INVITATION TO BID FOR THE PURCHASE OF MOTOR VEHICLE T209 CD 78,
FORD RANGER

21st April, 2020

1. The East, Central and Southern Africa Health Community (ECSA-HC) is a diplomatic
regional intergovernmental organization established in 1974 to foster cooperation that
will lead to the strengthening of health programs in the region and promote
attainment of the highest possible standards of health amongst member states. The
member states of the ECSAHC are Kenya, Lesotho, Malawi, Mauritius, Eswatini,
Tanzania, Uganda, Zambia and Zimbabwe. The ECSA-HC Secretariat is based in
Arusha, Tanzania.

2. The ECSA-HC intends to dispose one of its motor vehicles, a 2007 Ford Ranger with
registration number T209 CD 78. The motor vehicle is disposed on an “as is, where is”
basis and the ECSA-HC shall have no further liability after sale.

3. The ECSA-HC now invites firms or individuals to submit sealed bids for the purchase of
the said motor vehicle, T206 CD 78, Ford Ranger, as it has been described in page No.30
in the Instruction to Bidders (ITB).

4. Bidding will be conducted through the National Competitive Bidding (NCB)
procedures as specified in the ECSA-HC Procurement Manual and is open to all
Bidders.

5. Interested bidders may inspect the motor vehicle at the ECSA-HC offices, Plot
No.157 Olorien, Njiro Road, Arusha-Tanzania on 22nd to 24th April, 2020 from
0900hrs to 1500hrs except on weekends and public holidays.

6. All Bids in one original plus one copy properly filled in, and enclosed in plain
envelopes must be delivered to ECSA-HC not later than 30th April, 2020 at 1500hrs.
Bids will be opened promptly thereafter in public and in the presence of Bidders’
representatives who choose to attend in the opening ceremony at the ECSA-HC
Offices, Board Room at the 1st Floor.

7. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not
read out in public at the bid opening ceremony shall not be accepted for evaluation
irrespective of the circumstances.

8. A full set of the Bidding Document is available through our website; www.ecsahc.org
SECTION II: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid  
   1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS) invites bids for disposal of asset(s) as specified in the Bid Data Sheet and Section VI, Description of Asset(s). Bids are invited for an estimated quantity as specified in the Bid Data Sheet.
   
   1.2 The successful bidder will be expected to pay and collect the assets within the period specified in the Bid Data Sheet.

2. Eligible Bidders  
   2.1 This Invitation to Bid is open to all eligible bidders.
   
   2.2 Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

3. One Bid per Bidder  
   3.1 A Bidder shall submit only one bid, either individually or as a partner in a joint venture.
   
   3.2 A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.

4. Referential bids  
   4.1 A bidder who submits a bid making a reference to other bidders’ price shall cause its bid to be disqualified.

5. Cost of Bidding  
   5.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

6. Inspection of Asset(s)  
   6.1 The prospective bidders are advised to inspect asset(s) in liaison with the procuring entity before they bid. This will enable them to arrive at the most competitive bid.
6.2 Bids are based on “as is, where is” basis and the conditions of the assets are not warranted by the procuring entity.

6.3 The place and time for the inspection of asset(s) shall be as described in the **Bid Data Sheet**.

### B. Bid Documents

#### 7. Content of Documents

7.1 The assets to be disposed, bidding procedures, and Contract terms are prescribed in the Documents. Documents which should be read in conjunction with any addenda issued in accordance with ITB sub-Clause 9.2 include:

- **Section II:** Instructions to Bidders (ITB)
- **Section III:** Bid Data Sheet (BDS)
- **Section IV:** General Conditions of Contract (GCC)
- **Section V:** Special Conditions of Contract (SCC)
- **Section VI:** Description of Asset(s)
- **Section VII:** Standard Forms
  - Bid Form
  - Schedule of prices
  - Letter of acceptance
  - Form of Contract
  - Handing over certificate

7.2 The number of copies to be completed and returned with the Bid is specified in the **Bid Data Sheet**.

7.3 The “Invitation to Bid” (Section I) issued by the Procuring Entity does not form part of the Documents and is included as a reference only. In case of discrepancies between the Invitation to Bid and the Documents listed in Sub-Clause 7.1 above, the said Documents
will take precedence.

