Fund] in various currencies equivalent to the amounts specified in the TDS towards the cost of the project named in the TDS , and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or any payment prohibited by a decision of the United Nations Security Council taken

		under Chapter VII of the Charter of the United Nations.
3. Prohibited Practices	3.1	The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any tenderers, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").
	3.2	For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices": a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party; b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party; d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party; e) "obstructive practice" is

		(i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.
	3.3	The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.
	3.4	In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and

		(iii) receive the proceeds of any loan or grant provided by the Fund ¹ . The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.
	3.5	In addition, the Fund has the right to, at any time, declare a mis-procurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.
	3.6	Tenderers, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected ² by auditors and/or investigators appointed by the Fund.
	3.7	The tenderer is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

	3.8	The tenderer shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the tenderer is awarded the contract, execution of the contract.
4. Sexual Harassment, Sexual Exploitation and Abuse	4.1	The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any tenderers, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows: a) "Sexual harassment" means any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment. b) "Sexual exploitation and abuse" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).
	4.2	Purchasers, suppliers and tenderers shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part

		of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.
	4.3	The tenderer or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.
5. Money laundering and Terrorist Financing	5.1	The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the purchaser, any tenderers, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.
6. SECAP Performance Standards	6.1	The resulting contract will be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), on https://www.ifad.org/en/secap .
7. Eligible Bidders and Conflict of Interest	7.1	This invitation for tenders is open to all suppliers from eligible source countries except as provided hereinafter as well as in the TDS .
	7.2	Any eligible entity may bid independently or in a joint

		venture (JV). In the case where a bidder is or proposes to be a JV a) all members shall be jointly and severally liable for the execution of the contract; and b) the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.
	7.3	A tenderer shall not have any actual, potential or reasonably perceived conflict of interest. A tenderer shall declare in the tender submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A tenderer with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The purchaser requires that the tenderer and the supplier hold the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a tenderer or supplier, including all parties constituting the tenderer or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and may be disqualified or the contract terminated if they: a) have, may have or might reasonably appear to have at least one controlling partner in common with one or more

		other parties in the process contemplated by this tendering document or the execution of the contract; or b) have, may have or might reasonably appear to have the same legal representative as another tenderer for purposes of this tender or execution of the contract; or c) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or d) participate, may participate or might reasonably appear to participate in more than one bid in this process; participation by a bidder in more than one bid shall result in the disqualification of all bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one bid; or e) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.
	7.4	A tenderer that has been engaged by the purchaser to provide goods, works or non-consulting services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to

		those goods, works or services. Conversely, a tenderer hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.
	7.5	A tenderer and the supplier shall have an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the tenderer, the termination of the Contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
	7.6	A tenderer or supplier, all parties constituting the tenderer or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 3 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.
	7.7	A tenderer or supplier, all parties constituting the tenderer or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB clause 7 will nonetheless

		be excluded if: a) as a matter of law or official regulation, the government prohibits commercial relations with the country of the tenderer or supplier (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the government prohibits the issuance of a payment.
8. Eligible Goods and Services	8.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries.
	8.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	8.3	The origin of goods and services is distinct from the nationality of the tenderer.

Note 1: For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

Note 2: Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or

individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

B. CONTENT OF THE TENDERING DOCUMENT

9. Sections of the Tendering Document	9.1	This tendering document consists of parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITT clause 11. Part 1 – Tendering and Selection Procedures Section I. Instructions to Tenderers Section II. Tender Data Sheet Section III. Qualification and Evaluation Criteria Section IV. Tender Forms Part 2 – Supply Requirements Section V. Schedule of Requirements Part 3 – Contract Forms Section VI. Contract Agreement and General Conditions of Contract Section VII. Special Conditions of Contract Section VIII. Contract Forms Section IX. Revised IFAD Policy on Preventing Fraud and Corruption.
	9.2	The invitation for tenders issued by the purchaser is not part of the tendering document.
	9.3	The purchaser is not responsible for the completeness of this tendering document and its addenda if they were not obtained directly from the source stated by the purchaser in the Invitation for tenders.
	9.4	The tenderer is expected to examine all instructions, forms, terms, and schedule of requirements in this tendering document. Failure to furnish all information or documentation required by this tendering document may result in the rejection of the tender.
10. Clarification of Tendering Document	10.1	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 before the tender submission deadline. 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.

		PE's response shall include a description of the inquiry without identifying its source. Should the clarification result in changes to the essential elements of this tendering document, the purchaser shall amend this tendering document following the procedure under ITT clause 11.
	10.2	The tenderer's designated representative is invited to attend a pre-tender conference, if provided for in the TDS. The purpose of the conference will be to clarify the issues and to answer questions on any matter that may be raised at that stage. The pre-tender conference may be mandatory or not, as provided for in the TDS.
	10.3	Minutes of the pre-tender conference, including the text of the questions and answers related to the conference, without identifying the source, shall be transmitted in writing to all tenderers who have registered or obtained the tendering document directly from the purchaser. Any modification to this tendering document that may become necessary as a result of the pre-tender conference shall be made by the purchaser exclusively through the issue of an addendum and not through the minutes of the pre-tender conference.
11. Amendment of Tendering Document	11.1	At any time prior to the deadline for submission of tenders, the purchaser may amend this tendering document by issuing addenda.
	11.2	All addenda issued shall be part of this tendering document and shall be communicated in writing to all tenderers that have registered or obtained the tendering document directly from the purchaser.
	11.3	To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the purchaser may extend the deadline for the submission of tenders at its sole discretion.

C. PREPARATION OF BIDS

12. Cost of Tendering	12.1	The tenderer shall bear all costs associated with the preparation and submission of its tenderer and contract finalization, and the purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
13. Language of Tender	13.1	The tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the purchaser, shall be written in the language specified in the TDS . Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the TDS , in which case, for purposes of interpretation of the tender, such translation shall govern.
14. Documents Comprising the Tender	14.1	The tender submitted by the tenderer shall comprise the following: a) All tender forms in accordance with Section IV - Tender Forms, including the tender submission form and the applicable price schedules for goods and related services; b) Tender security or tender-securing declaration, in accordance with ITT clause 23; c) written confirmation authorizing the signatory of the tender to commit the tenderer, in accordance with ITT clause 24; d) documentary evidence in accordance with ITT clause 19 establishing the tenderer's eligibility to tender; e) documentary evidence in accordance with ITT clause 20, that the goods and related services to be supplied by the tenderer are of eligible origin; f) documentary evidence in accordance with ITT clause 21 that the goods and related services conform to the tendering document; g) documentary evidence in accordance with ITT clause 21 establishing the tenderer's qualifications to perform the contract if its tender is accepted; and h) any other document as specified in the TDS.
15. Tender Submission Form and Price Schedules	15.1	The tender submission form and price schedules of goods and related services shall be prepared using the relevant forms furnished in the system. These forms must be completed without any alterations to its text, and no substitutes shall be accepted. All

		blank spaces shall be filled in with the information requested.
16. Alternative Tenders	16.1	Unless otherwise specified in the TDS , alternative tenders shall not be considered.
17. Tender Prices and Discounts	17.1	The prices and discounts quoted by a tender in the tender submission form and in the price schedules shall conform to the requirements specified below.
	17.2	The tenderer shall price through the system all items separately in the price schedules for goods as appropriate, shall be applied in accordance with ITT clause 33.
	17.3	The price to be quoted in the tender submission form, in accordance with ITT clause 17.1, shall be the total price of the tender, excluding any discounts offered.
	17.4	The tenderer shall quote any unconditional discounts and indicate the method for their application in the bid submission form, in accordance with ITT clause 17.1.
	17.5	The terms EXW, CIF, CIP, DAP and other similar terms shall be governed by the rules prescribed in Incoterms edition specified in the TDS published by the International Chamber of Commerce.
	17.6	Prices shall be quoted as specified in each price schedule for goods included in Section IV - Tender Forms and shall be entered in the following manner: a) The all-inclusive price of goods quoted CIP, including transportation, insurance and all services required to deliver the goods to their final destination specified in the TDS ; b) The price for each item comprising the related services as specified in the schedule of requirements (other than transportation, insurance and other services required to deliver the goods to their final destination).
	17.7	Prices quoted by the tenderer shall be fixed during a tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the TDS . In the case where prices are fixed, a tender submitted with "adjustable prices" shall be treated as non-responsive and shall be rejected, pursuant to ITT clause 32. However, if in accordance with 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.

	17.8	If so indicated in the TDS ITT 1.1, tenders shall be invited for individual contracts (lots) or for any combination of lots. Unless otherwise indicated 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 (discount) for the award of more than one contract (lot) shall specify the applicable price reduction in accordance with ITT clause 17.4 provided the tenders for all lots are submitted and opened at the same time.
	17.9	Clause 15 of the general conditions of contract (Section VI) sets forth the tax provisions of the contract. Tenderers should review this clause carefully in preparing their tender.
18. Currencies of Tender	18.1	The currency(ies) of the tender shall be as specified in the TDS .
	18.2	The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
19. Documents Establishing the Eligibility of the Tenderer	19.1	To establish their eligibility in accordance with ITT clause 7, tenderers shall complete the tender submission form (BSF1), included in Section IV - Tender Forms.
20. Documents Establishing the Eligibility of the Goods and Related Services	20.1	To establish the eligibility of the goods and related services in accordance with ITT clause 7, tenderers shall complete the country-of-origin declarations in the price schedule for goods forms (BSF2, BSF3), included in Section IV - Tender Forms.
	20.2	If so indicated in the TDS , a tenderer that does not manufacture or produce the goods it offers to supply shall submit the manufacturer's authorization using the form included in Section IV - Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the goods to supply these goods in the purchaser's country. In some cases, if so indicated in the TDS , the tenderer must be an original equipment manufacturer (OEM) and manufacture or produce the goods it offers to supply.
21. Documents Establishing the	21.1	To establish the conformity of the goods and related services to the tendering document, the tenderer shall furnish as part of its

Conformity of the Goods and Related Services and the Qualifications of the Tenderer		tender the documentary evidence that the goods conform to the technical specifications, including all requirements and standards specified in Section V - Schedule of Requirements.
	21.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification, including all requirements and standards, and if applicable, a statement of deviations and exceptions to the provisions of the schedule of requirements.
	21.3	A tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the period specified in the TDS , following commencement of the use of the goods by the purchaser. Unless specified otherwise in the TDS and Section III - Qualification and Evaluation Criteria, these prices shall not be included in the tender evaluation.
	21.4	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the purchaser in the schedule of requirements, are intended to be descriptive only and not restrictive. A tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the schedule of requirements.
	21.5	The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish, to the purchaser's satisfaction, the criteria specified in Section III - Qualification and Evaluation Criteria.
22. Period of Validity of Tenders	22.1	Tender shall remain valid for the period specified in the TDS after the tender submission deadline date prescribed by the purchaser. A tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
	22.2	In exceptional circumstances, prior to the expiration of the tender validity period, the purchaser may request tenderer's to extend the period of validity of their tenders. The request and the tenderer's

		responses shall be made in writing. If required, the tender security shall also be extended for a period of twenty-eight (28) days beyond the deadline of the extended bid validity period. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request shall not be required or permitted to modify its tender.
23. Tender Security	23.1	The tenderer shall submit as part of its tender, either a tender security (in its original form) or a tender-securing declaration, as specified in the TDS. If a tender security, it shall be in the amount and currencies specified in the TDS and shall: a) at the tenderer's option, be in the form of either irrevocable letters of credit, a bond or a bank guarantee substantially in the format of form of tender security (bank guarantee) included in Section IV - Tender forms; b) be issued by a reputable institution selected by the tenderer and located in any eligible country (as determined in accordance with GCC clause 7); c) be payable promptly upon written demand by the purchaser in case the conditions listed in ITT clause 23.2 are invoked; d) be submitted in its original form; copies will not be accepted; e) remain valid for a period of twenty-eight (28) days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT clause 22.2.
	23.2	Any tender not accompanied by a substantially responsive tender security (if required) in accordance with ITT clause 23.1 and 23.3, shall be rejected by the purchaser as non-responsive. The tender security may be forfeited: a) if a tenderer withdraws its tender during the period of tender validity specified by the tenderer on the tender submission form, except as provided in ITT clause 22.2; b) if a tenderer does not accept the correction of its tender price pursuant to ITT clause 33.2; or c) if the successful tenderer fails within the specified time to: (i) furnish the required performance security in accordance with GCC clause 16 as described in ITT clause 46; or (ii) sign the contract in accordance with ITT clause 45.
	23.3	The tender security of a joint venture must be in the name of the joint venture that submits the tender. If the joint venture has not

		been legally constituted at the time of tendering, the tender security shall be in the names of all future partners, or in the name of the designated representative (partner in charge or lead member) as named in the letter of intent or similar document in connection with the formation of the joint venture.
	23.4	A tender-securing declaration shall use the form included in Section IV - Tendering Forms.
	23.5	The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to ITT clause 40, and furnishing the performance security, pursuant to ITT clause 41.
	23.6	Upon receipt of the signed contract agreement and a valid performance security, the purchaser shall return the tender securities of unsuccessful tenderers.
	23.7	The tender security may be forfeited: a) if a tenderer: (i) withdraws its tender during the period of tender validity specified by the tenderer on the tender form, or (ii) does not accept the correction of errors pursuant to ITT clause 29.2; or b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with ITT clause 40; or (ii) to furnish performance security in accordance with ITT clause 41.
24. Format and Signing of Tender	24.1	The Tenderer shall prepare documents comprising the tender as described in ITT 14. 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 position of each signatory in accordance to the requirements of NeST. The authorization document(s) shall be duly notarized Power of Attorney in the format provided in Section V: Tendering Forms . Other acceptable authorization is/are listed in the TDS .
	24.2	The tenderer shall furnish information as described in the tender submission form (BSF1) Section IV on commissions and gratuities, if any, paid or to be paid to agents relating to this tendering document or its tender or to contract execution if the tenderer is awarded the contract.

D. SUBMISSION AND OPENING OF TENDERS

25. Deadline for Submission of Tenders	25.1	Tenders must be received by the purchaser at the address and no later than the date and time specified in the TDS .
	25.2	The purchaser may, at its discretion, extend the deadline for the submission of tenders by issuing an amendment in accordance with ITT clause 11, in which case all rights and obligations of the purchaser and the tenderers previously subject to the original deadline shall then be subject to the deadline as extended.
26. Late Tenders	26.1	NeST does not allow tenderers to submit their tenders after the deadline for submission of tenders in accordance with ITT 25 [Deadline for Submission of Tenders].
27. Withdrawal, Substitution, and Modification of Tender	27.1	A Tenderer may modify or substitute or withdraw its tender after it has been submitted to the PE through NeST. Such modification or substitution or withdrawal should be made before the deadline for submission of tenders. tenderer shall receive an acknowledgment receipt of any amendment of its submitted bid through the system.
	27.2	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 Tender Form. Withdraw of a tender during this interval shall result in the execution of a Tender Securing Declaration, according to the ITT 18.1 [Tender Security or Tender Securing Declaration].
	27.3	Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.
28. Tender Opening	28.1	The opening shall be done automatically by the system after the deadline date and time, readout prices shall be displayed automatically in the respective portal. Automated opening reports shall be sent to all involved

		parties including the PE and Tenderers.
		A tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.

E. EVALUATION AND COMPARISON OF TENDERS

29. Confidentiality	29.1	Information relating to the evaluation of tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.
	29.2	Any effort by a Tenderer to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Tender.
	29.3	Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tendering process, it should do so in writing.
30. Clarification of Tenders during Evaluation	30.1	To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Purchaser may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.
	30.2	If a Tenderer does not provide clarifications of its Tender by the date and time set in the Purchaser's request for clarification, its Tender may be rejected.
31. Deviations, Reservations, and Omissions	31.1	During the evaluation of Tenders, the following definitions apply: (a) “Deviation” is a departure from the requirements specified in the tendering document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document;

		and (c) “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.
32. Determination of Responsiveness	32.1	The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
	32.2	A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) if accepted, would: • (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or • (ii) limit in any substantial way, inconsistent with the tendering document, the Purchaser’s rights or the Tenderer's obligations under the Contract; or (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
	32.3	The Purchaser shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
	33.4	If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Purchaser and may not subsequently be made

		responsive by correction of the material deviation, reservation, or omission.
33. Nonconformities, Errors and Omissions	33.1	Provided that a Tender is substantially responsive, the Purchaser may waive any nonconformities in the Tender.
	33.2	Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities 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.
	33.3	Provided that a Tender is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities 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, by adding the average price of the item or component quoted by substantially responsive Tenderers. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Purchaser shall use its best estimate.
34. Conversion to Single Currency	34.1	For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the TDS .
35. Examination of Terms and Conditions and Technical Evaluation (Non-Price evaluation criteria)	35.1	The purchaser shall examine the tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the tenderer without any material deviation or reservation.

