

NZEGA TOWN COUNCIL

BULUNDE SECONDARY SCHOOL



BID DOCUMENT

FOR

SUPPLY OF FOOD, FIREWOOD AND BEVERAGES
FOR THE FINANCIAL YEAR 2017/2018

Using

Framework Contract

TENDER NO. LGA/170/2017-18/BSS/FW/01

PREPARED BY:

PROCUREMENT MANAGEMENT UNIT
NZEGA TOWN COUNCIL
P.O. 256
NZEGA

AUGUST 2017

NZEGA TOWN COUNCIL

BULUNDE SECONDARY SCHOOL
(All Correspondences Should Be Directed To The Headmaster)



To: M/s.....
.....

INVITATION FOR TENDERS

FOR
SUPPLY OF FOOD, FIREWOOD AND BEVERAGES
FOR THE FINANCIAL YEAR 2017/2018

Using

Framework Contract

Date: Friday, 25th August, 2017

1. The Government of Tanzania has set aside funds for the operation of the [BULUNDE SECONDARY SCHOOL] during the financial year [2017/2018]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the [SUPPLY OF FOOD, FIREWOOD AND BEVERAGES].
2. The [BULUNDE SECONDARY SCHOOL] now invites sealed tenders from *shortlisted Bidders under framework Agreement with the Government Procurement Services Agency-GPSA for the Supply Of Food, Firewood And Beverages.*
3. Tendering will be conducted through the [Restricted Tendering] procedures specified in the Public Procurement Regulations, 2013 - Government Notice No. 446 and is open to all Tenderers as defined in the Regulations.
4. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the [Headmaster, Bulunde Secondary School, P. o. Box 375 Nzege] from [07.30 am to 3.30 pm] on Mondays to Fridays inclusive except on public holidays.
5. A complete set of Tendering Document(s) in [English] and additional set may be obtained by interested Tenderers on the submission of a written application to the address given under paragraph 4 above.

6. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
7. All tenders in one original plus *one copy*, properly filled in, and enclosed in plain envelopes must be delivered to the address *Headmaster, Bulunde Secondary School, P. o. Box 375 Nzega* at or before *10.00 am, Wednesday the 30th August, 2017*. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at *Bulunde Secondary School premises*.
8. Late tenders, portion of tenders, electronic tenders, tenders not received, tenders not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

HEADMASTER

**BULUNDE SECONDARY SCHOOL
NZEGA**

INSTRUCTIONS TO TENDERES:

Name of Procuring Entity: [Bulunde Secondary School].

The subject of procurement is: [Supply Of Food, Firewood and Beverages to be supplied at Bulunde Secondary School, Nzega Town]

Period for supplies: [Financial year 2017/2018]

Commencement date for supply: [01st September 2017]

Completion date for supply: [30th June 2018]

Financial year for the operations of the Procuring Entity: [2017/2018]

Name and identification number of the Contract: [Supply Of Food, Firewood And Beverages, Contract No. LGA/170/2017-18/BSS/01]

Payments shall be made directly by [BULUNDE SECONDARY SCHOOL] to the supplier for each call-order.

The bidder shall attach with bid form a copy of an agreement with Government Procurement Services Agency-GPSA to supply the prescribed services or goods under contract.

CONDITIONS OF AGREEMENT:

The supplier/service provider agrees to:-

- (a) Supply and deliver all the materials/services as set forth in the attached schedule at the rates and prices and places stated therein.*
- (b) Provide samples for approval and all materials supplied shall be in accordance with the approved sample/quality.*
- (c) Remove from site at his own expenses any materials not in conformity with the approved sample/quality.*
- (d) Keep the employers harmless against all claims arising by loss or damage to third parties.*
- (e) Keep the employers harmless against all claims arising under the Employment Ordinance.*
- (f) Hand over the materials in good condition and in neat orderly stock piles or as directed.*
- (g) Be responsible for the safety of the materials until they are handed over to the employer as stated.*