7.4 The Procuring Entity is not responsible for the completeness of the Documents and their addenda, if they were not obtained directly from the appropriate Tender Committee.

7.5 The Bidder is expected to examine all instructions, forms, terms and Conditions in the Documents. Failure to furnish all information required by the Documents or to submit a Bid substantially responsive to the Documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

8. Clarification of Documents

8.1 A prospective Bidder requiring any clarification of the Documents may notify the Procuring Entity in writing or electronic mail, telex or facsimile at the Procuring Entity's address indicated in the Bid Data Sheet prior to the deadline for the submission of Bids prescribed in sub-Clause 21.1.

8.2 The Procuring Entity will within the period stated in the Bid Data Sheet, respond in writing to any request for clarification provided that such request is received not later than the period indicated in the Bid Data Sheet prior to the deadline for the submission of Bids prescribed in sub-Clause 21.1.

8.3 Copies of the procuring Entity's response will be forwarded to all Purchasers of the documents, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Entity deem it necessary to amend the documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.

9. Amendment of Documents

9.1 Before the deadline for submission of Bids, the Procuring Entity, for any reason, whether
at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by issuing addenda.

9.2 Any addendum issued shall be part of the bid document pursuant to sub-Clause 7.1 and shall be communicated in writing or electronic mail, telex or facsimile to all who have obtained the documents directly from the Procuring Entity. Prospective Bidders shall acknowledge receipt of each addendum in writing or electronic mail, telex or facsimile to the Procuring Entity.

9.3 In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of Bids, pursuant to ITB sub-Clause 21.2.

C. Preparation of Bids

10. Language of Bid 10.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the bidders may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the bid, the translation shall govern.

11. Documents Constituting the Bid

11.1 The bid prepared by the bidder shall constitute the following components:

a) Form of Bid and a Price Schedule completed in accordance with ITB
Clauses 13 and 14;

b) Documentary evidence established in accordance with ITB Clause 12 that the bidder is eligible to Bid;

c) Bid deposit furnished in accordance with ITB Clause 17;

d) Written power of attorney in case of a firm, authorizing the signatory of the bid to commit the Bidder, in accordance with ITB sub-Clause 19.2;

e) Any other document required in the Bid Data Sheet.

12. Documents Establishing Eligibility of the Bidder

12.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of its bid, documents establishing the bidder’s eligibility to bid as listed in the Bid Data Sheet.

13. Bid Form

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

14. Bid Prices

14.1 The prices quoted by the bidder in the Bid Form and in the Schedule of Prices shall conform to the requirements specified in ITB 14.2 and 14.3.

14.2 All items in the description of asset(s) must be listed and priced separately in the Schedule of Prices. If a Price Schedule shows items listed but not priced, the Bid will be rejected as being substantially non-responsive. Items not listed in the Schedule of Prices shall be assumed to be not included in the bid and the bid will be rejected as being substantially non-responsive.

14.3 The price to be quoted in the Bid form, in accordance with ITB Sub-Clause 13.1 shall be
the total price of the bid.

15. **Bid Currencies**

   15.1 For any public assets to be sold the prices shall be quoted in Tanzanian Shillings, unless otherwise specified in the Bid Data Sheet.

   15.2 The rates of exchange to be used by the bidder in arriving at the local currency equivalent and the proportions mentioned in sub-Clause 15.1 above shall be the selling rates for similar transactions established by the authority specified in the Bid Data Sheet prevailing on the date of bid opening.

16. **Bid Validity Period**

   16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of the bid submission deadline prescribed by the Procuring Entity pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

   16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail, telex or facsimile. The bidder may refuse the request without forfeiting its bid deposit. A bidder granting a request will not be required nor permitted to modify its Bid.

17. **Bid deposit**

   17.1 Pursuant to ITB Clause 11, unless otherwise specified in the Bid Data Sheet, the Bidder shall furnish as part of its bid, a bid deposit in the amount and currency specified in the Bid Data Sheet.