	35.2	The purchaser shall evaluate the technical aspects of the tender, to confirm that all requirements specified in the schedule of requirements of the tendering document have been met without any material deviation or reservation.
	35.3	If, after the examination of the terms and conditions and the technical evaluation, the purchaser determines that the tender is not substantially responsive in accordance with ITT clause 31, it shall reject the tender only substantially responsive bids as a result of the technical evaluation shall be admitted further into detailed financial tender evaluation.
	35.4	If the method of evaluation is the merit point system, then the purchaser shall assign the technical merit points of each responsive tender in accordance with the criteria in Section III Evaluation and Qualification.
36. Financial Bid Evaluation (Price-related criteria)	36.1	If so indicated in the TDS , the tendering document shall allow tenderers to quote separate prices for one or more lots, and shall allow the purchaser to award a tenderer with one or more lots. The methodology of evaluation to determine the best value of the lot combinations is specified in Section III - Qualification and Evaluation Criteria.
	36.2	The purchaser shall use the tender evaluation methodology and tender evaluation criteria listed in this clause, as supplemented by the provisions of the TDS and Section III - Qualification and Evaluation Criteria. No other evaluation criteria or methodologies shall be permitted.
	36.3	In the case of the merit point system, the evaluated tender price, after application of applicable tender evaluation criteria and domestic preference if so permitted in TDS 38, shall be converted into price merit points as per the methodology described in

		Section III - Qualification and Evaluation and the TDS .
	36.4	The purchaser's evaluation of a tender will exclude and not take into account: a) any taxes other than taxes already paid in connection with the importation of goods manufactured outside of the purchaser's country that are already imported; and b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
37. Evaluation and Comparison of Tenders.	37.1	The purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT clause 30, 31, 32 & 33.
	37.2	The purchaser's evaluation of a tender will exclude and not take into account: a) in the case of goods manufactured in the purchaser's country or goods of foreign origin already located in the purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the tenderer; and
	37.3	The purchaser shall then apply the tender evaluation criteria, if any, as indicated in the TDS and thereafter compare the evaluated prices of all substantially responsive tender established in accordance with ITT 37.2, ITT 18 and ITT 30,31,32 and 33 to determine the tender with the "best value for money". The comparison

		shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices after applying the aforementioned stipulated tender evaluation criteria, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
	37.4	Tenders shall be evaluated on item-by-item basis if so indicated in the TDS . Otherwise, if tenders are being invited for individual lots (contracts) or for any combination of lots (packages) then the tender evaluation shall be on lot-by-lot basis. 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 discounts for the award of more than one Contract (lot) shall specify in their tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 17 provided the tenders for all lots (contracts) are opened at the same time. The purchaser, after calculating the impact of the offered discounts by the various tenderers, shall determine the combination of contract awards that will result in the lowest overall cost of the entire procurement covered by this invitation to tender.
	37.5	The purchaser shall compare all substantially responsive tenders to determine the tender or the lot-combination that offers the best value for money, in accordance with ITT clause 36. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices plus cost of inland

		transportation and insurance to place of destination for goods manufactured within the borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
	37.6	In the case of use of the merit point system, the tender scoring the highest merit points will be recommended for award subject to verification of the qualification of the tenderer submitting this tender.
38. Domestic Preference	38.1	Unless otherwise specified in the TDS , domestic preference shall not be a factor in the tender evaluation of any tender submitted.
39. Abnormally Low Tenders	39.1	An abnormally low tender is one where the tender price, in combination with other constituent elements of the tender ,appears unreasonably low to the extent that the tender price raises material concerns with the purchaser as to the capability of the tenderer to perform the contract for the offered tender price.
	39.2	In the event of identification of a potentially abnormally low tender, the purchaser shall seek written clarification from the tenderer, including a detailed price analysis of its tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
	39.3	After evaluation of the price analysis, in the event that the purchaser determines that the tenderer has failed to demonstrate its capability to perform the contract for the offered tender price, the purchaser shall reject the tender.
40. Post-Qualification	40.1	The purchaser shall determine to its satisfaction whether

of the Tenderer		the tenderer who is selected as having submitted the substantially responsive tender which offers the best value for money is qualified to perform the contract satisfactorily.
	40.2	The determination shall be based upon an examination of the documentary evidence of a tenderer's qualifications submitted by a tenderer and the qualification criteria indicated in Section III - Qualification and Evaluation Criteria.
	40.3	The purchaser reserves the right to request additional information with which to conduct a risk assessment of legal, technical and financial capacity of the tenderer that is selected for contract award. The selected tenderer if requested, shall demonstrate that: a) is not involved in any litigation in respect of its bankruptcy, re-adjustment or liquidation; b) has a record of successful completion of similar contracts as requested in Section III - Qualification and Evaluation Criteria; and c) has an average annual turnover, or other evidence of financial strength reasonably sufficient to perform a contract in the amount of the tender as requested in Section III - Qualification and Evaluation Criteria.
	40.4	An affirmative determination shall be a pre-requisite for award of the contract to a tenderer. A negative determination shall result in disqualification of the tender, in which event the purchaser shall proceed to the tender with the next lowest evaluated price to make a similar determination of that tenderer's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

41. Award Criteria	41.1	Subject to ITT 1.2, the Purchaser shall award the Contract to the Tenderer offering the Most Advantageous Tender. The Most Advantageous Tender is the tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be: (a) substantially responsive to the tendering document; and (b) the lowest evaluated cost.
42. Purchaser's Right to Vary Quantities at Time of Award	42.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the TDS and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
43. Notification Intention of Award	43.1	Prior to the expiration of the period of tender validity, the purchaser shall send the notice of intent to award to the successful tenderer. The notice of intent to award shall include a statement that the purchaser shall issue a formal notification of award and a draft contract agreement after the expiration of the period for filing a tender protest by unsuccessful tenderers and the resolution of any tender protests and/or appeals that are submitted thereof. Delivery of the notice of Intent to award shall not constitute the formation of a contract between the purchaser and the successful tenderer and no legal or equitable rights shall be created through the delivery of the notice of intent to award.
	43.2	At the same time when it issues the notice of intent to award, the purchaser shall also notify, in writing, all other tenderers of the results of the tender evaluation. The purchaser shall promptly

		respond in writing to any unsuccessful tenderer who, after receiving notification of the tendering results, makes a written request for a debriefing, or submits a formal protest as provided in the IFAD procurement handbook or the borrower's regulation
44. Bid Protests	44.1	Tenderers may protest the results of a procurement only in accordance with the rules and within the time periods established in the module M of the IFAD Procurement Handbook. In case the time periods/deadlines for submitting a protest under the borrower's national procurement system differ from those stipulated in the IFAD Procurement Handbook, the borrower's regulation shall apply.
45. Notification of Award	45.1	Upon expiration of the period for timely filing and the resolution of any tender protests (and appeals, as applicable) and prior to the expiration of the period of tender validity, the purchaser will notify the successful tenderer in writing by registered letter that its tender has been accepted through a notification of award letter.
	45.2	Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.
	45.3	Upon the successful tenderer furnishing of the performance security pursuant to ITT clause 41, the purchaser will promptly notify the name of the winning tenderer to each unsuccessful tenderer and will discharge its tender security, pursuant to ITT clause 20.
46. Signing of Contract	46.1	At the same time as the purchaser notifies the successful tenderer that its tender has been accepted, the purchaser will send the tenderer the contract form provided in the tendering documents, incorporating all agreements between

		the parties.
	46.2	Within fourteen (14) days of receipt of the contract form, the successful tenderer shall sign and date the contract and return it to the purchaser.
47. Performance Security	47.1	Within fourteen (14) days of the receipt of notification of award from the purchaser, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, as per the performance security form provided in the tendering documents, or in another form acceptable to the purchaser.
	47.2	Failure of the successful tenderer to comply with the requirement of ITT clause 40.2 or ITT clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the purchaser may make the award to the next lowest evaluated tenderer or call for new tenders after getting IFAD's no objection whenever applicable.
48. Publication of Award and Return of Tender Securities	48.1	Upon receipt of the signed contract agreement and a valid performance security, the purchaser shall return the tender securities of unsuccessful tenderers and shall publish in UNDB online, and on the IFAD's website, the results identifying the tender and the following information: a) the name of the winning tenderer; b) the price of the winning tender and the price of the contract award; and c) the duration and the summary scope of the contract awarded.

G. REVIEW OF PROCUREMENT DECISIONS

49. Right to Review	49.1	A Tenderer who claims to have suffered or may suffer any loss or injury as a result of a breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
50. Time Limit on Review	50.1	The Tenderer shall submit an application for review within seven (7) calendar days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
51. Submission of Applications for Review	51.1	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).
	51.2	For PEs with delegated Procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electronically served to the Delegated Accounting Officer and PPRA.
	51.3	The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation, or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision have 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.

	51.4	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
52. Decision by the Accounting Officer (AO) of PE	52.1	The Accounting Officer (AO) of a PE shall, within seven (7) Calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	52.2	Where the Accounting officer of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority] within seven (7) Calendar days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
53. Review by the Public Procurement Appeals Authority	53.1	Complaints or disputes which: (a) are not settled within the specified period under ITT 47.1 [Decision by the Accounting Officer of PE]; (b) are not amicably settled by the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to ITT 39 [Notification of Award], shall be referred to the Public Procurement Appeals Authority (PPAA) within seven (7) Calendar days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 47.1 [Decision by the Accounting Officer of a PE] or when

		the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 45.1 [Time Limit on Review]. The address for Appeals to PPAA is as indicated in the TDS:
	53.2	The Appeals Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any
	53.3	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 II: BID DATA SHEET (BDS)

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

A. GENERAL

BDS Clause	BDS Clause Description	ITB Sub-Clause	ITB Description
1	Scope of Tender	1.1	The name and identification of the proposed contract is: Tender Reference No.: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.. Tender Description: Supply, installation and Commissioning of Laboratory Equipments at TOSCI Laboratories The number and description of the lot(s) is: Not Applicable.
2	Purchase Identification	1.2	The purchaser is TANZANIA OFFICIAL SEED CERTIFICATION INSTITUTE.
3	Source of Fund	2.1	The Name of the Borrower: Government of the United Republic of Tanzania. Other Financing Institution Names other than IFAD are not Applicable. Total Amount of Financing: USD 58,850,000. The name of the project is: Agriculture and Fisheries Development Programme (AFDP) AFDP.
4	Non-Eligible Countries	7.1	At present tenderers from the following countries are excluded from tendering (as per national law of the borrower/recipient country and/or UN Security Council resolutions): Countries Declared in eligible by IFAD.

B. CONTENTS OF BIDDING DOCUMENTS

5	Pre-Tender Meeting	10.2	The pre-tender meeting shall not take place.
6	Tender Language	13.1	The tender shall be written in English. Supporting technical literature shall be translated into English.

C. PREPARATION OF TENDERS

7	Additional Tendering Document(s)	14.1(h)	A tenderer shall submit with its tender the following additional documents which will comprise a part of the tender: Not Applicable.
8	Alternative Tenders	16.1	Not Applicable
9	Incoterms	17.5	The Incoterms edition is Incoterms 2020.
10	Final Destination of Goods	17.6(a)	The final destination of goods is: Morogoro, Njombe, Arusha, Mwanza, Tabora, Mtwara
11	Fixation of Price	17.7	The prices quoted by a tenderer shall be fixed for the duration of the contract.
12	Tender Price on Lot	17.8	Prices quoted for each lot (contract) shall correspond to 100 percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond to 100 percent of the quantities specified for this item of a lot.
13	Tender Currency	18.1	The currency(ies) of the tender shall be as follows: The Tanzanian Shilling .
14	Documents Establishing the Eligibility of the Goods and Related Services	20.2	Inspection reports.
15	Spare Parts Requirement Period	21.3	The list of spare parts, special tools, etc., shall cover a period of 0 years from the date of acceptance of the goods by the purchaser.
16	Tender Validity Period	22.1	The tender validity period is 120 days .

17	Tender Security or Securing Tender Declaration	23.1	Tender Security type shall be Tender Security - Bank Guarantee. The amount of Tender security is: 12,800,000.00. The currency of Tender security is: The Tanzanian Shilling.
18	Authorization Document	24.1	The written confirmation of authorization to sign on behalf of and bind the tenderer shall consist of: Power of Attorney.

D: SUBMISSION OF TENDERS

19	Deadline for Submission of Tender	26.1	The deadline for submission of tenders is as follows: Date: 06/08/2026 Time: 2:00 PM hours local time. Tender opening shall be online through the system.
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E. EVALUATION AND COMPARISON OF TENDERS

20	Tender Conversion Currency	34.1	The currency that shall be used for tender evaluation and comparison is: Tanzania Shillings. The basis for conversion shall be the Bank of Tanzania. The date for the exchange rate shall be the Tender Invitation Date.
21	Financial Tender Evaluation	36.1	Evaluation will be based upon: Tenders will be evaluated on a complete contract basis. Tenders will be evaluated on a complete contract basis.
22	Financial Tender Evaluation	36.2	The tender evaluation will be in accordance with best value for money (VFM) tender evaluation criteria: The award criteria shall be based on the lowest evaluated price (compliance method with no deviations allowed whatsoever).
23	Domestic Preference	38.1	Domestic preference shall not be a factor in evaluation.

F. AWARD OF CONTRACT

27.	Performance Security/Performance Securing Declaration	47.1 & 47.2	Performance Security - Bank Guarantee shall be applicable. The amount of Performance Security shall be 10 percent.
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G. RIGHT TO REVIEW

25.	Address to Submit an Appeal to PPAA	53.1	The address for the Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4 th Floor Jakaya Kikwete Road P.O. Box 1385, Dodoma Tanzania Telephone +255 26 2962411 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website: www.ppaa.go.tz
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SECTION III: EVALUATION AND QUALIFICATION CRITERIA

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the currency equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established; or
- value of the single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

EVALUATION AND QUALIFICATION CRITERIA

- **Commercial Evaluation**

1. Eligibility

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

Bidders 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	2023-01-01
Litigation History End Year	2025-12-31

- **Completion Period (SCORE: Comply/Not Comply to specified minimum requirements)**

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

Completion Time (Days)	90
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2. Standard Tender Forms

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

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

Tender Validity Period (Days)	120
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- **Notarized Special Power of Attorney (SCORE: Comply/Not Comply to**

specified minimum requirements)

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

- **Tender Security - Bank Guarantee (Electronic or Manual) (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderer should submit tender security - bank guarantee as per instructions to tenderers. For guarantee issued by NMB Bank tenderers are required to use electronic option, while for other banks use manual option.

Amount of guarantee	12800000
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3. Financial Situation and Performance

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

The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the period stated shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

Financial Statement Start Date	2023-01-01
Financial Statement End Date	2025-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	N/A
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	N/A
Maximum Debt to Equity Ratio [Total	N/A

Liabilities(TL)/Total Equity(TE)]	
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	N/A

- **Average Annual Turnover (SCORE: Comply/Not Comply to specified minimum requirements)**

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	1000000000
Turnover Start Date	2023-01-01
Turnover End Date	2025-12-31

- **Technical Evaluation**

1. **Experience**

- **Current Contract Commitment (SCORE: Comply/Not Comply to specified minimum requirements)**

Bidder must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In the case of a Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2023-01-01
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Current Commitment End Year	2025-12-31
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- **Specific Experience (SCORE: Comply/Not Comply to specified minimum requirements)**

Bidder is required to provide details of their previous and ongoing contracts to evidence their specific experience in the supply of goods.

Specific Experience	Supply of Laboratory Equipment
Specific Experience Start Year	2022-01-01
Specific Experience End Year	2025-12-31
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	480000000

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

Bidder should provide details of their previous and ongoing contracts to evidence their general experience in the supply of goods.

General experience start date	2023-01-01
General experience end date	2025-12-31
Number of contract	N/A
Contract value in the specified currency	N/A

- **General Experience in Key Activities (SCORE: Comply/Not Comply to specified minimum requirements)**

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration

and with the minimum experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

Employer's Name and Contact	Employer Name and Contract
Project Description	Project Description
Project Amount	Project Amount
Project Start Date	2023-01-01
Project End Date	2025-12-31
Key Activities	What were the activities
Roles in Contract	What were the roles in a contract
Key Personnel	Who were the key personnel in the project

2. Technical Specifications

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

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

3. Delivery Schedule

- **Delivery Period (SCORE: Comply/Not Comply to specified minimum requirements)**

Bidders must comply with the delivery period specified by the procuring entity unless an alternative delivery schedule has been allowed.

Delivery Period	90
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- **Financial Evaluation**

1. **Price Schedule**

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

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

Section IV - BIDDING FORMS

Form of Tender

(This form will be available in the system during tender submission)

Special Power of Attorney

(Form is available in the system during tender submission)

[Tenderer's Header]

STANDARD POWER OF ATTORNEY

[This form shall be used by firms]

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*,

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

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

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

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

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

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

.....

SEALED and DELIVERED by the

Common Seal of *[insert name of the Donor/coy]*

This *[insert date, month and year]*

DONOR

BEFORE ME:

COMMISSIONERFOR OATHS

ACKNOWLEDGEMENT

I [insert name of Donee] doth herebyacknowledge and accept to be Attorney of the said [insert name of the company/donor] under the terms and conditionscontained in this POWER OF ATTORNEY and I promise to perform and discharge myduties as the lawfully appointed Attorney faithfully and honestly.

SIGNED ANDDELIVERED by the said

[Insert name of Donee] Identified to me

by [insert name]

The latterknown to me personally

This [insert date, month and year],

DONEE

BEFORE ME

COMMISSIONERFOR OATHS

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The Bidder shall include it in its Bid if so indicated in the BDS.]

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Bidder's Qualification

(The Bidder shall provide the information requested in the system)

Bidder Information

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of “ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. “ In the case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. “ In the case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Information Form for JV Bidders

(to be completed for each member of the Joint Venture)

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in the country of the constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of the original documents of “ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. “ In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Financial Capacity of the Bidder

[The bidder's financial capacity to supply the required goods is imperative. The bidder is required to provide information on its financial status. This requirement can be met by submission of audited financial statements for the last three (3) years, supported by audit letters.

Failure to submit the documents as evidence of financial capacity will result in the rejection of the bid.

If the bid is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements.

The purchaser reserves the right to request additional information about the financial capacity of the bidder. A bidder that fails to demonstrate through its financial records that it has the financial capacity to supply the required goods may be disqualified.]

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria
We: “ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations “ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations “ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. “ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. “ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) <i>[attach details as appropriate]</i> .

Price Schedule Forms

(This will be available in the system during bid submission)

Form of Bid Security

(Bank Guarantee)

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

[Guarantorletterhead or SWIFT identifier code].

Beneficiary:*[Purchaserto insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

AlternativeNo.:*[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.:*[Insert guarantee reference number]*

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to theBeneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore,we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended dateprovided by the Applicant; or
- (b) having been notified of the acceptance of itsBid by the Beneficiary prior to the expiry date of the Bidvalidity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii)furnish the performance security, in accordance with the Instructions toBidders ("ITB") of the Beneficiary's bidding document.

Thisguarantee will expire: (a) if the Applicant is the successful Bidder, upon ourreceipt of copies of the Contract agreement signed by the Applicant and theperformance security

issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]* [\[1\]](#) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or
 - (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry
-

date of the Bid validity or any extensionthereto provided by the Applicant has failed to: (i)execute the Contract agreement; or (ii) furnish the Performance Security, inaccordance with the Instructions to Bidders (“ITB”) of the Purchaser’s biddingdocument.

then the Surety undertakes to immediately pay to the Purchaser up tothe above amount upon receipt of the Purchaser’s first written demand, withoutthe Purchaser having to substantiate its demand, provided that in its demandthe Purchaser shall state that the demand arises from the occurrence of any ofthe above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in fullforce and effect up to and including the date 28 days after the date of expiry ofthe Bid validity set forth in the Principal’s Letter of Bid or any extensionthereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused thesepresents to be executed in their respective names this ____ day of _____20__.

Principal:_____ Surety:_____
Corporate Seal (whereappropriate)

(Signature) (Signature)
(Printed name and title) (Printedname and title)

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form inaccordance with the instructions indicated.]

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

Bid No.: [number of RFB process]

Alternative No.: *[insertidentification No if this is a Bid for an alternative]*

To: [complete name of Purchaser]

We, theundersigned, declare that:

We understand that, according to yourconditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

[\[1\]](#) The amount of the Bond shall be denominated in the currency of the Purchaser's Country or the equivalent amount in a freely convertible currency.

PART 2: SUPPLY REQUIREMENTS

SPECIFICATIONS

Tender Number: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

List of related files, including specifications, drawings, etc.

LOT NO. 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

GFS Code: 31122145 - Laboratory equipment and instruments

Refrigerated Centrifuge

Technical Requirements	Description
Specifications for High-Speed Refrigerated Microcentrifuges	1. Speed/RCF: Maximum speed typically ranges from 15,000 RPM to over 23,000 RPM, achieving relative centrifugal force (RCF) between 21,000 x g and 33,000 x g. 2. Temperature Range: -20°C to +40°C or -10°C to +40°C, with fast-cooling functionality to reach quickly. 3. Capacity: Standard rotors accommodate 24 x 1.5/2.0 mL, with options for 0.2 mL, 0.5 mL, 5 mL, and PCR strip tubes (8 x 8-tube strips). 4. Motor/Drive: Maintenance-free brushless DC motors, ensuring quiet operation (≤ 56 dB) . 5. Timer & Control: Microprocessor-controlled with digital displays, timer settings (e.g., 30s to 99 min), and pulse/short spin functions. 6. Safety Features: Automatic rotor

	identification, imbalance cut-off, dual door interlocks, and over-temperature detection. 7. Acceleration/Deceleration: Multiple acceleration/deceleration steps (often 9-15 steps) to protect sensitive samples.
Common Features	1. Fast Cooling: Pre-cooling functionality to reach 4°C rapidly (e.g., in < 5 min). 2. Condensate Drainage: Built-in drains to manage moisture, preventing water accumulation. 3. Aerosol-tight Rotors: Option for airtight rotors to enhance biosafety.

Pipette

Technical Requirements	Description
Specifications & Features	1. Volume Range: Micro tips (0.1-1000 µL) and Macro tips (5-10µL). 2. Filter Tips: Prevent aerosol cross-contamination, crucial for PCR and molecular biology. 3. Low Retention: Hydrophobic surface minimizes sample adhesion, optimizing recovery of viscous or detergent-containing liquids. 4. Material: Medical-grade polypropylene (PP) for chemical resistance and structural integrity. 5.

	Form Factor: Standard, Extended (for deep vessels), and Wide-bore (for viscous samples/cell culture). 6. Sterility & Purity: Available pre-sterilized (EO or autoclaved) and certified free of RNase, DNase, DNA, and pyrogens. 7. Packaging: Bulk (bags), racked (96/tray), and reload systems to reduce waste
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Microcentrifuge (benchtop)

Technical Requirements	Description
Specifications	1. Max Speed: Typically 13,000 to 15,000+ RPM. 2. Maximum RCF: Generally up to 21,000 x g, with some models exceeding 30,000 x g. 3. Capacity: Common capacities are 24 x 1.5/2.0 mL tubes, with options for PCR strips or 5 mL tubes. 4. Temperature Range (Refrigerated Models): Often from - 10°C to + 40°C. 5. Timer: 1s – 99min or 1s – 99h 59m 59s with continuous run. 6. Noise Level: Low-noise operation, generally under 60 dB(A).
Key Features	1. Rotor Types: Fixed-angle rotors (common) and swing-out rotors. 2. Safety: Automatic lid locks, imbalance detection, and certified aerosol-tight rotor lids for handling hazardous

	samples. 3. Control: Microprocessor-controlled with digital displays (LCD), programmable memory settings, and quick-spin functions. 4. Acceleration/Deceleration: Rapid, often in under 15 seconds.
Standard Bench-top Model	1. Max. RCF: 21,300 x g.2. Max. Speed: 15,060 RPM.3. Capacity: 24 x 1.5/2.0 mL.4. Dimensions: ~25 x 30 x 40 cm.5. Weight: ~20-30 kg
Applications	1. Cell Pelleting: Concentrating cells. 2. DNA/RNA Extraction: Nucleic acid purification. 3. Protein Isolation: Separating proteins. 4. Sample Prep: Quick spin-downs and microfiltration.

Sieves

Technical Requirements	Description
Specifications	1. Aperture/Mesh Size: Ranges from 100mm to 2um for woven wire. 2. Material: Generally stainless steel, brass for frames, and stainless steel for mesh to avoid corrosion. 3. Frame Diameters: Standard sizes include Standard sizes include 200 mm, 300 mm, 100 mm and 8 inches 4. Mesh Type: Woven wire (most common), perforated plate (square/round holes for coarse materials), and electroformed (fine particles). 5. Standards: ASTM E11 (US) and ISO 3310-1 (International) specify tolerances for openings and wire diameter

Laboratory Chair

Technical Requirements	Description
Technical Specifications	1. Material: Chemical-resistant, easy-to-clean, non-porous materials like integral foam (PU), vinyl, or polished aluminum. 2. Height Adjustment: Pneumatic gas lift ranging from ~42–83 cm depending on worktable height (standard vs. high stool). 3. Ergonomics: Adjustable seat tilt (for microscope work), adjustable backrest (height and angle), and lumbar support. 4. Base & Stability: 5-star base with glides or "load-locking" safety castors (which lock when sitting) to prevent instability. 5. Safety Features: Often includes a foot ring for high stools and antimicrobial materials. 6. Weight Support: Commonly engineered to support at least 350 lbs (150 kg).
Specific Model Examples	1. High Lab Chair (e.g., Labbox): 50–70 cm adjustable seat, anti-slip PU material, polyamide base with glass fiber, optional armrest. 2. ErgoSit High Version: 56–81 cm height, integral foam, Cleanroom Class 3 (ISO 14644-1). 3. TechSit TS8331: 59–83 cm seat height, 41-48 cm back height, heavy-duty ergonomic design.
Design Standards	1. Surface: Must be seamless or minimal seams to facilitate cleaning. 2. Suitability: Office chairs are generally not suitable for labs due to contamination and durability concerns.

Field camera

Technical Requirements	Description
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Digital Field Camera Specifications	1. Sensor Type & Size: Medium Format CMOS (e.g., 50MP to 150MP), significantly larger than full-frame for superior dynamic range and resolution. 2. Resolution: Typically 50MP to 250MP + (e.g., 14,204 X 10,652 pixels). 3. Lens Compatibility: Dedicated, high-resolution field lenses or electronic shutter lenses (e.g., Rodenstock) designed for, or adapted to, medium-format digital backs. 4. Shutter Type & Speed: Electronic or leaf shutters (e.g., 34 min to 1/1000s) to allow for long exposures and precise control. 5. ISO Sensitivity: Low base ISO (e.g., ISO 100) for maximum quality, up to 6400+. 6. Data Storage: XQD, CFexpress, or SD card slots. 7. Tethering & Connectivity: USB-C, Ethernet, and/or Wireless (Wi-Fi) for remote control and immediate transfer to Capture One. 8. Build & Environment: High-grade materials (e.g., aluminum, ebony wood) with extensive weather sealing (IP-65 rating common in industrial, but high-end field cameras focus on robust build). 9. Screen & Viewfinder: High-resolution rear display for Live View and 16-bit color viewing.
Considerations for Field Cameras	1. Dynamic Range: Superior 14-16 stops for high-contrast landscapes.

	2. Portability vs. Resolution: While high-end field cameras are designed for portability, they are significantly heavier than standard DSLRs, optimized for tripod use. 3. Live View/Tethering: Critical for focusing and reviewing composition, especially for architectural or landscape work
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Seed sampling Moisture proof container

Technical Requirements	Description
Specifications for Moisture-Proof Containers	1. Airtight & Leak-Proof Closure: The most critical specification is a secure, airtight seal. Screw-type caps, plastic, or metal lids are required to prevent air exchange. 2. Material Compatibility: Containers must be chemically inert, ensuring they do not react with or contaminate the sample. a) Metal (Aluminum/Tinned Cans): Ideal for samples requiring high-temperature drying or when plastic is unsuitable. 3. Capacity: Sizes typically range from small vials (e.g., 50-100 ml) for high-value samples up to larger 1qt-4qt cans (approx. 1-4 liters) for bulk samples. 4. Shape: Wide-mouth openings are preferred for ease of filling and to facilitate removing the sample for testing. 5. Structure: Straight-sided to prevent tipping, often stackable for efficient storage.
Common Types and Uses	Metal Cans: Often used in agricultural moisture tests, sometimes combined with a desiccator to keep the

	atmosphere dry after loading.
Specialized Moisture-proof Blister Packs	Used in pharmaceutical testing to prevent moisture vapour transmission.

Test tube racks

Technical Requirements	Description
Technical Specifications	1. Material: Polypropylene (high chemical resistance), Stainless Steel (robust, autoclavable), or PTFE (for extreme temperatures: -200°C to 260°C). 2. Tube Diameter Compatibility: Designed for specific tube sizes, commonly 13mm, 16mm, 20mm, 25mm, or 30mm diameters. 3. Capacity (Places): Ranges from small (e.g., 12- 18 places) to large (60-90 places), often arranged in 3 X 7, 4 X 10, or 4 X 12 configurations. 4. Dimensions: Common sizes include compact 275 X 65 X 110mm or larger 324 X 73 X 127 mm (LWH).
Features	1. Autoclavable: Commonly rated for 121°C for sterilization. 2. Indexing: Alphanumeric grid (letters/numbers) for sample identification. 3. Design: Often 3-tier structure to hold tubes upright. Some models feature a "Z" shape or "Polygrid" (vented) for faster drying. 4. Reversible: Specialized racks exist that hold smaller tubes on one side and larger ones on the reverse (e.g., 15mL and 0.5mL microcentrifuge tubes).
Color Options	1. Commonly white, blue, or yellow for color-coding workflows.
Common Applications	1. Water Baths & Incubators: Polypropylene racks are

	1. favored for resistance to water and temperature fluctuations. 2. Sample Storage & Organization: Used in clinical, research, and educational laboratories. 3. Autosamplers: Specialized dimensions for automated instruments.
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Vacuum desiccators

Technical Requirements	Description
Technical Specifications	1. Material: Often constructed with robust 3.3 Borosilicate Glass (heat resistant, chemical resistant) or transparent, lightweight Polycarbonate (PC) / Polypropylene (PP). 2. Dimensions/Sizes: Available in various sizes, commonly 150mm, 200mm, 250mm, and 300mm inner diameter, with varying heights. 3. Vacuum Capability: Typically designed to maintain a vacuum of -740 mm Hg (approx. 133 Pa to 101 kPa) with minimal leakage over 24 hours. 4. Stopcock/Valve: Includes a polypropylene, PTFE, or glass stopcock/vacuum valve for, enabling consistent vacuum draw and safe air release. 5. Seal Type: Ground glass flanges or silicone O-rings (Viton) for high airtightness. 6. Accessories: Includes a perforated porcelain or ceramic desiccator plate for holding samples, and a lower compartment for desiccant material (e.g., silica gel).
Common Models & Features	1.

	Round Vacuum Desiccator: Features a sturdy body with a top vacuum tap for quick, simple vacuum use. 2. Cabinet Type: A rectangular design, often with hinged doors, shelves, and analog vacuum gauges. 3. Implosion Proof: Polycarbonate models are designed for safety against high vacuum pressures
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HPLC

Technical Requirements	Description
HPLC Component Specifications	a) Pump System (Binary/Quaternary) 1. Flow Rate Range: 0.001 to 10.0 ml/min. 2. Flow Precision: $\leq 0.1\%$ RSD or better. 3. Max Pressure: 6000 psi to 18000 psi (UHPLC). 4. Gradient Accuracy: $\pm 0.5\%$ of setting. 5. Degassing Unit: Integrated online degassing (typically 4 channels). b) Autosampler (Injector) 1. Injection Volume: 0.2 μl to 100 μl standard (up to 2000 μl optional). 2. Injection Volume Precision: $\leq 0.3\%$ RSD . 3. Carry Over: $\leq 0.005\%$. 4.

	Sample Cooling: 4°C to 40°C. c) Column Oven 1. Temperature Range: Ambient to 60°C or 80°C. 2. Temperature Accuracy: $\pm 0.5^{\circ}\text{C}$. d) Detector (UV-Vis/PDA) 1. Wavelength Range: 190 nm to 700-800 nm. 2. Wavelength Accuracy: ± 1 nm. 3. Data Acquisition Rate: Up to 100 Hz . 4. Linearity: 2.5 AU . e) System Features & Software 1. Software: 21 CFR Part 11 compliance for data acquisition. 2. Safety: Leak sensors and automatic shutdown. 3. Column Technology: C18, C8, or specialized columns available. 4. Compliance: GLP/GMP/CE certification.
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Agarose, DNA stains & buffers (starter)

Technical Requirements	Description
Agarose Specifications	1.

	Grade: Molecular Biology Grade or Electrophoresis Grade (free of DNase/RNase). 2. Concentration: Typically 0.5%-2.0% (w/v) in buffer, with 0.7-1% for large fragments and 2-3% for small fragments. 3. Low Melting Point (LMP) Agarose: Used for recovering DNA fragments without damaging them, melting at 65 °C . 4. Properties: High gel strength, low electroendosmosis (EEO) for fast separation.
Running Buffers (TAE vs. TBE)	1. TAE (Tris-Acetate-EDTA) (1 X Working Concentration): 40mM Tris-acetate, 1mM EDTA. a) Best for: Large DNA fragments (>1,000bp), preparative gels, and subsequent enzymatic applications (cloning). 2. TBE (Tris-Borate-EDTA) (1X Working Concentration): 89mM Tris-borate, 2mM EDTA. b) Best for: Small DNA fragments (<1,000bp), high-resolution, and long electrophoresis runs due to higher buffering capacity.
DNA Stains	1. Ethidium Bromide (EtBr): Standard stain, used at a final concentration of 0.5 µg/ml. It is a known mutagen. 2. Safe Alternatives: SYBR Safe, FluroSafe, or GelRed are commonly used, non-toxic alternatives with similar emission spectra (~500nm). 3. Application: Added directly to the gel (pre-cast) or as a post-electrophoresis soak.
DNA Loading Dye (Buffer)	1. Composition: Typically 6X concentration: 0.25% Bromophenol blue (tracks 300bp in

	1% gel), 0.25%Xylene cyanol (tracks 4kb in 1% gel), and 30%-40% Glycerol or Ficoll (for density).
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Digital Magnetic Hotplate Stirrer

Technical Requirements	Description
Technical Specifications	1. Stirring Speed: Typically ranges from 100 to 1500 RPM, with high-performance models offering stable, low-speed control. 2. Heating Capacity: Maximum temperatures usually reach 280°C to 550°C depending on the model, with PID controllers for precise settings. 3. Volume Capacity: Small units handle 3L–5L, while advanced, larger units can stir up to 20L of liquid. 4. Plate Material: Chemical-resistant ceramic-coated aluminum or glass-ceramic plates are common for rapid heating. 5. Digital Control & Display: LED or LCD screens display real-time speed and temperature. 6. Safety Features: Automatic overheat protection (e.g., 320°C or higher) and flashing "HOT" warning lights when the surface is >50°C. 7. Motor Type: Brushless DC motors are preferred for low-maintenance, constant speed. 8. Accessories: Includes a magnetic stir bar and often an external PT1000 temperature sensor for direct fluid regulation.
Common Model Variations	1. Basic/Small Lab (e.g., SCILOGEX MS-H280-Pro):

	5-inch plate, 3L capacity, max 280°C, suitable for small volumes.2. General Purpose (e.g., Swirltop 7-inch): 7x7 inch plate, 5L-20L capacity, 380°C–550°C, durable ceramic surface.3. High Performance (e.g., MS-H-Pro+): 20L capacity, up to 340°C, precise PID control, often with PC connectivity.
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Spectrophotometer NIR Analyzer

Technical Requirements	Description
Technical Specifications	1. Wavelength Range: 680 – 2600 nm (extended) with dual-cooled InGaAs detectors. 2. Performance: 10.0 ± 0.3 nm bandwidth, < 0.02 nm wavelength accuracy, and < 20 Au noise. 3. Analysis Speed: 10 – 60 seconds, using reflectance or transmittance modes. 4. Light Source: Durable, user-changeable tungsten halogen lamp.
Seed & Agricultural Applications	1. Oilseeds & Grains: Soybeans, Canola, Corn, Wheat, Barley. 2. Seed Meal/Cake: Soybean meal, Canola meal, Fish meal. 3. Constituents: Protein, Oil (Fat), Moisture, Starch, Amino Acids, Fiber.
Features for Seed Analysis	1. Optimized Range: Extended range (up to 2600 nm) allows for precise measurement of C-H and C-N-C bonds in seeds and meals. 2.