   17.2 The Bid deposit is required to protect the Procuring Entity against the risk of Bidder’s conduct which would warrant the deposit forfeiture, pursuant to sub-Clause 17.7.
17.3 The Bid deposit shall be denominated in the currency of the Bid or in any other freely convertible currency and shall be in one of the following forms:

a) Certified cheque.

b) another form if indicated in the Bid Data Sheet

17.4 Any Bid not accompanied by a Bid deposit in accordance with sub-Clauses 17.1 or 17.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 27.

17.5 Unsuccessful Bidders’ Bid deposit will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Entity pursuant to ITB Clause 16.

17.6 The successful Bidder’s Bid deposit will be credited to its bid price so that it forms part of the amount of the bid and the bidder will be required to pay the bid price less the deposit amount within fourteen (14) Days from the date of signing the Contract failure of which the award will be given to the second highest evaluated bidder.

17.7 The Bid deposit may be forfeited

a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form except as provided for in sub-clause 16.2; or

b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 37;
c) In the case of a successful bidder fails to pay the balance in accordance to clause ITB 17.6.

18. Alternative Bids by Bidders

18.1 Alternative bids are not permitted. Bidders shall submit offers that comply with the requirements of the documents.

19. Format and Signing of Bid

19.1 The Bidder shall prepare an original and a copy of the bid of the documents clearly marking each “ORIGINAL.” And “COPY appropriately. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder in case of a firm. This authorisation shall consist of a written confirmation as specified in the Bid Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.

19.3 Any alterations, additions, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

19.4 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to Contract execution if the bidder is awarded the Contract.
D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

20.2 The inner and outer envelopes shall:

   a) be addressed to the Procuring Entity at the address given in the Bid Data Sheet;

   b) bear the bid reference number indicated in the Bid Data Sheet, the Invitation to Bid (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be opened in the time and the date specified in the Bid Data Sheet, pursuant to sub-Clause 21.1.

20.3 In addition to the Sub-Clause 20.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 22 and for matching purpose under ITB Clause 23.

20.4 If all envelopes are not sealed and marked as required by sub-Clause 20.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

20.5 If the outer envelope discloses the Bidder's identity, the Procuring entity will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
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<tr>
<th>Section</th>
<th>Title</th>
<th>Details</th>
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| 21.     | Deadline for Submission of Bids            | 21.1 Bids shall be received by the Tender Committee of a Procuring Entity at the address specified under sub-Clause 20.2 and no later than the date and time indicated in the Bid Data Sheet.  

21.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| 22.     | Late Bids                                  | 22.1 The Procuring Entity shall not consider for evaluation any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 21.  

22.2 Any Bid received by the Procuring Entity after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder. |
| 23.     | Modification, Substitution or Withdrawal of Bids | 23.1 A Bidder may modify, substitute or withdraw its Bid after it has been submitted, provided that written notice of modification, substitution or withdrawal, is received by the Procuring Entity prior to the deadline for submission of Bids.  

23.2 The Bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 20 and 21 with outer and inner envelops additionally marked “MODIFICATION, SUBSTITUTION OR WITHDRAWAL”. The notice may also be sent by electronic mail, telex or facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids. |
23.3 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with sub-Clause 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

23.4 No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid deposit pursuant to sub-Clause 17.7.

E. Opening and Evaluation of Bids

24. Opening of Bids 24.1 The Procuring Entity will open all Bids including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 23, in public in the presence of Bidders’ representatives who choose to attend and other parties with legitimate interest in the bid proceedings, at the place, on the date, and at the time specified in the Bid Data Sheet. The Bidders’ representatives present shall sign a register as proof of their attendance.

24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which unacceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder in case of the firm, the corresponding Bid will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate
detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.

24.3 All other envelopes shall be opened one at a time. The Bidders' names, the bid prices, the total amount of each bid, the presence or absence of bid deposit pursuant to ITB clause 17 and such other details as the Tender board may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.

24.4 Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Bidders bid.

24.5 The Secretary of Tender Board shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the bid price per Lot if applicable and the presence or absence of a Bid deposit.

24.6 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

24.7 A copy of the minutes of the bid opening shall be furnished to individual Bidder upon request.
25. **Confidentiality**

25.1 Information relating to the examination, evaluation, comparison of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25.2 Any effort by a Bidder to influence the Procuring entities processing of bids or award decisions may result in the rejection of its Bid.

26. **Clarification of Bids**

26.1 To assist in the examination and comparison of bids, the Procuring Entity may, at its discretion, ask any Bidder for clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered.

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

26.3 From the time of bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Entity on any matter related to the bid it should do so in writing.

27. **Preliminary Examination of Bids**

27.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid
(a) meets the eligibility criteria defined in ITB Clause 2;
(b) has been properly signed;
(c) is accompanied by the required deposit; and
(d) is substantially responsive to the requirements of the documents.

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

27.2 A substantially responsive bid is one which conforms to all the terms and conditions of the documents, without material deviation or reservation. A material deviation or reservation is one that:
   a) affects in any substantial way the scope or transfer of related assets;
   b) limits in any substantial way, inconsistent with the documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
   c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

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

27.4 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.5 If a Bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder’s correction of the nonconformity.

28. Examination of Terms and Conditions

28.1 The Procuring Entity shall examine the bid to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the bidder without any material deviation or reservation.
28.2 If after the examination of the terms and conditions the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 27, it shall reject the Bid.

29. Correction of Errors

29.1 Bids determined to be substantially responsive will be checked by the procuring entity for any arithmetic errors. Errors will be corrected as follows:

   a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

   b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

   c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

29.2 The amount stated in the bid will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected.
30. **Conversion to Single Currency**

30.1 To facilitate evaluation and comparison of Bid, the Procuring entity will convert all bid prices expressed in the various currencies in which they are payable to either:

a) Tanzanian Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania.

or

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

30.2 The currency selected for converting bid prices to a common base for the purpose of valuation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

31. **Financial Evaluation of Bids**

31.1 The Procuring Entity shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB Clauses 27 and 28.

31.2 To financially evaluate a bid, the Procuring Entity shall only use the criteria and methodologies defined in ITB Clause 31.3. No other criteria or methodology shall be permitted.
31.3 To financially compare bids, the Procuring Entity shall:

a) correct any arithmetic errors in accordance with ITB Sub-Clause 29.1;

b) convert all bids to a single currency in accordance with ITB Clause 30;

c) determine the total evaluated price of each bid.

32. Determination of the Highest Evaluated Bid

32.1 The bid with the highest evaluated price from among those which are eligible, compliant and substantially responsive shall be the highest evaluated Bid.

32.2 Where the highest evaluated Bid is less than the reserve price, the respective Tender Committee on consultation with Accounting officer may:

a) obtain further evaluation from an independent source

b) arrange for new Bids to be submitted

c) use an alternative method of disposal which is likely to obtain the highest price or

d) sell the asset(s) at the reduced price subject to obtaining the approval from the Authority/Advisory Committee.

32.3 In deciding on the appropriate action, a tender committee and an accounting officer shall consider the difference between the highest evaluated bid and the valuation or reserve price, the likely cost of the possible action and the possibility of collusion between bidders.
F. Award of Contract

33. Criteria of Award

33.1 Subject to ITB Clause 34, the Procuring Entity will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the documents and who has offered the highest Bid Price, provided that such Bid price is not below the reserve price.

34 Negotiations

34.1 Negotiations may be undertaken with the highest evaluated Bidder relating to the following areas:

(a) finalizing payment arrangements;
(b) agreeing final transferring period of disposed asset(s) to accommodate any changes required by the procuring entity;
(c) clarifying details that were not apparent or could not be finalized at the time of bidding.

Negotiations shall not be conducted so as:

(a) to substantially change responsibilities of the bidder;
(b) to materially alter the terms and conditions of contract stated in the solicitation documents;
(c) purely for the purpose of changing the price of disposed assets; or
(d) to substantially alter anything which formed a crucial or deciding factor in the evaluation of bid.

Negotiations with a bidder are not permitted until after the tender board has approved the evaluation committee’s recommendation.