	Ready-to-Use: Ships with optional Ingot® calibrations for immediate, robust use in agricultural applications. 3. Flexibility: Rotating top window accommodates various sample types without extensive preparation.
Dimensions and Environment	Environment: Designed for 0-40 °C and < 95% RH.

digital micro pipettes

Drone

Technical Requirements	Description
Flight Performance & Airframe	• 1. Configuration: Heavy-duty, industrial-grade multi-rotor (quadcopter) design with folding arms for rapid deployment and transport. • 2. Flight Time / Endurance: Minimum 40 minutes of continuous airborne operations while carrying the primary multi-sensor camera payload under standard environmental conditions. • 3. Speed & Wind Resistance: * Maximum horizontal speed: 20m/s (S-mode). - o - Wind resistance: Safe operation in wind speeds up to 12m/s (approx. 27 mph) during takeoff, landing, and hovering. • 4. Operating Range: High-power digital transmission system providing a stable connection, live telemetry, and HD video feed up to a minimum distance of 7 km (Line of Sight, unobstructed). • 5. Maximum Altitude: Minimum service ceiling of 5000 meters Above Sea Level (AMSL).

Camera & Gimbal Payload (Triple-Sensor System)	• 1. Mechanical Gimbal: Detachable, 3-axis stabilized motorized gimbal providing full pitch, roll, and yaw stability with a vibration absorption mount. • 2. Thermal Infrared Sensor: - o - Resolution: Minimum 640 x 512 pixels. - o - Type: Uncooled VOx Microbolometer. - Features: Digital zoom capability ($\geq 4x$), radiometric temperature measurement capabilities (spot meter and area alerts), and multiple color palettes (White Hot, Black Hot, Ironbow, etc • 3. Visible Light / Optical Zoom Camera: - o - Sensor Size: Minimum 1/2-inch or 1/1.8-inch CMOS sensor. - o - Video & Photo Resolution: Minimum 4K UHD video recording and ≥ 20 MP still image resolution. - o - Zoom Capability: Minimum 20x Optical Zoom (or hybrid zoom up to 150x) to facilitate safe tactical distance surveillance. • 4. Wide-Angle Camera: Secondary visible-light sensor with a resolution of $\geq 12 \text{ MP}$ for situational awareness and broad area mapping.
Physical Attributes & Environmental Durability	• 1. Weight: Maximum Takeoff Weight (MTOW) must not exceed 10 kg to ensure operational agility and rapid deployment by a single operator. •

	2. Ingress Protection (IP) Rating: Minimum IP55 rating (dust-protected and water-resistant against jets from any direction) ensuring the aircraft can safely fly in moderate rain, snow, and dusty environments. • 3. Operating Temperature: Stable functionality across a temperature range of -20 deg. C. to 50 deg. C.
Smart Features, Navigation & Safety	• 1. Obstacle Avoidance: Omni-directional sensing system utilizing visual binocular sensors and/or infrared/LiDAR sensors to detect and automatically brake before obstacles in forward, backward, upward, downward, and lateral directions. • 2. GNSS & Positioning: Multi-constellation GNSS receiver supporting GPS + GLONASS + Beidou + Galileo. System must feature integrated RTK (Real-Time Kinematic) module compatibility for centimeter-level hovering and flight path accuracy. 3. Safety Protocols: Fail-safe automatic Return-to-Home (RTH) triggers if the control signal is lost, the battery reaches a critical threshold, or upon manual operator command
Hardware, Smart Controller & Required Accessories	• 1. Smart Controller: * Industrial-grade, ergonomic remote controller with an integrated high-brightness display (≥ 7 inches and ≥ 1000 nits for visibility under direct sunlight). - o Pre-installed tactical flight control and mapping software. - o HDMI output port for external command-center monitor feed casting. •

	2. Battery & Power System: * High-energy-density Intelligent Flight Batteries equipped with internal self-heating technology for cold-weather operations. - o Battery Station / Charger: Heavy-duty, rapid charging station capable of charging, conditioning, and storing at least 4 flight batteries and 2 controller batteries simultaneously. • 3. Mandatory Procurement Accessories Package: • 1x Rugged, military-grade hard transport case with custom-cut protective foam for the drone and all accessories. • 4x Pairs of matching spare propellers (total 8 individual blades). • 4x Sets of Intelligent Flight Batteries (total 8 batteries minimum, to allow continuous, rotating operation loops). • 1x Manufacturer-standard warranty and technical support package valid for a minimum of 12 months.
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Triangle Sample Pans

Technical Requirements	Description
Technical Specs	Aluminum Pan, 10" (L) x 10" (W) x 2½" (H); moisture analyzer compatible

Thermal cycler (PCR) machine ,96-well

Technical Requirements	Description
96-Well Thermal Cyclers Specifications	1. Sample Capacity: 96 X 0.2 mL tubes, 12 X8 -well strips, or one 96-well plate.

	2. Gradient Capability: Yes, typically with 1-20 °C range across 12 columns to optimize annealing temperatures. 2. Temperature Range: 4-99 °C or 0.108 °C. 3. Heating/Cooling Rate: Max block ramp rates between 3.5 °C/s and 6 °C/s . 4. Accuracy/Uniformity: $\leq \pm 0.2$ °C accuracy and $\leq \pm 0.3$ °C uniformity. 5. Heated Lid: Adjustable temperature range (33- 110°C) to prevent condensation. 6. User Interface: LCD touch screen (often ≥ 7 inches) with USB connectivity for data transfer. 7. Safety & Power: Auto-restart capability after power failure.
Common Features	1. Block Material: Silver or aluminum for efficient heat transfer. 2. Programming: Memory for > 1000 programs, including touchdown PCR. 3. Dimensions: Typically desktop size (e.g., 30-40 cm width).

Plate reader

Technical Requirements	Description
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Performance Specifications	1. Measurement Modes: Absorbance, Fluorescence (top/bottom), Luminescence, and optionally Time-2. Resolved Fluorescence or Polarization.3. Wavelength Selection: Monochromators or filters for wavelength selection, with a common range of 200–1000 nm for absorbance.4. Linearity/Range: $\pm 0.2\%$ from 0.000 to 3.000 O.D. or higher (up to 4–6 OD).5. Accuracy/Precision: Absorbance precision (SD) 0.001 Abs or CV < 0.5% at 450 nm.6. Detection Sensitivity: Fluorescence sensitivity of <0.4 fmol fluoresce in per well (384-well plate).
Operational Specifications	1. Plate Formats: 96 and 384 -well plates. 2. Reading Speed: Under 8 seconds for a 96-well plate. 3. Temperature Control: Ambient + 4°C to 45°C or 50°C. Shaking: Linear or orbital shaking with variable speed.
Physical Specifications	1. Light Source: Xenon flash lamp. 2. Detector: Photomultiplier Tube (PMT) for fluorescence/luminescence; Silicon Photodiode for absorbance. 3. Dimensions/Weight: Typically around 30-40 cm wide, weighing 5–50 kg, depending on whether it is a portable (e.g., Absorbance 96) or high-end multi-mode unit.
Common Features	1. Automatically normalizes well absorbance to a 1 cm path length. 2. Software Compatibility: Data analysis software for quantitative/qualitative analysis. 3.

	Automation: Compatible with robotic stackers.
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Stainless Steel Tweezers/Forceps

Technical Requirements	Description
Specifications	- Material: Premium stainless steel (AISI 304, AISI 316L, or 1.4301) for durability and corrosion resistance. - Tip Type: Pointed (sharp), blunt, curved, or flat to suit specific precision tasks. - Surface: Often fluted, serrated, or with cross-cut teeth on the inner tips for a secure grip. - Length: Commonly 105 mm to 160 mm for laboratory, with larger 400mm options available. - Features: Non-slip, ergonomic, and fully autoclavable/sterilizable. - Hardness & Finish: High-precision, with some models featuring anti-magnetic or acid-resistant (SA) properties.
Material	304 Stainless Steel: Commonly used, durable, and resistant to corrosion.

Homogenization beads

Technical Requirements	Description
Material Specifications	Stainless/Chrome Steel: Density Highest density. Used for hard samples like seeds, dry grinding
Size and Application Guidelines	0.1 mm: Bacteria (Gram+ and -). 0.5 mm: Fungi, spores, molds, small yeasts. 6.0 mm Satellite: Very hard materials (seeds, hair, dry grinding).

Physical Specifications	1. Bead Tolerance: High-precision beads offer a diameter tolerance of $\pm 0.01\text{mm}$ for consistent performance. 2. Surface: Polished to prevent contamination, often acid-washed or heat-treated. 3. Sterility: Frequently certified RNase/DNase-free and Microbial DNA-free.
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Barcode scanner & software kit

Technical Requirements	Description
Scanner Type:	1. 1D Laser/CCD: Reads traditional linear bar codes (e.g., UPC, Code 128). 2. Form Factor: Handheld "gun," presentation (fixed vertical/horizontal), or pocket-sized. 3. Connectivity: USB (HID-KBW or COM port emulation), Bluetooth (for mobile), or RS-232 serial. 4. Key Performance Indicators: a) Motion Tolerance: Ability to read while moving. b) Scan Range/Distance: How far the scanner can read a code. c) Resolution: Minimum code density the scanner can detect (measured in mils).
Barcode Software & SDK Components	1. Drivers & Tools: a) USB HID-KBW: Emulates a keyboard; plug-and-play. b) USB COM Port: Emulates serial communication; requires drivers. c) Configuration Managers: Software to change scanner settings (e.g., beep sound, prefix/suffix adding, symbology enablement). 2. Software Development Kits (SDKs): a) Zebra DataCapture DNA/SDKs: For Android, iOS, Windows, and Linux integration. b) Honeywell Mobility SDK: Tailored for security and high-volume data capture. c) Cognex Mobile Barcode SDK: Specialized for

	camera-based scanning in industrial scenarios. 3. Middleware/Inventory Apps: Software that stores data, manages assets, or integrates with ERP/POS systems.
Typical Kit Contents	1. Barcode Scanner (Corded or Bluetooth) 2. Communication Cable (USB or RS-232) 3. Charging Cradle (for wireless models) 4. User Manual/Programming Barcodes (for configuration)
Common Barcode Symbologies	Kits should support standard 1D and 2D codes: 1. 1D: UPC, EAN, Code 128, Code 39, Codabar, Interleaved 2 of 5. 2. 2D: QR Code, Data Matrix, PDF417, MaxiCode.
Selection Considerations	1. Environment: Retail (fast, clean) vs. Warehouse (rugged, long-distance). 2. Barcode Quality: Damaged or small barcodes require high-density scanners. 3. Interface: Must match the host device (e.g., Windows PC, iOS device).

Seed counters

Technical Requirements	Description
Technical Specifications	1. Counting Method: Optical sensors or 360-degree high-resolution imaging. 2. Seed Size Capacity: Generally handles 0.3mm to 15mm+ (ranging from small flower seeds to large corn/beans). 3. Speed: Varies

	by model, from approx. 100 seeds/second for desktop units to high-throughput industrial models.4. Accuracy: Extremely high, often ± 1 seed accuracy per 1000 seeds.5. Power Supply: Usually 115/230 VAC, 50/60 Hz.6. Interface: LCD or touchscreen, with programmable counting for batching/bagging.7. Features: Data logging, barcode compatibility, auto-stop on empty.
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Seed grinder/Mill

Technical Requirements	Description
Capacity	Ranges from 5 to 25 g for small lab/kitchen models
Motor Power	(0.25HP) (home/lab units)
Material	Food-grade Stainless Steel (SUS304/SUS316) is highly recommended for hygiene, durability, and easy maintenance.
Grinding Mechanism	Typically Hammer Mills (for dry/hard seeds), Roller Mills (for oil seeds)

Parafilm PM996 4inchx125FT Laboratory Self Sealing Film

Technical Requirements	Description
Physical and Chemical Properties	1. Thickness: Approximately 0.127 mm (127 μm or 0.005 inches). 2. Melting Point: 90°C - 100°C 3. Softening Point: 54 °C (130°F). 4. Water Vapor Transmission Rate: 0.88-1g/m²/24h (23°C,50% R.H.). 5. Oxygen Transmission Rate: 150 cc/m²/23°C,50%

	R.H.). 6. Carbon Dioxide Transmission Rate: 400 cc/m²/23°C,50% R.H.). Chemical Resistance: Highly resistant to polar substances (acids, alkalis, saline solutions) for up to 48 hours. Not Recommended: Chlorinated, non-polar aliphatic, or aromatic solvents.
Common Sizes	1.4 in x 125 ft (10cm X 35m).
Applications	1. Laboratory: Sealing petri dishes, culture tubes, flasks, and beakers to prevent moisture loss, contamination, or evaporation.

Automatic Colony Counter

Technical Requirements	Description
Technical Specifications	1. Imaging System: High-definition CCD or CMOS sensors with resolutions ranging from 1 MP to over 8.5 MP (e.g., LCCA-A10 with 3328x2548 pixels). 2. Counting Speed & Accuracy: Most models, such as the LX701ACC, count over 300 colonies in less than 1 second, with minimum colony detection size ≤ 0.1mm. 3. Lighting: White LED array, dark field, or backlighting systems, often featuring "fog lighting" or 360-degree LED systems to minimize shadows. 4. Compatibility: Plates ranging from 55 mm to 90 mm standard, with some accommodating up to 150 mm.

	5. Software & Data: Features include automatic/manual separation of overlapping colonies, colony selection by color/size, and data export to CSV, Excel, or PDF. 6. Safety/Construction: Often built with durable steel or ABS plastic, some models offer password-protected user levels (e.g., LX701ACC).
Common Applications	1. These systems are widely used for pharmaceutical quality control, food safety testing, environmental monitoring, and microbiology research.

Portable GPS

Technical Requirements	Description
Specification	1. Navigation & Performance: High-sensitivity receivers with sub-5 meter accuracy, with some providing high-end accuracy up to 30 cm. Features include WAAS-enabled tracking, trackback functionality, and support for 1000-3000+ waypoints. 2. Display & Interface: 2.2" to 2.6" transfective LCD (240 x 320 pixels) designed for direct sunlight visibility. Button-operated interfaces are standard for rugged, wet conditions. 3. Ruggedness: IPX7 water rating (submerged 1 meter for 30 minutes) and operating temperatures typically ranging from -20°C to 55°C. 4. Power: Usually run on 2 AA batteries for easy field

	replacement, providing 16–25+ hours of continuous, with specialized models offering 100+ hours in specialized modes. 5. Storage/Mapping: 8MB to 8GB internal memory, with most models supporting microSD cards for detailed maps (TopoActive)..
Portable GPS Features	1. Sensor Suite: 3-axis compass, barometric altimeter.2. Connectivity: USB interface for data transfer, some models feature Bluetooth/Wi-Fi for smart notifications.3. Satellite Support: GPS + GLONASS and/or Galileo.4. Applications: Geocaching, area calculation, hunting/fishing calendar, sun and moon information.

Electric Centrifugal Seed Divider

Technical Requirements	Description
Technical Specifications	1. Sample Division Accuracy: $\leq \pm 0.5\%$ error per kg. 2. Hopper Capacity: 2 kg. 3. Motor Power: 25W. 4. Motor Speed: 0–1440 r/min (continuously adjustable). 5. Power Supply: 220V 50Hz (or 110V variants). 6. Dimensions: Approximately 33 X 33 X 49 cm. 7.

	Material: Stainless steel and aluminum. Weight: Approximately 13.5 kg (29.8 lbs).
Features and Functions	1. Centrifugal Action: Uses a revolving neoprene disc under the hopper to mix and divide samples within seconds.2. Applicable Seeds: Suitable for small- to medium-sized grains, feeds, and seeds.3. Structure: Desktop unit designed with a smooth internal, often chrome-plated or stainless steel finish, to prevent residue and ensure easy cleaning.4. Accessories: Typically comes with three sample holders.