34.2 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Entity shall not reopen earlier negotiations.
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<th>Section</th>
<th>Title</th>
<th>Body</th>
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<tr>
<td>35.1</td>
<td>Procuring Entity’s Right to Accept or Reject Any or All Bids</td>
<td>Notwithstanding award criteria ITB Clause 33, Procuring Entity reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring Entity’s action.</td>
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<td>35.2</td>
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<td>Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.</td>
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<td>35.3</td>
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<td>The Procuring Entity shall upon request communicate to any Bidder the grounds for its rejection of its bids, but is not required to justify those grounds.</td>
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<td>36.1</td>
<td>Notification of Award</td>
<td>The Bidder whose bid has been accepted will be notified of the award by the Procuring Entity prior to expiration of the bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the &quot;Letter of Acceptance&quot;) will state the sum that the bidder will pay the procuring entity in consideration of the asset(s) being disposed.</td>
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<td>36.2</td>
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<td>The notification of award will constitute the formation of the Contract, subject to the bidder signing the Contract in accordance with Sub-Clause 37.</td>
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<td>36.3</td>
<td></td>
<td>Upon the successful Bidder fulfilling the sale requirement pursuant to ITB 17.6 the Procuring Entity will promptly notify unsuccessful Bidders, the name of the successful Bidder and the Contract amount and will discharge their bid deposits.</td>
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<td>36.4</td>
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<td>If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to</td>
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the Secretary of the appropriate tender board that authorized the award of Contract. The Secretary will promptly respond in writing to the unsuccessful Bidder citing grounds for rejection of its bid without disclosing information about other Bidders.

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<th>37</th>
<th>Signing of Contract</th>
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<tr>
<td>37.1</td>
<td>Promptly after notification, Procuring Entity shall send to the successful Bidder the Form of Contract and Special Conditions of Contract.</td>
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<td>37.2</td>
<td>Within seven (7) days of receipt of the Form of Contract, the successful Bidder shall sign and date the Contract and return it to the Procuring Entity.</td>
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SECTION III: BID DATA SHEET

Bid Data Sheet

The following specific data for the disposal of assets 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.

<table>
<thead>
<tr>
<th>BDS Clause Number</th>
<th>ITB Clause Number</th>
<th>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</th>
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<tr>
<td><strong>A. General</strong></td>
<td></td>
<td></td>
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<tr>
<td>1.</td>
<td>1.1</td>
<td>Name of Procuring Entity: East, Central and Southern Africa Health Community, ECSA-HC.</td>
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<td>The subject of Disposal is: Bid for the Purchase of Motor Vehicle T209CD78 Ford Ranger</td>
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<td></td>
<td>Items to be disposed: <strong>Motor Vehicle T209CD78</strong></td>
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<td>2</td>
<td>1.2</td>
<td>Time to pay and collect the asset: <strong>Fourteen Days (14)</strong></td>
</tr>
<tr>
<td><strong>B. Documents</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>7.2</td>
<td>The number of copies to be returned <strong>Two</strong></td>
</tr>
<tr>
<td>4.</td>
<td>8.1</td>
<td>The address for clarification of documents is ECSA-HC, P.O Box 1009, Arusha-Tanzania, Plot No. 157 Oloirien, Njiro Email: <a href="mailto:procurement@ecsahc.org">procurement@ecsahc.org</a> cc; <a href="mailto:s_sibandze@ecsahc.org">s_sibandze@ecsahc.org</a></td>
</tr>
<tr>
<td>5.</td>
<td>8.2</td>
<td>Period to respond to request for clarification Three Days (3)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Period prior to deadline for submission of bids for the Bidders to request clarifications Seven Days (7)</td>
</tr>
</tbody>
</table>
### C. Preparation of Bids

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td><strong>10.1</strong></td>
<td>The Language of all correspondences and documents related to the bid is <strong>English</strong>.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>11.1 (e)</strong></td>
<td>In addition to the documents stated in ITB Clause 11, the following documents must be included with the Bid; 1. <strong>TIN certificate, for the Firms or Individuals bidders</strong></td>
</tr>
<tr>
<td>8.</td>
<td><strong>12.1</strong></td>
<td>Documents establishing eligibility: <strong>N/A</strong></td>
</tr>
<tr>
<td>9.</td>
<td><strong>15.1</strong></td>
<td>The price quoted shall be in <strong>United State Dollars (USD)</strong></td>
</tr>
<tr>
<td>10.</td>
<td><strong>15.2</strong></td>
<td>The rates of exchange to be used by the bidder shall be those established by the Bank of Tanzania prevailing on <strong>30th April, 2020</strong></td>
</tr>
<tr>
<td>11.</td>
<td><strong>16.1</strong></td>
<td>The Bid validity period shall be <strong>Forty-Five (45) days</strong>.</td>
</tr>
<tr>
<td>12.</td>
<td><strong>17.1</strong></td>
<td>The amount of Bid deposit is: <strong>N/A</strong></td>
</tr>
<tr>
<td>13.</td>
<td><strong>17.3(b)</strong></td>
<td>Other forms of Bid deposit: <strong>N/A</strong></td>
</tr>
<tr>
<td>14.</td>
<td><strong>19.2</strong></td>
<td>Written confirmation of authorization: <strong>N/A</strong></td>
</tr>
</tbody>
</table>

### D. Submission of Bids

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td><strong>20.2 (a)</strong></td>
<td>For Bid submission purposes only, the Procuring Entity’s address is: P.O Box 1009 ECSA-HC Building/Plot No. 157 Oloirien, Njiro-Road 1st Floor/ Board Room Arusha</td>
</tr>
<tr>
<td>16.</td>
<td><strong>20.2 (b)</strong></td>
<td>Description of assets. Motor Vehicle T209CD78 see page No.30 Invitation to Bid Title and Number: Bid for the purchase of Motor Vehicle T209 CD 78 Ford Ranger Time and date for submission: <strong>from 22nd to 30th April, 2020 except weekend and public holidays at 0900hrs to 1500hrs</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>17. 21.1</strong></td>
<td>The deadline for Bid submission is: <strong>30th April, 2020 at 1500hrs</strong></td>
<td></td>
</tr>
</tbody>
</table>
| **18. 24.1** | The Bid opening shall take place at: **ECSA-HC Building**  
Plot No. 157 Oloirien, Njio-Road  
1st Floor/ Board Room  
Arusha  
Tanzania |   |
| **19. 30.2** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is **United State Dollars (USD)**  
The source of exchange rate shall be the **Central Bank of Tanzania (BOT)**  
The date of exchange rate shall be the **date opening of bid.** |   |
| **20 38.1** | Name of adjudicator **N/A**  
Hourly fee payable **N/A** |   |
SECTION IV: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions 1.1 In this contract, the following terms shall be interpreted as indicated:
   (a) The **Asset(s)** means items listed in the schedule of assets which have been accepted by the Seller as indicated in Letter of Acceptance.
   (b) **Description of Assets** means list of assets to be disposed as described in Section VI of Standard Bidding Document.
   (c) The **Contract** is the binding agreement between the Seller and the Buyer to sell and transfer the assets. It consists of the documents listed in Clause 2.1.
   (d) The **Contract Price** means the price stated in the Letter of Acceptance for the assets to be disposed.
   (e) The **Transfer of Assets** means changing the ownership from seller to the buyer and removal of assets which includes dismantling and transport from its location by the buyer.
   (f) The **Seller** means the procuring entity disposing the assets as named in SCC.
   (g) The **Buyer** means the individual, firm or combination or both whose bid to purchase the assets has been accepted by the Seller as named in SCC.
   (h) **Day** means calendar day.

2. Interpretation 2.1 The documents forming the Contract shall be interpreted in the following order of priority;
   (1) Contract Form
   (2) Letter of Acceptance
   (3) Buyer’s Bid
   (4) Contract Data
   (5) Conditions of Contract
   (6) Description of Assets

3. Assets Location 3.1 Assets locations shall be the place or places where the assets to be disposed are located as named in SCC.

4. Transfer of Assets 4.1 The Buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the assets from the location defined in the SCC.

   4.2 The Buyer shall collect the assets within seven (7) days after
full payment for the assets have been received by the Seller. However, the Seller may grant extension of time for collection of assets as agreed in the negotiations. (If any).