Autoclave

Technical Requirements	Description
Technical Specifications	1. Operating Temperature: 105°C to 138°C (typical sterilization at 121°C or 134°C).2. Operating Pressure:15-30 psi (0.25-0.4 Mpa).3. Material: Stainless Steel 304 or 316L (double or triple-walled).4. Capacity: Ranges from benchtop (8-20 L).5. Control System: Microprocessor-based with digital display (PLC).6. Safety Features: Pressure safety valve, door interlock, low water protection, and automatic cut-off.7. Cycle Types: Pre-vacuum, gravity displacement, drying cycles.
Common Components	1. Chamber: High-grade stainless steel. 2. Heating Element: Integral electrical heater 3-4KW 3. Gasket: Heat-resistant silicone. 4. Recording: Optional data logger or printer for cycle validation.

Gel electrophoresis tank & power supply

Technical Requirements	Description
Horizontal Electrophoresis Tank Specifications (DNA/RNA)	1. Construction: Durable, transparent acrylic with UV-transparent trays. 2. Tray Sizes: Common sizes include 15x10 cm, 15x15 cm, or 15x20 cm. 3. Buffer Capacity: ~1 L (varies based on tank size). 4. Sample Throughput: 1–120+ samples (e.g., using multiple 20-well combs). 5. Electrodes: 0.2mm diameter, 99.99% pure platinum. 6. Safety: Lid interlock system (prevents operation when open). 7. Accessories: Casting gates (tape-free casting), adjustable height combs.
Electrophoresis Power Supply Specifications	1. Output Range: 10–300 V DC, 4–400 mA, 75–300 W (typically programmable in 1V/1mA steps). 2. Operating Modes: Constant voltage or constant current with automatic crossover. 3. Output Terminals: 4 pairs of recessed banana jacks for running multiple tanks simultaneously. 4. Timer: 1 min–99 hr 59 min or continuous operation. 5. Safety Protections: No-load detection, ground leak detection, overvoltage/overload protection. 6.

	Display: LED or touch screen (e.g., 3-digit LED).
General Requirements	1. Operating Temp: 4–40°C. 2. Input Power: 220–230 V AC, 50-60 Hz. 3. Compliance: IEC 61010-1 standard, CE certified.

Spectrophotometer (Nano Drop)

Technical Requirements	Description
Specifications (NanoDrop One/OneC)	1. Sample Volume: 1 µL minimum 2. Wavelength Range: 190–850 nm 3. Measurement Time: 8 seconds 4. Detection Limits (Pedestal): a) dsDNA: 2.0 ng/µL, b) BSA: 0.06 mg/mL 5. Maximum Concentration (Pedestal): a) dsDNA: 27,500 ng/µL, b) BSA: 820 mg/mL 6. Pathlength: 0.030 to 1.0 mm auto-ranging 7. Light Source: Xenon flash lamp 8. Operating System: Android™ (on-board control) 9. Display: 7-inch, 1280 × 800 high-definition color touchscreen
Key Features	Mean to Identifies contaminants (e.g., phenol, protein in DNA) and provides corrected concentrations.

Water baths

Technical Requirements	Description
Technical Specifications	1. Temperature Range: Ambient 5°C to 100°C. 2. Temperature Stability/Uniformity: $\pm 0.1^{\circ}\text{C}$ to $\pm 0.2^{\circ}\text{C}$ is standard; high-performance units can reach $\pm 0.01^{\circ}\text{C}$. 3. Capacity: Ranging from 2L to 28L or higher for general purpose. 4. Construction: Inner chamber made of corrosion-resistant Stainless Steel (often SUS304) with an epoxy-coated exterior. 5. Control/Display: Digital microprocessor PID controller with both set and actual temperature displays. 6. Safety Features: Over-temperature protection, alarm, and automatic safety thermostats. 7. Power Supply: Usually 220-240V, 50/60 Hz or 115V, 50/60 Hz. 8. Accessories: Includes a removable stainless steel lid (gable cover) and a diffuser tray or rack.
Standard Features	1. Drainage: Drain plug for easy cleaning and emptying of the bath. 2. Timer: Digital timers for tracking incubation periods.

Petri Dish

Technical Requirements	Description
Glass Petri Dishes	Reusable and autoclavable high-temperature applications

	Better for sustainability, though they require cleaning and sterilisation non-vented Commonly used in diagnostics and high-efficiency testing Standard diameters: 90 mm
Plastic Petri Dishes	Made from polystyrene Pre-sterilised and ready to use Standard diameters: 150 mm

Spatula

Technical Requirements	Description
Specifications & Types	1. Materials: Stainless steel (corrosion-resistant, durable) or PTFE/polypropylene (chemical-resistant). 2. Dimensions: Common total lengths include 125, 150, 200, 250, and 300 mm, with widths ranging from 15 mm to 23 mm. 3. End Types: Double-ended with a combination of a spoon (for scooping) and a flat end (for scraping). 4. Micro Spatulas: Narrow blades (e.g., 20.8 mm x 7.6 mm) designed for small-scale sampling. 5. Capacity: Laboratory spoon spatulas typically handle volumes from 0.5 ml up to 11 ml. 6. Compliance: Many models are FDA compliant, autoclavable, and free from heavy metals.
Usage Specifications	1. Powder Spatula: Ideal for weighing small amounts on a lab scale. 2. Sterile Options: Available as individually sealed, disposable items, often with a 178–188 mm length. 3. Flexibility: Some models are designed with a

	knife edge to break up salt crystals.4. High Temp: Stainless steel, AISI 304, or steel with PTFE coating, can withstand high temperatures
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Blotting Paper/germination planting paper

Technical Requirements	Description
Specifications & Physical Properties	1. Composition: 100% pure cellulose or high-quality wood pulp, free from toxic substances, fungi, or bacteria.2. Basis Mass/Weight: Typically ranges from 80 GSM to over 300 GSM (grams per square meter). Common industry standards are "Regular Weight" (38 lb or 150-160 GSM) and "Heavy Weight" (76 lb or 250+ GSM).3. pH Level: Neutral to slightly acidic, generally within the 6.0 - 7 range .4. Wet Strength: High resistance to tearing or disintegrating when fully saturated.5. Absorption Capacity: Excellent capillary capacity, often capable of holding over 300% of its weight in water.6. Texture: Creped or textured surfaces are preferred to help maintain moisture and prevent seed movement, though smooth options exist.7. Thickness: The paper should have a wet thickness of no less than 2mm
Common Forms and Sizes	1. Sheets: Commonly used sizes include 455 X 275mm, 10" X 15", or 18" X 12". 2. Pleated/Folded Strips: Often used in laboratory testing for easy handling, such as 110 mm wide with 50 double folds. 3. Colors: White (for high contrast with small seeds), blue (for identifying roots easily), and natural tan.
Seed Testing Requirements	1. Toxicity: Paper must pass toxic check tests to ensure it does not inhibit root growth.

	2. Root Interaction: The texture should be such that roots grow on the surface and not into the paper. 3. Standards: High-quality papers conform to International Seed Testing Association (ISTA) and Association of Official Seed Analysts (AOSA) rules.
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Laboratory Oven Uf30

OneScreen TL7 86" 4K Interactive Flat Panel for Education & Corporate - Premium Large-Format Touchscreen Display

Technical Requirements	Description
Display & Panel	1. Screen Size: 86-inch diagonal, VA or IPS Panel with DLED Backlight. 2. Resolution: 4K UHD 3840 x 2160 @ 60Hz. 3. Brightness: 400 - 500 cd/m² (Typ.). 4. Contrast Ratio: 5000:1 (Static) or 30,000:1 (Dynamic). 5. Viewing Angle: 178°(H)/178°(V). 6. Glass: 3mm–4mm tempered, Anti-Glare, 9H hardness.
Touch System	1. Technology: Infrared Touch (IR). 2. Touch Points: Up to 40-point (Android/Windows). 3. Touch Accuracy: ±1 mm. 4. Touch Tool: Finger, passive stylus, or opaque objects.
Built-in System &	1. Operating System: Android 13.0 or 14.0.2. Processor:

Performance	Quad-core Cortex-A55, A73, or A76.3. RAM/Storage: 4GB–8GB RAM, 32GB–128GB ROM.4. Optional OPS/PC: Proprietary OPS/OPS-C slot for Windows
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Reverse Osmosis Machine

Technical Requirements	Description
RO System Specifications	- Capacity: Ranges from 200–2,500 GPD (small commercial) up to 18,000+ GPD (commercial/industrial). - Membrane Type: Spiral wound TFC (Thin Film Composite) membranes, often sized 4040. - Operating Pressure: Typically 150–200 psi for low-energy membranes, up to 300+ psi. - Feed Water Quality: TDS < 1,000–5,000 ppm, SDI (Silt Density Index) < 3, free of chlorine/oils. - Components: High-pressure pump (SS), 5-micron pre-filter, FRP pressure vessels, flow meters, low/high-pressure switches. - Control/Monitoring: PLC controller, TDS meter, pressure gauges, auto flush. - Power Supply: 220V/1ph/60Hz or 380-415V/3ph/50Hz.
Considerations for Selection	- Flow Rate (GPD/LPH): Must be sized for peak usage, usually triple the actual daily usage to account for downtime. - Water Quality: High TDS or high turbidity requires

	more robust pre-treatment (softeners/media filters). 3. Recovery Rate: Usually 55–60% for industrial units.
Common Replacement Parts & Lifespan	1. Pre-filters: Sediment/Carbon filters changed every 6–12 months. 2. Membranes: Replaced every 24–36 months.

Ultra -low freezer (-80 C)

Technical Requirements	Description
Technical Specifications & Features	1. Temperature Range & Uniformity: Operating range is generally -50 to -86 °C (often set at -80°C), with advanced units achieving $\pm 2^{\circ}\text{C}$ uniformity. 2. Capacity: Ranges from compact under-counter units (50 L) to large upright models (> 700 L). 3. Construction: Heavy-gauge steel exterior with stainless steel interior; VIP (Vacuum Insulation Panel) combined with foamed-in-place polyurethane insulation to maintain extreme cold. 4. Door & Gasket: Triple-sealing silicone gasket systems to prevent frost buildup and enhance thermal insulation. 5. Security & Monitoring: Upright models usually feature 4-5 inner doors to minimize cold loss, along with heated pressure equalization ports for quick re-entry. 6. Control System: Microprocessor-based controls with digital displays, logging of historical temperatures, and audible/visual alarms (power failure, low battery, high/low temperature). 7. Power & Environment: Available in 115V or 208-230V options. Modern units often use eco-friendly natural hydrocarbon (HC) refrigerants.
Commonly Required Components	1. Data Logging: RS485 port, USB ports, and dry contacts for remote monitoring. 2.

	Back-up Systems: Optional CO2 or LN2 backup systems for emergency, plus 72-hour battery backup for the display. 3. Security: Key-locked doors, frequently with padlock provisions.
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Ergonomic Table

Technical Requirements	Description
Table Height & Adjustability	1. Adjustment Range: (56) to (122 cm) (22) to (48) inches) is required to accommodate users ranging from the 5th to 95th percentile of height. 2.The (90)-Degree Rule: The desk height is properly set when your elbows rest at a \90\)-degree angle, with forearms parallel to the floor and relaxed shoulders. 3.Sit-to-Stand Ratio: Motorized, programmable height-adjustable desks are recommended to alternate postures every (30) to (60) minutes.
Desktop Dimensions	1. Depth: A minimum of 75 cm (30) inches is needed for adequate monitor viewing distance (usually 50 to 100 cm from the eyes). Width: (120) to 150 cm) is ideal depending on monitor configurations. Multi-monitor workstations may require 180 inches) or L-shaped designs. 3.Thickness: The desktop edge should be chamfered (sloped or rounded) to prevent pressure points on your forearms.
Surface Properties & Management	1.Finish: Matte or low-glare finishes reduce eye strain from overhead lighting. 2. Cable Management: Built-in grommets, under-desk trays, or power channels keep wires clear of legroom and enable smooth height transitions
Space & Legroom	1. Under-desk Clearance: At least (70) of vertical clearance is needed to ensure legroom and allow adequate space for an ergonomic chair. 2.Clearance

	Behind the Table: Allow (80) to (120 cm) of free space behind the chair for safe movement and turning.
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Benchtop Conductivity Meter

Technical Requirements	Description
Technical Specifications	1. Measurement Range: Typically spans 0 $\mu\text{S}/\text{cm}$ to $\geq 400 \text{ mS}/\text{cm}$. 2. Accuracy: High precision, often $\pm 0.5\%$ of full scale (F.S.) or better. 3. Conductivity Resolution: 0.001 $\mu\text{S}/\text{cm}$ (low range) to 0.1 mS/cm (high range). 4. Temperature Compensation: Automatic (ATC) from 0°C to 100°C. 5. Calibration: 1 to 5 points with automatic standard recognition. 6. Electrode Constant: Compatible with K =0.1,1.0,10 electrodes. 7. Modes: Conductivity, Total Dissolved Solids (TDS), Salinity, Resistivity, and Temperature.
Common Functional Features	1. Data Logging: Often 500+ data sets with GLP compliance (time/date stamp). 2. Display: 7-inch LCD touch screen or backlit display. 3. Connectivity: USB/RS232 for PC connection, printers, and sometimes Wi-Fi/Ethernet for Advanced Conductivity Benchtop Meter. 4. Sample Measurement: Automatic endpoint lock (stabilization) and electrode holders with 360-degree rotation. 5. Protection: IP54 or higher rated for dust and spill resistance.

Typical Applications	1. Laboratory testing for water quality (0-200) μ S/cm and environmental monitoring.
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Nitrile gloves

Technical Requirements	Description
Specifications & Features	- Material: 100% Synthetic Nitrile Butadiene Rubber (NBR). - Grade: Medical/Examination (Sterile/Non-sterile) or Industrial. - Thickness: Ranging from 3 mil (0.07-0.09mm) for sensitivity to 8 mil (0.20mm) or more for heavy-duty protection. - Length: Standard is ≥ 240mm, with long-cuff options up to 330mm+. - Surface: Commonly finger-textured or fully textured for grip. - Color: Blue, Black, Purple, White, Green, Orange. - AQL (Acceptable Quality Level): Usually 1.5 (medical) to 4.0 (industrial), with lower numbers indicating higher quality/fewer pinholes.
Physical Properties	- Tensile Strength: Minimum 14-22MPa (before aging). - Elongation: Minimum 400%-500%(before aging).

	3. Powder Content: Powder-free (usually < 2mg per glove).
Common Standards and Compliance	Medical: ASTM D6319 (Standard Specification for Nitrile Examination Gloves), EN455.
Key Benefits	1. Allergy Protection: Excellent alternative to natural rubber latex, reducing Type I allergy risks. 2. Chemical Resistance: High resistance to oils, greases, and many solvents. 3. Durability: High puncture and tear resistance compared to vinyl or latex.
Sizing	Standard sizes include XS, S, M, L, XL, and 2XL, with palm widths ranging from roughly 75mm (XS) to 120mm+(2XL).

Digital Microscope

Technical Requirements	Description
Components & Technical Specs	1. Imaging Sensor: Generally high-sensitivity CMOS (e.g., 1/2.3", 1/4"), commonly offering resolutions from 1.3MP to 10MP+ (e.g., 3648 x 2736). 2. Magnification & Zoom: Varies widely, ranging from 10x-200x for handheld units to up to 7000x for specialized industrial systems, often with continuous digital zoom. 3. Resolution/Frame Rate: High-speed imaging at 30 fps or higher (e.g., 37 fps @ 1600x1200). 4. Lighting: White LED, often with adjustable brightness

	and 4-segmented, switchable ring lights, or coaxial lighting for high magnification. 5. Working Distance (WD): Varies by objective, typically ranging from 30mm to over 60mm for large-sample manipulation. 6. Connectivity/Output: USB 2.0/3.0, HDMI, or Wi-Fi for real-time viewing on computers (Windows/Mac) or external monitors. 7. Software Capabilities: Includes image/video capture, automated measurements (0.001mm precision), 3D stitching, and image annotation.
Industrial and Biological Specifics	1. Industrial (e.g., Nikon ECLIPSE Ui): Emphasizes high-numerical aperture objectives (e.g., Plan APO) and 3D measurement capabilities. 2. Biological: Uses Infinity-corrected optical systems with objectives ranging from 4x (NA 0.10) to 100x (NA 1.25). 3. Stand/Stage: Motorized focus drives (motorized XY-stage in advanced models) with, for example, a 70mm x 50mm travel range. 4. Polarizer: Often included, particularly in portable devices, to reduce surface glare.