4.3 The Buyer shall contact the official named in the SCC, at Seller’s address, as specified in the SCC to arrange a date and time for the collection of the assets.

4.4 The Buyer shall sign a Handover Certificate, certifying receipt of the assets, at the time of transfer.

4.5 Documents to be handed over by the Seller to the Buyer in the process of transferring the assets are as indicated in SCC.

5. Payment

5.1 The Buyer shall make payment to the Seller of the full Contract Price within fourteen (14) days from the date of the agreement.

5.2 Payment shall be made by any method acceptable to the Seller and shall be considered to have been made on the date that it is credited to the Seller’s account.

5.3 The Seller shall issue a receipt for the payment.

6. Termination of Contract

6.1 The Seller, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Buyer, may terminate this Contract in whole or in part if;

(a) the Buyer fails to collect any or all of the Assets within the period (s) specified in the SCC.

(b) the Buyer, in the judgment of the Seller, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(c) the Buyer has failed to pay the full Contract Price within one week of the due date for payment.

6.2 The Buyer may terminate the contract if;

(a) the Seller fails to transfer the assets within specified time as describe in the SCC.

(b) the assets are not in the state or number as was described in Section VI of Bidding Document.
7. Payment upon Termination

7.1 If the contract is terminated because of fundamental breach by Seller, the Seller shall refund the Buyer deposited amount.

7.2 If the contract is terminated because of fundamental breach by Buyer, the Seller shall forfeit the deposited amount and retain asset(s) which were to be disposed.

8. Force Majeure

8.1 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Seller and not involving the Seller’s fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Seller. Such events may include, but are not restricted to, acts of the Buyer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.

9. Settlement of Disputes

9.1 If any dispute or difference of any kind whatsoever shall arise between the Seller and the Buyer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

9.2 If after seven days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Seller or the Buyer may give notice for adjudication.

9.3 If either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within seven days of the notification of the decision.

9.4 The Adjudicator stated in the SCC shall give a decision in writing within fourteen (14) days of receipt of a notification of a dispute.

9.5 The Adjudicator shall be paid on hourly basis at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Seller and the Buyer, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within fourteen (14) days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above fourteen (14) days, the Adjudicator’s decision will be final and binding.
9.6 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, shown in the SCC.

10. Governing Language

10.1 The contract and all correspondence and documents relating to the contract exchanged by the Seller and the Buyer, shall be written in the language specified in SCC.

11. Applicable Law

11.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania.

12. Notices

12.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party.

12.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

13. Taxes and Duties

13.1 Procedures for settling taxes and duties shall be as specified in SCC.
SECTION V: SPECIAL CONDITIONS OF CONTRACT

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

<table>
<thead>
<tr>
<th>SCC Clause Number</th>
<th>GCC Clause Number</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions (GCC Clause 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>1.1(f)</td>
<td>The Seller is: ECSA-HC</td>
</tr>
<tr>
<td>2.</td>
<td>1.1(g)</td>
<td>The Buyer is: TBD</td>
</tr>
<tr>
<td>Assets Location (GCC Clause 3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>3.1</td>
<td>The location of assets: ARUSHA-TANZANIA</td>
</tr>
<tr>
<td>Transfer of Assets (GCC Clause 4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>4.3</td>
<td>Seller Representative’s name: TBD.</td>
</tr>
<tr>
<td>5.</td>
<td>4.5</td>
<td>Documents to be handed over: Original, Motor Vehicle Registration Card</td>
</tr>
<tr>
<td>Termination of Contract (GCC Clause 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>6.1 &amp; 6.2</td>
<td>Time for collection of assets: N/A</td>
</tr>
<tr>
<td>Settlement of Disputes (GCC Clause 9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>9.4</td>
<td>The Adjudicator shall be: N/A</td>
</tr>
<tr>
<td>9.5</td>
<td>Rate of the Adjudicator fees shall be N/A and reimbursable costs are N/A</td>
<td></td>
</tr>
<tr>
<td>9.6</td>
<td>Arbitration institution shall be N/A</td>
<td></td>
</tr>
<tr>
<td>Place for carrying out Arbitration N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Governing Language (GCC Clause 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>10.1</td>
<td>Name the language: [insert the language]</td>
</tr>
<tr>
<td>Taxes and Duties (GCC Clause 13)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>13.1</td>
<td>State the taxes and duties to be settled by the Buyer: ALL</td>
</tr>
</tbody>
</table>
SECTION VI: DESCRIPTION OF ASSET(S)