Tablets

Technical Requirements	Description
Specification Categories	1. Display: Ranging from 7 to over 12 inches, high-resolution screens (Full HD or higher, 1920 x 1200+) are recommended for better viewing experiences. 2. Performance (CPU/RAM): Entry-level devices use quad-core processors, while high-performance tablets, utilize octa-core processors with at least 3GB to 4GB+ RAM for multitasking. 3. Storage: Internal storage typically starts at 32GB, with 64GB, 128GB, or higher options available. Many Android tablets support

	expandable storage via MicroSD cards.4. Battery: Minimum recommended capacity is typically 4200 mAh, with high-end models offering 7000–11000 mAh+ for all-day usage.5. Connectivity: Modern tablets offer 802.11 a/b/g/n/ac Wi-Fi, Bluetooth 4.1 or higher, optional 4G LTE/5G SIM support, and USB-C connectivity.6. Cameras: Typically equipped with front (5MP+) and rear (16MP+) cameras for video calls and basic photography.7. Operating System: Options include Android 6.0 (Marshmallow) or higher, and iPadOS.
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Microcentrifuge tubes

Technical Requirements	Description
Technical Specifications	1. Material: High-clarity, autoclavable Polypropylene (PP). 2. Cap Types: Snap-flat cap (single-hand operation) or Screw cap (high seal integrity). 3. Capacity Range: 0.2 mL, 0.5 mL, 1.5 mL, 1.7 mL, 2.0 mL, and 5.0 mL. 4. Centrifugal Force (RCF): Typically safe for up to 15,000–25,000 x g, depending on the manufacturer and tube size. 5. Temperature Range: Generally usable from -80°C up to 121°C (autoclaving). 6. Features: Clear graduation marks, frosted writing area, conical bottom, and RNase/DNase/pyrogen-free. 7. Optional Features: Low-binding, amber color (for light-

	sensitive samples), sterile, or pre-sterilized.
Common Dimensions	1.5 mL Tube: Approx.10.8mm Diameter X 39mm Length. 0.2 mL Tube: Approx. 6.9 mm Diameter X 22.2mm Length.
Compliance and Quality	- Materials: Frequently conform to US FDA 21CFR and USP Class VI tests, ensuring they are free from heavy metals. - Contamination Control: Certified free from human DNA, PCR inhibitors, and RNase/DNase. - Sterility: Available in bulk bags or individually packed sterile options.

Vortex mixers

Technical Requirements	Description
Technical Specifications	- Speed Range: Typically, the speed is variable from 0 up to 3,000 or 4,500 RPM, often with analog or digital speed control, suitable for gentle to vigorous mixing. - Shaking Movement/Orbit: Orbital (circumferential) movement with an orbit diameter of roughly 4-5 mm. - Operating Modes: Touch mode (automatic start on pressure) or continuous operation. - Motor Type: Often equipped with brushless DC motors for better durability, lower noise, and consistent performance. - Capacity/Load: Standard models usually handle up to 0.5kg; multi-tube models are also available. - Dimensions & Weight: Compact, typically weighing between 2-6 kg, designed to save benchtop space. - Power Input: Usually compatible with a wide range of voltages (e.g., AC 100-240V, 50/60Hz).

Additional Features	1. Digital Displays: Digital models often display speed and timer settings simultaneously. 2. Stability: Often designed with a "silicon base" or suction cups for stability during high-speed operation. 3. Accessories: Interchangeable top heads (cup head, microplate adapter, tube platforms). 4. Environmental Protection: IP21 or IP32 rating is common for protection against dripping water or small particles.
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Refrigerator (4C lab -grade)

Technical Requirements	Description
Specifications & Features	1. Temperature Range: +2°C to +8°C or 3°C to 7°C, typically set to 4 °C. 2. Temperature Uniformity: Forced air cooling/circulation ensures temperature stability throughout. 3. Monitoring & Control: Microprocessor controller with digital LED display (0.1 °C resolution). 4. Alarm Systems: Auditory and visual alarms for high/low temperatures, power failure, and open doors. 5. Construction: Stainless steel or high-strength, corrosion-resistant interior and exterior. 6. Shelving: Adjustable shelves (often wire or stainless steel). 7. Door Type: Solid or double-pane glass, often with locks. 8. Capacity: Ranges from undercounter (< 200 liters) to high-capacity upright models (> 700 liters). 9. Defrost: Automatic (auto-defrost) to prevent frost buildup. 10. Data logging: Many models include built-in temperature recording devices. 11. Refrigerant: Typically 100% CFC- and HFC-free, eco-friendly hydrocarbon.
Common Applications	1. Storage of reagents, vaccines, and pharmaceutical

	products.
Common Safety Features	1. Alarm battery backup. 2. Door locks for security. 3. Independent temperature monitoring sensors

Ph100t Benchtop Ph/Mv Meter – Touch Screen

Technical Requirements	Description
pH Technical Specifications	1. pH Range: -2.00 to 20 pH 2. pH Resolution: Selectable 0.1, 0.01, or 0.001 pH. 3. pH Accuracy: $\pm 0.002\text{pH}$ to $\pm 0.01\text{pH}$. 4. mV Range: $\pm 1000\text{ mV}$ to $\pm 2000\text{ mV}$. 5. mV Resolution: 0.1 mV or 1 mV. 6. Temperature Range: -20 to 120.0 °C (- 0.4 to 248.0 °F). 7. Temperature Compensation: Automatic (ATC) or manual, typically -9.9 to 120 °C. 8. Calibration: 1 to 5 points (some 6) with auto-buffer recognition.
Functional Features	1. Display: Large LCD or touchscreen, sometimes showing time, date, and electrode statu 2. Data Logging: 50 to 100,000+ data points, sometimes with GLP (Good Laboratory Practice) capability. 3. Electrode: BNC connector compatible, usually with a standard, double-junction, or refillable glass probe. 4. Connectivity: USB or RS-232 for data transfer, or built-in printers. 5. Housing: Often IP54 or higher rated for splash

	protection. 6. Stability Indicators: Visual indicators for when a measurement is stable
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Silica gel

Technical Requirements	Description
Technical Specifications	1. Chemical Formula: $m\text{SiO}_2 \cdot n\text{H}_2\text{O}$ (often > 99% purity). 2. Bulk Density: $\geq 750 \text{ g/l}$. 3. Moisture Absorption Capacity: a) $\geq 10.5\%$ at 25°C (RH 20%), b) $\geq 22.0\%$ at 25°C (RH 50%). 4. Average Pore Diameter: 2.0-4.0nm (Type A). 5. pH: 4-8. 6. Specific Resistance: $\geq 3000 \Omega \cdot \text{cm}$. 7. Thermal Conductivity: 0.63kJ/m.hr
Common Types and Sizes	1. Type A (Fine-pored): Used for general desiccant applications, typically 2-4 mm or 2-5 mm beads. 2. Type B (Macro-pored): Used as, for example, perfume carriers. 3. Indicating Silica Gel: Changes color when saturated (e.g., orange turns to green or colorless). 4. Packaging: Non-woven fabric, paper, or Tyvek

DRAWINGS

Tender Number: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

List of related files, including specifications, drawings, etc.

LOT NO. 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

31122145 Laboratory equipment and instruments

Attachment is not Applicable for this item.

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS

The Employer should include a suitably qualified Environmental and Social specialist/s.

The Employer should attach or refer to the Employer's environmental and social, policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.]

Suggested content for Environmental and Social Policy (Statement)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where*

women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;

- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 8. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 9. minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

The policy should be designed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

Minimum Content of ES requirements

In preparing detailed specifications for ES requirements, the specialists should refer to and consider:

- project reports e.g. ESIA/ESMP*
- consent/permit conditions*
- required standards including Guidelines*
- relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (eg NEMC and OSHA Guidelines)*
- relevant international standards e.g. TDFA Guidelines*
- relevant sector standards*
- grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- SEA prevention and management.*

The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

Payment for ES Requirements

The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Tenderer's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

LIST OF GOODS

LOT NO. 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

GFS Code: 31122145 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Refrigerated Centrifuge	Pcs	1
2	Pipette	Pcs	5
3	Microcentrifuge (benchtop)	Pcs	1
4	Sieves	Pcs	10
5	Laboratory Chair	Pcs	160
6	Field camera	Pcs	2
7	Seed sampling Moisture proof container	Pcs	1000
8	Test tube racks	Pcs	2
9	Vacuum desiccators	Pcs	5
10	HPLC	Pcs	1
11	Agarose, DNA stains & buffers (starter)	Pcs	1
12	Digital Magnetic Hotplate Stirrer	Pcs	3
13	Spectrophotometer NIR Analyzer	Pcs	2
14	digital micro pipettes	Pcs	2
15	Drone	Pcs	4
16	Triangle Sample Pans	Pcs	10
17	Thermal cycler (PCR) machine ,96-well	Pcs	3
18	Plate reader	Pcs	1
19	Stainless Steel Tweezers/Forceps	Pcs	100

20	Homogenization beads	Pcs	1
21	Barcode scanner & software kit	Pcs	2
22	Seed counters	Pcs	3
23	Seed grinder/Mill	Pcs	3
24	Parafilm PM996 4inchx125FT Laboratory Self Sealing Film	Pcs	12
25	Automatic Colony Counter	Pcs	1
26	Portable GPS	Pcs	10
27	Electric Centrifugal Seed Divider	Pcs	2
28	Autoclave	Pcs	1
29	Gel electrophoresis tank & power supply	Pcs	1
30	Spectrophotometer (Nano Drop)	Pcs	3
31	Water baths	Pcs	1
32	Petri Dish	Pcs	3000
33	Spatula	Pcs	1000
34	Blotting Paper/germination planting paper	Pcs	10
35	Laboratory Oven Uf30	Pcs	3
36	OneScreen TL7 86" 4K Interactive Flat Panel for Education & Corporate - Premium Large-Format Touchscreen Display	Pcs	3
37	Reverse Osmosis Machine	Pcs	1
38	Ultra -low freezer (-80 C)	pcs	1
39	Ergonomic Table	Pcs	30
40	Benchtop Conductivity Meter	Pcs	4
41	Nitrile gloves	BOX	100
42	Digital Microscope	Pcs	3

43	Tablets	Pcs	6
44	Microcentrifuge tubes	Pcs	10
45	Vortex mixers	Pcs	3
46	Refrigerator (4C lab -grade)	pcs	1
47	Ph100t Benchtop Ph/Mv Meter – Touch Screen	Pcs	8
48	Silica gel	Pcs	10

INSPECTION AND TESTS

LOT NO. 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.

**Supply, installation and Commissioning of Laboratory Equipments at TOSCI
Laboratories**

GFS Code: 31122145 - Laboratory equipment and instruments

Refrigerated Centrifuge

This item does not require pre-shipment inspection

Pipette

This item does not require pre-shipment inspection

Microcentrifuge (benchtop)

This item does not require pre-shipment inspection

Sieves

This item does not require pre-shipment inspection

Laboratory Chair

This item does not require pre-shipment inspection

Field camera

This item does not require pre-shipment inspection

Seed sampling Moisture proof container

This item does not require pre-shipment inspection

Test tube racks

This item does not require pre-shipment inspection

Vacuum desiccators

This item does not require pre-shipment inspection

HPLC

This item does not require pre-shipment inspection

Agarose, DNA stains & buffers (starter)

This item does not require pre-shipment inspection

Digital Magnetic Hotplate Stirrer

This item does not require pre-shipment inspection

Spectrophotometer NIR Analyzer

This item does not require pre-shipment inspection

digital micro pipettes

This item does not require pre-shipment inspection

Drone

This item does not require pre-shipment inspection

Triangle Sample Pans

This item does not require pre-shipment inspection

Thermal cycler (PCR) machine ,96-well

This item does not require pre-shipment inspection

Plate reader

This item does not require pre-shipment inspection

Stainless Steel Tweezers/Forceps

This item does not require pre-shipment inspection

Homogenization beads

This item does not require pre-shipment inspection

Barcode scanner & software kit

This item does not require pre-shipment inspection

Seed counters

This item does not require pre-shipment inspection

Seed grinder/Mill

This item does not require pre-shipment inspection

Parafilm PM996 4inchx125FT Laboratory Self Sealing Film

This item does not require pre-shipment inspection

Automatic Colony Counter

This item does not require pre-shipment inspection

Portable GPS

This item does not require pre-shipment inspection

Electric Centrifugal Seed Divider

This item does not require pre-shipment inspection

Autoclave

This item does not require pre-shipment inspection

Gel electrophoresis tank & power supply

This item does not require pre-shipment inspection

Spectrophotometer (Nano Drop)

This item does not require pre-shipment inspection

Water baths

This item does not require pre-shipment inspection

Petri Dish

This item does not require pre-shipment inspection

Spatula

This item does not require pre-shipment inspection

Blotting Paper/germination planting paper

This item does not require pre-shipment inspection

Laboratory Oven Uf30

This item does not require pre-shipment inspection

**OneScreen TL7 86" 4K Interactive Flat Panel for Education & Corporate -
Premium Large-Format Touchscreen Display**

This item does not require pre-shipment inspection

Reverse Osmosis Machine

This item does not require pre-shipment inspection

Ultra -low freezer (-80 C)

This item does not require pre-shipment inspection

Ergonomic Table

This item does not require pre-shipment inspection

Benchtop Conductivity Meter

This item does not require pre-shipment inspection

Nitrile gloves

This item does not require pre-shipment inspection

Digital Microscope

This item does not require pre-shipment inspection

Tablets

This item does not require pre-shipment inspection

Microcentrifuge tubes

This item does not require pre-shipment inspection

Vortex mixers

This item does not require pre-shipment inspection

Refrigerator (4C lab -grade)

This item does not require pre-shipment inspection

Ph100t Benchtop Ph/Mv Meter – Touch Screen

This item does not require pre-shipment inspection

Silica gel

This item does not require pre-shipment inspection

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION V: GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the particular conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed based on considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions	1.1	The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings: a) “Acceptance” means the acceptance by the purchaser of the goods and related services (or any portion of the goods where the contract provides for acceptance of the goods in parts), in accordance with GCC Clause 42. b) “Applicable law” has the meaning given the term in the SCC. c) “Bid” means the bid for the provision of the goods and the related services submitted by the supplier and accepted by the purchaser and that forms an integral part of this contract. d) “Bidding document” has the meaning given the term in the SCC. e) “Completion” means the fulfilment of the related services by the supplier in accordance with the terms and conditions set forth in this contract. f) “Contract” means this agreement entered into between the purchaser and the supplier, to provide the goods and related services and consists of the documents listed in GCC sub-clause 2.7, as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement. g) “Contract price” means the price to be paid for the provision of the goods and related services, in accordance with GCC sub-clause 13.1. h) “Country” has the meaning given the term in the SCC. i) “Day” means a calendar day. j) “Delivery” means the transfer of ownership of the goods from the supplier to the purchaser in accordance with the terms and conditions set forth in
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		this contract. k) “EHS” has the meaning given the term in GCC sub-clause 23.1 l) “Eligible countries” has the meaning given such a term in GCC sub-clause 7.1. m) “Final destination” has the meaning given the term in the SCC. n) “Financing agreement” has the meaning given the term in the recital clauses to the contract agreement. o) “GCC” means these general conditions of contract. p) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the supplier is required to supply to the purchaser under this contract. q) “Government” means the government of the purchaser’s country; r) “IFC performance standards” means the international finance corporation’s performance standards on environmental and social sustainability. s) “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures (SECAP). t) “IFAD” or “The Fund” has the meaning given the term in the recital clauses to this contract. u) “IFAD funding” has the meaning given the term in the recital clauses to this contract. v) “IFAD procurement guidelines” means the IFAD procurement guidelines as approved by IFAD’s executive board posted on the IFAD website, as may be amended from time to time. w) “Notification of award” means the notice sent from the purchaser to the supplier notifying the supplier that it was the successful bidder and that its bid had been accepted and that forms an integral part of this contract. x) “Party” means the purchaser or the supplier, as the case may be, and “parties” means both of them.
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		y) “Primary suppliers” means any person or legal entity who provides goods or materials essential for the contract z) “Purchaser” has the meaning given the term in the in the SCC. aa) “The Project Site”, where applicable, means the place or places named in the SCC. bb) “The purchaser’s country” is the purchaser’s country. cc) “Related services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the supplier under this contract. dd) “The 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, and other such obligations of the supplier covered under the contract. ee) “SCC” means the special conditions of contract by which the GCC may be amended or supplemented. ff) “Schedule of requirements” means the schedule of requirements (including the technical requirements) set forth in Section V of the bidding document. gg) “Subcontractor” means any person or entity to whom any part of the goods to be supplied or execution of any part of the related services is subcontracted by the supplier in accordance with the terms of this contract. hh) “The supplier” means the individual or firm supplying the goods and services under this contract and named in SCC. ii) “Tax” and “taxes” have the meanings given the terms in the financing agreement or related agreement.
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2. Interpretation and General Matters	2.1	Unless otherwise indicated, throughout this contract: a) “Confirmation” means confirmation in writing; b) “In writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt; c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; d) the feminine means the masculine and vice versa; and e) the headings are for reference only and shall not limit, alter or affect the meaning of this contract.
Incoterms	2.2	Unless inconsistent with any provision of this contract, the meaning of any trade term and the rights and obligations of the parties thereunder shall be as prescribed by the current edition of Incoterms as specified in the SCC. Incoterms are the international rules for interpreting trade terms published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.
Entire Agreement	2.3	This contract constitutes the entire agreement between the purchaser and the supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties made prior to the date of this contract. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this contract.
Amendment	2.4	No amendment or other variation of this contract shall be valid unless it is in writing, is dated, expressly refers to this contract, and is signed by a duly authorized representative of each party to this contract.
Waivers, Forbearance, Etc.	2.5	The following shall apply with respect to any waivers, forbearance, or similar action taken under this contract. a) Any waiver of a party’s rights, powers, or remedies under this contract must be in writing,

		dated, and signed by an authorized representative of the party granting such waiver, and must specify the terms under which the waiver is being granted. b) No relaxation, forbearance, delay, or indulgence by either party, as the case may be, in enforcing any of the terms and conditions of this contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under this contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
Severability	2.6	If any provision or condition of this contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this contract
Documents Making Up This Contract	2.7	The following documents are deemed to form an integral part of this contract and shall be interpreted in the following order of priority: a) the Form of Contract Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately prior to the GCC and including the signatures of the purchaser and the supplier; b) the bid form; c) the purchaser's notification of award; d) the special conditions of contract; e) the general conditions of contract f) the price schedules submitted by the bidder and the schedule of requirements; g) the technical specifications; h) the contractor's self-certification form; i) the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations; and j) any other document listed in the SCC as forming part of this contract.
3. Prohibited	3.1	The Fund requires that all beneficiaries of IFAD funding,

Practices		including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").
	3.2	For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "Prohibited Practices": a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party; b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party; d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party; "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or

		intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.
	3.3	The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.
	3.4	In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. [1] The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.
	3.5	In addition, the Fund has the right to, at any time, declare a mis procurement and/or the ineligibility of any

		expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.
	3.6	The supplier will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.
	3.7	Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected ^[2] by auditors and/or investigators appointed by the Fund.
	3.8	The supplier is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
	3.9	If the Fund determines that the supplier, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices in connection with an IFAD-financed or IFAD-managed activity or operation, including in competing for, or executing, this contract, the purchaser may, by written notice, immediately terminate

		the supplier's employment under the contract and the provisions of GCC 36 shall apply.
	3.10	The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.
4. SECAP Performance Standards	4.1	The contract shall be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on https://www.ifad.org/en/secap .
5. Law and Language Governing the Contract	5.1	This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.
	5.2	This contract has been executed in the language(s) specified in the SCC. If the contract is executed in more than one language, the primary language specified in the SCC shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.
6. Association	6.1	Where the supplier is a joint venture or other association of more than one person or entity, all of the members of such joint venture or association shall be jointly and severally liable to the purchaser for the fulfillment of the provisions of this contract and designate the member identified in the SCC to act on their behalf in exercising all the supplier's rights and obligations toward the purchaser under this contract, including without limitation the receiving of instructions and payments from the purchaser. The composition or the constitution of the joint venture or other association shall not be altered without the prior consent of the purchaser in writing.
7. Eligibility	7.1	The supplier and its subcontractors shall at all times during the term of this contract have the nationality of a country or territory eligible, in accordance with the latest

		IFAD procurement guidelines as approved by the executive board (“eligible countries”). The supplier or a subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	7.2	All goods and related services to be supplied under this contract shall have their origin in eligible countries.
	7.3	For the purpose of this GCC clause 7, “origin” means the place where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to the related services, the term “origin” means the place from which the related services are supplied.
8. Notices	8.1	Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the authorized person specified in the SCC representing the party to whom the communication is addressed, and when sent to such party at the address specified in the SCC, or sent by facsimile or electronic e-mail with confirmation, if sent during normal business hours of the recipient party, unless the giving of notice is otherwise governed by applicable law.
	8.2	A party may change its address for receiving notice under this contract by giving the other party notice in writing of such change to the address specified in the SCC.
9. Settlement of Disputes	9.1	The purchaser and the supplier shall use their best efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this contract.

	9.2	If the parties fail to resolve any disagreement or dispute in accordance with GCC sub-clause 9.1 within thirty (30) days after the receipt by one party of the other party's request for such resolution, either party may submit the disagreement or dispute in accordance with the provisions specified in the SCC.
10. Scope of Supply	10.1	The goods and related services to be supplied shall be as specified in the schedule of requirements.
	10.2	Unless otherwise stipulated in this contract, the goods shall include all such items not specifically mentioned in this contract but that can be reasonably inferred from this contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in this contract.
11. Delivery and Documents	11.1	The delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the schedule of requirements. The details of shipping and other documents to be furnished by the supplier are specified in the SCC.
12. Supplier's Responsibilities	12.1	The supplier shall supply all the goods and related services included in the scope of supply in accordance with GCC clause 10, and the delivery and completion schedule, as per GCC clause 11.
13. Contract Price	13.1	The contract price shall be as specified in the SCC (the "contract price") subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to this contract.
	13.2	Prices charged by the supplier for the goods delivered and the related services performed under this contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustments authorized in the SCC.
14. Terms of	14.1	This contract price, including any advance payments, if applicable, shall be paid as specified in the SCC.

Payment	14.2	The supplier's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the documents submitted pursuant to GCC clause 11 and upon fulfillment of all other relevant obligations stipulated in this contract.
	14.3	Payments shall be made promptly by, or on behalf of, the purchaser, no later than thirty (30) days after receipt by the purchaser of an invoice or request for payment from the supplier in form and substance satisfactory to the purchaser.
	14.4	The currency in which payments shall be made to the supplier under this contract shall be those in which the bid price is expressed.
	14.5	In the event that the purchaser fails to pay the supplier any payment by its respective due date or within the period set forth in the SCC, the purchaser shall pay to the supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
15. Taxes and Duties	15.1	The regulation and applicability of taxes to this contract are specified in the SCC.
	15.2	The supplier, any subcontractor and their respective personnel, and their eligible dependents, shall follow the usual customs procedures of the country in importing property into the country.
	15.3	The purchaser shall use reasonable efforts to ensure that the government provides the supplier, the subcontractors, and their respective personnel the exemptions from taxation applicable to such persons or entities, if the purchaser fails to comply with its obligations under this paragraph, the supplier shall have the right to terminate this contract in accordance with GCC sub-clause 37.1(d).
	16.1	The supplier shall, within twenty-eight (28) days of the

16. Performance Security		notification of contract award, provide a performance security for the due performance of this contract in the amount specified in the SCC.
	16.2	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 in accordance with the terms of this contract.
	16.3	The performance security shall be denominated in the currency of this contract, and shall be in the form of either a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in purchaser's country or in an eligible country and in form and substance satisfactory to the purchaser, substantially in the appropriate form included in Section VIII - Contract Forms.
	16.4	The performance security shall be discharged by the purchaser and returned to the supplier not later than twenty-eight (28) days following the date of completion of the supplier's performance obligations under this contract, including any warranty obligations.
17. Copyright	17.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the purchaser by the supplier shall remain vested in the supplier, or, if they are furnished to the purchaser directly or through the supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
18. Confidential Information	18.1	The purchaser and the supplier shall keep confidential and shall not, without the prior written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party in connection with this contract, whether such information has been furnished prior to, during or following completion or termination of this contract. Notwithstanding the above, the supplier may furnish to its subcontractor such documents, data, and other information it receives from the purchaser to the extent

		required for the subcontractor to perform its work under this contract, in which event the supplier shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the supplier under this GCC clause 18.
	18.2	The purchaser shall not use documents, data, and other information received from the supplier for any purposes unrelated to this contract. Similarly, the supplier shall not use documents, data, and other information received from the purchaser for any purpose other than the design, procurement, or other work and services required for the performance of this contract.
	18.3	The obligation of a party under GCC sub-clauses 18.1 and 18.2 above, however, shall not apply to information that: a) now or hereafter enters the public domain through no fault of that party; b) can be proven to have been possessed by that party at the time of disclosure and which information was not previously obtained, directly or indirectly, from the other party; c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; or d) is required to be shared to comply with applicable law.
	18.4	The provisions of GCC clause 18 shall survive completion or termination, for whatever reason, of this contract.
19. Engagement of Staff and Labour	19.1	The supplier shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the supplier's personnel. At a minimum, the supplier shall provide all supplier's personnel with documented information that is clear and understandable regarding their rights under all the applicable laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare,

		immigration and emigration upon beginning the working relationship and when any material changes occur.
	19.2	The supplier shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.
	19.3	The supplier shall provide a grievance mechanism for supplier's personnel, including subcontractor staff, if a separate subcontractor grievance mechanism does not exist, to raise workplace concerns. The supplier shall inform its personnel of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.
	19.4	Where accommodation or welfare facilities are provided to supplier's personnel, the supplier shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the supplier's personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal

		opportunity. Accommodation arrangements shall not restrict freedom of movement or of association, save that separate facilities should be provided for men and women.
20. Sexual Harassment, Sexual Exploitation and Abuse	20.1	The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse.
	20.2	Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract.
	20.3	Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations.
	20.4	The purchaser may take measures, including immediate termination of the contract, against the supplier, its personnel or any subcontractors, if at any time the purchaser becomes aware of proven acts of sexual harassment, sexual exploitation and abuse by the supplier and/or its personnel, directly or through an agent, in competing for, or in performance of, this contract.
21. Non-Discrimination and Equal Opportunity	21.1	The purchaser adheres to the principle of equal opportunity and fair treatment in its employment practices. The purchaser expects that the supplier shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality,

		ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The purchaser expects that the supplier shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
22. Subcontracting	22.1	The supplier shall obtain prior approval in writing of the purchaser before entering into a subcontract for the performance of any of its obligations under this contract. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Subcontracting shall in no event relieve the supplier from any of its obligations, duties, responsibilities, or liabilities under this contract. Subcontracts shall comply with the provisions of GCC clauses 3 and 7.
	22.2	The supplier shall be responsible for monitoring compliance of subcontractors and primary suppliers to the labor and working conditions outlined in the IFC performance standards in force from time to time.
	22.3	The supplier shall monitor its primary suppliers on an ongoing basis and, where there is a high risk of significant life-threatening situations related to the primary suppliers' workers, the supplier will introduce procedures and mitigation measures to ensure that primary suppliers are taking steps to prevent or to correct such life-threatening situations. Where a remedy is not possible, the supplier shall shift its primary suppliers from which it obtains

		supplies for this contract.
23. Specifications and Standards	23.1	The goods and related services supplied under this contract shall conform to the technical specifications and standards, including environmental, health and safety (“EHS”) requirements, specified in the schedule of requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods’ and related services’ country(ies) of origin.
	23.2	The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the purchaser, by giving a notice of such disclaimer to the purchaser.
	23.3	Wherever references are made in this contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the schedule of requirements. During contract execution, any changes in any such codes and standards shall be applied only after approval by the purchaser and shall be treated in accordance with GCC clause 32.
24. Packing and Documents	24.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.
	24.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in this contract, including additional requirements, if any,

		specified in the SCC, and in any other instructions ordered by the purchaser.
25. Insurance	25.1	Unless otherwise specified in the SCC, the goods supplied under this contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.
26. Transportation	26.1	Unless otherwise specified in the SCC, responsibility for arranging transportation of the goods shall be in accordance with the Incoterms and as specified in the schedule of requirements.
27. Inspections and Tests	27.1	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 as are specified in the schedule of requirements.
	27.2	The inspections and tests may be conducted on the premises of the supplier or its subcontractor, at point of delivery, and/or at the goods' final destination, or in another place in purchaser's country as specified in the SCC. Subject to GCC sub-clause 27.3, if conducted on the premises of the supplier or its subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
	27.3	The purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC sub-clause 27.2, 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.
	27.4	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.
	27.5	The purchaser may require the supplier to carry out any test and/or inspection not required by this contract but deemed necessary to verify that the characteristics and performance of the goods comply with the technical specifications codes and standards under this 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 this 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 this contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.
	27.6	The supplier shall provide the purchaser with a report of the results of any such test and/or inspection.
	27.7	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, including EHS requirements. 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 GCC sub-clause 27.4.
	27.8	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 GCC sub-clause 27.6, shall release the supplier from any warranties or other obligations under this contract.
28. Liquidated Damages	28.1	Except as provided under GCC clause 33, if the supplier fails to deliver any or all of the goods or perform the related services within the period specified in this

		contract, the purchaser may without prejudice to any and all of its other remedies under this contract, or applicable law, deduct from this contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the undelivered goods and related services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the purchaser may terminate this contract pursuant to GCC clause 36.
29. Warranty	29.1	The supplier warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in this contract.
	29.2	Subject to GCC sub-clause 23, the supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, or workmanship that may develop under normal use in the conditions prevailing in the purchaser's country.
	29.3	Unless otherwise specified in the SCC, the warranty shall remain valid for a minimum of twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination and issuance of acceptance certificate, or for eighteen (18) months after the date of shipment from or loading in the country of origin, whichever period concludes earlier. The warranty period for goods that were repaired or replaced during the warranty period shall be twelve (12) months from the date on which such goods were repaired or replaced.
	29.4	The purchaser shall give notice to the supplier stating the nature of any defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the supplier to inspect such defects.

	29.5	Upon receipt of such notice, the supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective goods or parts thereof, at no cost to the purchaser.
	29.6	If having been notified, the supplier fails to remedy the defect within the period specified in SCC 29.5; the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under this contract or applicable law.
30. Patent Indemnity	30.1	The supplier shall, subject to the purchaser's compliance with GCC sub-clause 30.2, indemnify and hold harmless the purchaser and its employees, officers and directors 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 existing by reason of: a) the installation of the goods by the supplier or the use of the goods in the purchaser's country; 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 this 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 this contract.
	30.2	If any proceedings are brought or any claim is made against the purchaser arising out of the matters referred to

		in GCC sub-clause 30.1, 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. 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.
	30.3	The purchaser shall, at the supplier's request, afford all reasonably 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.
	30.4	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 this 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.
31. Limitation of Liability	31.1	Except in cases of criminal negligence or willful misconduct, 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 this 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 in accordance with GCC clause 30.
32. Change in Laws and Regulations	32.1	Unless otherwise specified in this contract, if after the date of the bidding document, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed in the particular area of the purchaser's country where the final destination is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or this contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under this contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 13.
	32.2	Notwithstanding the provisions of GCC sub-clause 32.1, if, after the date of this contract, there is any change in the applicable law with respect to taxes that increases or decreases the cost incurred by the supplier in performing its obligations under this contract, payments to the supplier shall not be adjusted. However, the provisions of GCC sub-clause 15.1 shall be applicable in such a situation.
33. Force Majeure	33.1	For the purposes of this contract, "force majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a party, and is not

		the result of any acts, omissions or delays of the party relying on such event of force majeure, (or of any third party over whom such party has control, including any subcontractor), (b) is not an act, event or condition the risks or consequence of which such party has expressly agreed to assume under this contract, (c) could not have been prevented, remedied or cured by such party's reasonable diligence, and (d) makes such party's performance of its obligations under this contract impossible or so impractical as to be considered impossible under the circumstances.
	33.2	The failure of a party to fulfill any of its obligations under this contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of force majeure.
	33.3	A party affected by an event of force majeure shall continue to perform its obligations under this contract as far as is reasonably practical and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of force majeure.
	33.4	A party affected by an event of force majeure shall provide evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	33.5	Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
	33.6	The supplier shall not be liable for forfeiture of its

		performance security, liquidated damages, or termination for default (other than in accordance with GCC sub-clause 36.1(d)) if and to the extent that its delay in performance or other failure to perform its obligations under this contract is the result of an event of force majeure.
	33.7	In the case of disagreement between the parties as to the existence or extent of an event of force majeure, the matter shall be settled in accordance with GCC clause 9.
34. Change Orders and Contract Amendments	34.1	The purchaser may at any time order the supplier through notice in accordance GCC clause 8, to make changes within the general scope of this contract in any one or more of the following: a) drawings, designs, or specifications, where goods to be furnished under this contract are to be specifically manufactured for the purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the related services to be provided by the supplier.
	34.2	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 this contract, an equitable adjustment shall be made in this contract price or in the delivery/completion schedule, or both, and this contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the supplier's receipt of the purchaser's change order. All claims for adjustment submitted by the supplier pursuant to this clause shall include a reasonably detailed explanation of the increased costs and/or time, including reasons for such increases.
	34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in this 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.
	34.4	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.
35. Extensions of Time	35.1	If at any time during performance of this contract, the supplier or its subcontractors should encounter conditions impeding timely delivery of the goods or completion of related services pursuant to GCC clause 11, the supplier shall promptly notify the purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its sole discretion extend the supplier's time for performance (with or without liquidated damages as determined by the purchaser in its sole discretion), in which case the extension shall be ratified by the parties by amendment of this contract.
	35.2	Except in case of force majeure, as provided under GCC clause 33, a delay by the supplier in the performance of its delivery and completion obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC clause 28, unless an extension of time is agreed upon, pursuant to GCC sub-clause 35.1.
36. Termination by Purchaser	36.1	Termination for Default: Without prejudice to any other remedies that may be available to it for breach of this contract, the purchaser, upon written notice to the supplier, may terminate this contract, in whole or in part, in case of the occurrence of any of the events specified in sub-paragraphs (a) through (g) of this GCC sub-clause 36.1. a) If the supplier, in the judgment of the purchaser, fails to perform its obligations relating to the use of funds. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the supplier repay any and all funds so misused within a maximum of thirty (30)

		days after termination. b) If the supplier fails to deliver or perform any or all of the goods or related services within the period specified in this contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clause 35.1. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by the purchaser. In the event the purchaser terminates this contract in whole or in part, pursuant to this sub-paragraph, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the supplier shall be liable to the purchaser for any additional costs for such similar goods or related services. However, the supplier shall continue performance of this contract to the extent not terminated. c) If the supplier does not remedy a failure to perform any of its other obligation under this contract (other than a failure contemplated by sub-paragraphs (a) or (b) immediately preceding this sub-paragraph) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the purchaser. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days or such later date as may be specified by the purchaser. d) If, as the result of an event of force majeure, the supplier is unable to perform a material portion of its obligations for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the purchaser. e) If the supplier fails to comply with any final decision
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		reached as a result of arbitration proceedings pursuant to GCC clause 9. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the purchaser. f) If the Fund determines that the supplier, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 3. g) If the purchaser becomes aware of any proven acts of sexual harassment, sexual exploitation and abuse by the supplier and/or its personnel, directly or through an agent, pursuant to GCC 20.
	36.2	Termination for insolvency The purchaser may at any time terminate this contract by giving notice to the supplier if the supplier becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the purchaser in such notice of termination. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the purchaser.
	36.3	Termination for convenience a) The purchaser, by notice sent to the supplier, may terminate this contract, in whole or in part, at any time in its sole discretion for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of the supplier under this contract is terminated, and the date upon which such termination becomes effective. b) In the case of any termination in accordance with this