Description of Motor Vehicle T209CD78 Ford Ranger

The description of the motor vehicle given below is for information purposes only and the Procuring Entity gives no guarantee of the accuracy of the description. The Bidder bears responsibilities of the description and conditions of vehicle to be disposed.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Motor Vehicle</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration: T209CD78</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Make: FORD RANGER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model: FORD RANGER BASIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model Number: XDGLH0501</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Body Type: STATION WAGON</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: WHITE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engine No: WLAT737588</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chassis No: AFAEXXMJ2E6A03149</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engine Capacity: 1880</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fuel Used: DIESEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number of Axels: 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seating Capacity: 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year of Make: 2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tare Weight: 2040</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gross Weight: 2140</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION VII: STANDARD FORMS

1. BID FORM

Date: _______________

To: [name and address of procuring entity]

1. Having examined the bidding document, we offer to buy and collect all the items to be disposed to us in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to pay for and collect the items in accordance with the requirements of the bid.

3. We agree to abide by the bid for a period of [number] days from the date fixed for bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this _______________ day of ______________________ 20 __________

[signature] ____________________________   [in the capacity of] ____________________________

Duly authorized to sign bid for and on behalf of ____________________________
## 2. SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of the Vehicle</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FORD RANGER T209CD78</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Schedule of Price Submitted by:

Signature of Authorized Person:

Name of Authorized Person:

Date:

Address:
3. LETTER OF ACCEPTANCE

[Letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Buyer]

This is to notify you that your bid dated [date] for the buying of [insert description of assets to be disposed] at Contract Price of [amount in words and numbers] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Contract in accordance with the contract documents.

Please return the attached Contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:
4. CONTRACT FORM

THIS AGREEMENT made the [day] day of [month], [year] between [name and address of Seller (hereinafter “the Seller”), of the one part, and [name and address of Buyer (hereinafter “the Buyer”), of the other part:

WHEREAS the Seller invited bids for the disposal of Assets [describe the assets to disposed] and has accepted a Bid by the Buyer for the purchase of those Assets in the sum of [insert contract price in number and words] (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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 herein after referred to; and they shall be deemed to form and be read and construed as part of this Agreement.

2. The Buyer hereby covenants to pay the Seller in consideration of the provision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.

3. In consideration of the payments to be made by the Buyer to the Seller as indicated in the Contract, the Seller hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

IN WITNESS; whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Seller
Signed by:  
Name:  
Position:  
Date:

Buyer
Signed by:  
Name:  
Position:  
Date:

In the presence of
Signed by:  
Name:  
Position:  
Date:

In the presence of
Signed by:  
Name:  
Position:  
Date:
5. HANDING OVER CERTIFICATE

[Letterhead paper of the Procuring Entity]

This is to certify that [insert the description of assets being disposed] have been handed over to [insert name of the buyer and address] pursuant to sub-Clause 4.4 of the General Condition of Contract.

The documents handed over by the Seller to the Buyer are [list the documents] as per sub-Clause 4.5 of the General Condition of Contract and as listed in the Clause 5 of Special Condition of Contract.

Authorized Signature of Seller: …………………………………………………………

Name and Title of Signatory: ……………………………………………………………

Date: ………………………………………………………………………………………

In the presence of:

Signature: …………………………………………………………………………………

Name: ……………………………………………………………………………………

Date: ……………………………………………………………………………………

Authorized Signature of Buyer: …………………………………………………………

Name and Title of Signatory: ……………………………………………………………

Date: ……………………………………………………………………………………

In the presence of:

Signature: …………………………………………………………………………………

Name: …………………………………………………………………………………

Date: …………………………………………………………………………………

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