		GCC sub-clause 36.3, the goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at this contract terms and prices. For the remaining goods, the purchaser may elect: (i) to have any portion completed and delivered at the terms and prices set forth in this contract; and/or (ii) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and related services and for materials and parts previously procured by the supplier.
	36.4	Suspension or termination related to the financing agreement or applicable law a) The purchaser, by notice sent to the supplier, may suspend or terminate this contract, in whole or in part, if the financing agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the financing agreement. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 36.4(a), the supplier has an obligation to mitigate all expenses, damages and losses to the purchaser during the period of the suspension. b) The purchaser, by notice sent to the supplier, may suspend or terminate this contract, in whole or in part, if suspension or termination is permitted under applicable law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 36.4(b) the supplier has an obligation

		to mitigate all expenses, damages and losses to the purchaser during the period of the suspension.
37. Termination by the Supplier	37.1	The supplier may terminate this contract, by not less than thirty (30) days' written notice to the purchaser, in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC sub-clause 37; a) If the purchaser fails to pay any money due to the supplier pursuant to this contract that is not otherwise subject to dispute pursuant to GCC clause 9 within forty-five (45) days after receiving written notice from the supplier that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the purchaser to the supplier within such thirty (30) days. b) If, as the result of an event of force majeure, the supplier is unable to perform a material portion of this contract for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. c) If the purchaser fails to comply with any final decision reached as a result of arbitration pursuant to GCC clause 9. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination. d) If the supplier does not receive a reimbursement of any taxes that are exempt under the financing agreement within one hundred and twenty (120) days after the supplier gives notice to the purchaser that such reimbursement is due and owing to the supplier. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of

		termination is made to the supplier within such thirty (30) days. e) If this contract is suspended in accordance with GCC sub-clauses 36.4(a) or 36.4(b) for a period of time exceeding three (3) consecutive months; provided that the supplier has complied with its obligation to mitigate in accordance with GCC sub-clauses 36.4(a) or 36.4(b) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
38. Prohibition of Harmful Child Labour	38.1	The supplier shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where applicable law does not specify a minimum age, the supplier shall ensure that children aged below 15 are not employed to perform work under this contract. Where applicable law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.
	38.2	The supplier shall monitor its primary suppliers on an ongoing basis in order to identify any significant changes in these suppliers. If new risks or incidents of child labor are identified, the supplier shall take appropriate steps to remedy them.
39. Accounting, Inspection and Auditing	39.1	The supplier shall keep accurate and systematic accounts and records in respect of the provision of the goods and related services under this contract, and internationally accepted accounting principles.
40. Use of Funds; Compliance with	40.1	The supplier shall ensure that its activities do not violate provisions relating to use of funds and SECAP.

SECAP		
41. Assignment	41.1	Neither party shall assign the whole or any part of the contract, or any benefit or interest in or under the contract, without the consent of the other party; provided that, the purchaser may assign the whole or any part of the contract, or any benefit or interest in or under the contract, to another person or entity of the government (or another entity designated by the government) without the consent of the supplier. The purchaser shall use commercially reasonable efforts to notify the supplier as soon as reasonably practicable of any such assignment. Any attempted assignment that does not comply with the terms of this GCC sub-clause 41.1 shall be null and void.
	41.2	In the event of any assignment of the contract by the purchaser in accordance with GCC sub-clause 41.1: a) the supplier shall obtain a replacement performance security according to the terms of GCC clause 16 in an amount equal to that of the then currently issued performance security (or an amount commensurate to the current contract price where the assignment is a partial one) naming the purchaser's assignee as beneficiary, and shall deliver this replacement performance security to the purchaser on or before the date the assignment becomes effective at which time the purchaser shall concurrently return the original performance security to the supplier; b) in the event any advance payment guarantee is outstanding at the time of assignment, the supplier shall obtain a replacement advance payment guarantee according to the terms of GCC sub-clause 14.1 in an amount equal to that of the then currently issued advance payment guarantee (or an amount commensurate to the current contract price where the assignment is a partial one) naming the purchaser's assignee as beneficiary, and shall deliver this replacement advance payment guarantee to the purchaser on or before the date the assignment

		becomes effective at which time the purchaser shall concurrently return the original advance payment guarantee to the supplier.
42. Acceptance	42.1	Acceptance shall occur in respect of the goods and related services, when a) the inspections and tests, as specified in SR5 of Section V - Schedule of Requirements, and/or SCC have been successfully completed; or b) the inspections and tests as specified in SR5 of Section V. have not been successfully completed or have not been carried out for reasons that are attributable to the purchaser within the period from the date of delivery or any other agreed-upon period as specified in Section V - Schedule of Requirements; or c) the purchaser has put the goods into use for sixty (60) consecutive days. If the goods are put into use in this manner, the supplier shall notify the purchaser and document such use.
	42.2	At any time after any of the events set out in GCC sub-clause 42.1 have occurred, the supplier may give a notice to the purchaser requesting the issue of an acceptance certificate, as provided in Section VIII - Contract Forms.
	42.3	After consultation with the purchaser, and within fourteen (14) days after receipt of the supplier's notice, the purchaser shall: a) issue an acceptance certificate; or b) notify the supplier in writing of any defect or deficiencies or other reason for the failure of the inspections and tests; or c) issue the acceptance certificate, if the situation covered by GCC sub-clause 42.1 (b) arises.
	42.4	The supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the inspections and tests that the purchaser has notified the supplier of. Once such

		remedies have been made by the supplier, the supplier shall notify the purchaser, and the purchaser, with the full cooperation of the supplier, shall use all reasonable endeavors to promptly carry out retesting of the goods. Upon the successful conclusion of the Inspections and tests, the supplier shall notify the purchaser of its request for acceptance certification, in accordance with GCC sub-clause 42.2 The purchaser shall then issue to the supplier the acceptance certification in accordance with GCC sub-clause 42.3(a), or shall notify the supplier of further defects, deficiencies, or other reasons for the failure of the inspections and tests. The procedure set out in this GCC sub-clause 42.4 shall be repeated, as necessary, until an acceptance certificate is issued.
	42.5	If the goods fail to pass the inspections and tests in accordance with SR5 of Section V - Schedule of Requirements, then either: a) the purchaser may terminate the contract, pursuant to GCC sub-clause 36.1(b); or b) the supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the contract, if the failure to achieve acceptance within the specified time period is a result of the failure of the purchaser to fulfill its obligations under the contract, then.
	42.6	If within fourteen (14) days after receipt of the supplier's notice the purchaser fails to issue the acceptance certificate or fails to inform the supplier in writing of the justifiable reasons why the purchaser has not issued the acceptance certificate, the supplier shall send a notification to the purchaser informing that the fourteen (14) day period has expired. if the purchaser fails to take action as set forth above in this GCC sub-clause 42.6 within three (3) days from the receipt of such notice, the goods shall be deemed to have been accepted as of the date of the supplier's said notice.

[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

APPENDIX A
TO GENERAL CONDITIONS
Fraud and Corruption

1. Purposes	1 .1	The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. Requirements	2 .1	The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection, and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
	2.2	To this end, the Bank: a. Defines, for the purposes of this provision, the terms set forth below as follows: i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation; iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to

		influence improperly the actions of a party; v. “obstructive practice” is: (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below. b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-suppliers, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur,
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		including by failing to inform the Bank in a timely manner at the time they knew of the practices; d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-supplier, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project; e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, suppliers, and contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.
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[\[1\]](#) For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-supplier, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] A nominated sub-supplier, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[3] Inspections in this context usually are investigative(i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

TO GENERAL CONDITIONS

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

SEA and/or SH Declaration
We: “ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. “ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. “ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. “ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. “ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
<i>[If (d) or (e) above are applicable, provide the following information:]</i>
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____ Contract description: _____

Brief summary of evidence provided: _____

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above**) *[attach details as appropriate]*.

Name of the Subcontractor

Name of the person duly authorized to sign on behalf of the Subcontractor

Title of the person signing on behalf of the Subcontractor

Signature of the person named above

Date signed _____ day of _____, _____

Counter signature of authorized representative of the Contractor:

Signature: _____

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

SECTION IX: PARTICULAR CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of the Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC Clause	SCC Clause Description	GCC Clause	GCC Clause Description
1.	Definitions	1.1	Bid reference number: 250/TZA-2000001519-0380-ICT-G/2025-26/G/01.. The final destination is: Morogoro, Njombe, Arusha, Mwanza, Tabora, Mtwara.
2.	Version of Incoterms	2.2	The Incoterms edition is Incoterms 2020.
3.	Other Contract Documents	2.7(j)	Other documents forming an integral part of this contract are Contract Discussion Minutes.
4.	Language of the Bid	5.2	This contract shall be executed in the English language. English shall be the primary language.
5.	Settlement of Disputes	9.2	Disputes arising under this contract that are not resolved by the parties in accordance with GCC sub-clause 9.1, shall be settled by arbitration in accordance with the following provisions: Adjudicator Appointing Authority: Tanzania Institute of Arbitrators (TIArb). A place for Arbitration: Morogoro.
6.	Delivery and Documents	11.1	For Goods supplied from outside Purchaser's country: Incoterm shall be: EXW : Ex Works Within Tanzania. Any other procurement-specific document required

			for delivery or payment purposes: 1. Invoice. Packing list .
7.	Contract Price	13.2	The prices charged for the goods delivered and related services performed shall not be adjustable.
8.	Terms of Payment	14.1	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: (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 bidding document or another form acceptable to the Purchaser. (ii) On Shipment: 0 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. (iii) On Acceptance: 100 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of foreign and local currency portions shall not be applicable. Payment for Goods and Services supplied from within the Purchaser's Country: Payment for Goods and Services supplied from

			within the Purchaser's Country shall be made in The Tanzanian Shilling, 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 bidding document or another form acceptable to the Purchaser. (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 13. (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 Purchaser.
9.		14.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 6 days. The interest rate that shall be applied is 0 percent.
10.	Taxes and Duties	15.1	The contract is subject to the following taxes: Value Added Tax. The borrower/recipient covers taxes either in cash or through exemptions as part of its co-financing of the project. Customs duties to be paid are: Import duties.
11.	Performance Security	16.1	Performance Security will be in the form of a Performance Security - Bank Guarantee in the amount of 10.00 percent of the accepted contract amount and in the same currency(ies) of the accepted contract Amount.
12.	Parking and Documents	24.2	Additional Packing is not required

13.	Insurance	25.1	The insurance coverage shall be as follows: i. Third Party Insurance amount: null 800000000 ii. Property Insurance: null 800000000 iii. Personal Injury or Death Insurance: null 800000000 iv. Equipment Insurance: null800000000 The Insurance shall be in an amount equal to 115 percent of the CIP value of the goods from “warehouse” to “warehouse” on an “all risks” basis, including war risks and strikes.
14.	Transportation	26.1	Responsibility for transportation of the goods shall be as specified in the Incoterms.
15.	Inspection and Tests	26.2	The inspections and tests shall be conducted at PE Laboratories in Mwanza, Mtwara, Morogoro, Tabora, Arusha and Njombe. Nature, frequency, procedures for carrying out the inspections and tests are defined in Part 2 - Supply Requirement.
16.	Liquidated Damages	28.1	The liquidated damage shall be: 0.2 percent per week. The maximum amount of liquidated damages shall be: 10 percent.
17.	Warranty	29.3	The duration of the warranty is 12 months from the date of acceptance of the goods and related services at the final destination and issuance of the acceptance certificate.
		29.5	The supplier shall repair or replace the defective goods or parts thereof within 30 days.

SECTION VII: CONTRACT FORMS

NOTICE OF INTENTION TO AWARD A CONTRACT

(This will be available in the system on award of contract)

LETTER OF ACCEPTANCE

(The letter will be available in the system during award of contract)

Form of Contract Agreement

This agreement made the day of_20 between *[name of purchaser]* of the purchaser's country (hereinafter called "the purchaser") of the one part and *[name of supplier]* of *[city and country of supplier]* (hereinafter called "the supplier") of the other part:

Whereas the purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the contract price").

Now this agreement witness as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - (a) this form of contract agreement;
 - (b) the bid form and the price schedule submitted by the bidder;
 - (c) the schedule of requirements;
 - (d) the technical specifications;
 - (e) the contractor's self-certification form;
 - (f) the special conditions of contract;
 - (g) the general conditions of contract;
 - (h) the purchaser's notification of award; and
 - (i) the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.
3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. the purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the

manner prescribed by the contract.

In witnesswhereof the parties hereto have caused this agreement to be executed inaccordance with their respective laws the day and year first above written.

Signed, sealed, deliveredby_the_(for the purchaser)

Signed, sealed, deliveredby_the_(for the supplier)

PERFORMANCEBANK GUARANTEE [UNCONDITIONAL]

[The **bank/successful Tenderer** providing theGuarantee shall fill in this form in accordance with the instructions indicatedin brackets, if the Employer requires this type of security.]

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

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

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insertPerformance Guarantee number]*

Wehave been informed that *[insert name ofContractor]* (hereinafter called "the Contractor") has beenawarded Contract No. *[insert referencenumber of the Contract]* dated *[insert date]* with you, for theexecution of *[insert name of Contract andbrief description of Works]* (hereinafter called "the Contract").

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

Atthe request of the Contractor, we *[insertname of Bank]* hereby irrevocably undertake to pay you any sum or sums notexceeding in total an amount of *[insertamount in figures]* (*[insert amount inwords]*), such sum being payable in the types and proportions of currenciesin which the Contract Price is payable, upon receipt by us of your first demandin writing accompanied by a written statement stating that the Contractor is inbreach of its obligation(s) under the Contract, without your needing to proveor to show grounds for your demand or the sum specified therein.

Thisguarantee shall expire no later than twenty-eight days from the date ofissuance of the Taking-Over Certificate, calculated based on a copy of suchCertificate which shall be provided to us, or on the *[insert number]* day of *[insert month]*,*[insert year]*, whicheveroccurs first. Consequently, any demandfor payment under this guarantee must be received by us at this office on orbefore that date.

[signature(s) of an authorizedrepresentative(s) of the Bank]

[seal of the Bank]

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

PERFORMANCE BOND

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

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor 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 Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a

succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

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

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

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

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

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

Date *[insert date]*

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

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

Date *[insert date]*

Advance Payment Security

Demand Guarantee

[Guarant or letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.:*[Insert guarantee reference number]*

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any

demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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[signature(s)]

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

1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

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Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities, and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance toward prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate, and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavors to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
 - (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
 - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
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- (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
- (e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering, or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:

- (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
- (b) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
- (c) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
- (d) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”).

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its

operations and activities. This may include adopting and maintaining:

- (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
- (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
- (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which maybe exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:
- (a) Refrain from engaging in prohibited practices;
 - (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and
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(e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

- (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
- (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions^[1] and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;
- (c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
- (d) Include provisions in procurement documents and contracts with third parties which:
 - (i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement processor the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or

activity;

- (iii) Inform third parties of the Fund's jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
 - (iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
 - (v) by auditors and/or investigators appointed by the Fund;
 - (vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
 - (vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and
 - (viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
- (e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
 - (f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;
 - (g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and
 - (h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
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12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.
13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.
14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.
15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.
 17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
 18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of
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the investigative, sanctioning, or disciplinary process without the consent of the reporting party.

19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii)Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.

21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.

22. Reviews and investigations conducted by the Fund are, inter alia:

- (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;
- (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
- (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11 (f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F.Sanctions and related measures

(i)Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.
25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii)Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.
27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.
28. The Fund may apply any of the following sanctions or a combination thereof:
- (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii)benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;
 - (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;
 - (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
 - (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
 - (e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.

29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.
30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.[\[2\]](#)

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.
33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

35. The Fund may refuse to give its no-objection to the award of a contract to a third party
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if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers, and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii)Declaration of mis procurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a mis procurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii)Suspension or cancellation of loan or grant

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.

[1] The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

[2] The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

SELF-CERTIFICATION FORM

This self-certification form is to be completed by the contractor. The contractor shall submit the completed form together with the signed contract agreement to **TANZANIA OFFICIAL SEED CERTIFICATION INSTITUTE**. Instructions for completing this form are provided below.

Full legal name of contractor:	
Full legal name of contractor's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of [name of the contractor] , as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the contractor and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

q The contractor certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

q The contractor declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")^[1] and/or temporary suspensions have been imposed on the contractor and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to contractor)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

q The contractor certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

q The contractor certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

q Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;

q Do not have any actual or potential, and do not reasonably appear to have the same legal

representative as another bidder for purposes of this bid or execution of the contract;

- q Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
- q Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- q Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

q **[To be completed only if the previous boxes were not checked]**

The contractor declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

- q The contractor certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

q **[To be completed only if the previous box was not checked]**

The contractor declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid

with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]

- [Name of Recipient/Address/Date/Reason/Amount]

q The contractor acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The contractor should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) show one or more individuals or entities, including the contractor itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the contractor should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the contractor believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the contractor to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD, regardless of the estimated value of the proposed contract.

All of these documents must be retained by the contractor as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

[\[1\]](#) The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development,

additional information may be located at:
<http://crossdebarment.org/>.[.ttp://crossdebarment.org/](http://crossdebarment.org/).