The Employer agrees to:-

*Pay the amount quoted by the supplier/service provider upon satisfactory delivery of all materials/services set forth in the attached schedule, Or
Should delivery be spread over more than one calendar month pay on a monthly certificate for the materials or services delivered during the month.*

The Employer reserves the right to:-

- (a) Cancel the agreement should the supplier/service provider fail to commence the work within fourteen days of receipt of call-off-order, and the supplier/service provider shall remain liable for any loss or damage sustained by the Employer.*
- (b) Determine the Agreement if the materials/service supplied are consistently not in conformity with the approved samples/quality and the supplier/service provider shall remain liable for any loss or damage sustained by the Employer.*
- (c) Determine the contract should the supplier/service fail to proceed with the due diligence and the supplier/service provider shall remain liable for any loss or damage sustained by the Employer.*
- (d) Require the supplier/service provider to provide a cash deposit as a guarantee of satisfaction where applicable, the deposit to be refunded to the supplier on satisfactory completion of the contract, otherwise to be forfeited to the employer.*
- (e) Disputes: Any matters in dispute between the parties to this agreement arising out of the agreement shall be submitted to the arbitration of a single Arbitrator appointed in accordance with cap.15 of the laws of Tanzania.*

Note: This Agreement is not a commitment to purchase by the Employer. The commitment to purchase will only be made when the Employer issues a call-off order under terms of this agreement.

SCHEDULE

Delivery to.....BULUNDE SECONDARY SCHOOL.....

Date of Commencement.....01st September, 2017.....

Date of Completion.....30th June 2018.....

Mandatory obligations to the supplier:-

[For supplier/service provider that form part and parcel of the set forth conditions of agreement]

1. The supplier or service provider shall produce and submit *a current Agreement with the Government Procurement Services Agency-GPSA to Supply Food, Firewood And Beverages.*
2. The supplier or service provider should be able to acknowledge payment upon submission of an electronic receipt through an Electronic Fiscal Device (EFD).

The Bulunde Secondary School shall have the right to:-

1. Review performance reports and where a breach of agreement is determined submit a proposal for debarment to respective authorities including but not limited to the Government Procurement Services Agency-GPSA and the Public Procurement Regulatory Authority-PPRA.
2. Terminate the Agreement where reported cases of non-performance by supplier/service provider persists and report the case to the regulatory authorities for further action.

**NOTE: SCHEDULE OF REQUIREMENTS AND PRICE -
(SEE ATTACHEMENT).**

SCHEDULE OF REQUIREMENTS

1. List of Supplies and/or Related Services

GPSA Agreement Number: _____

The following are the specific items that may be called off- by the procuring entity under this agreement. The prices awarded should be inclusive of all taxes [VAT inclusive] and other charges. The procuring entity shall not bear any additional cost or charge or fee rather than unit price indicated below;

Schedule of Requirements and Prices

The following are the specific items that may be called - off by the procuring entities under this Agreement. The prices awarded should include all taxes (VAT Inclusive) and other charges. The procuring entity shall not bear any additional cost or charge or fee rather than unit price indicated below;

Item No.	Description	Unit of measure	Rate in Tsh.
	BEVERAGES		
	Tea		
1	Tea bags (50g)	Pkt	
2	Tea bags (100g)	Pkt	
3	Tea leaves - loose packets (50g)	Pkt	
4	Tea leaves - loose packets (100g)	Pkt	
	BREAD		
5	White 0.5 Kg	Ea	
6	White 1.0 Kg	Ea	
7	Brown 0.5 Kg	Ea	
8	Brown 1.0 Kg	Ea	
9	Scones (MkateNgumi)	Ea	
	CEREALS (NAFAKA)		
10	Maize corns (Mahindi)	Kg	
11	Polished corns (Mahindi yaliyokobolewa)	Kg	
12	Millet corns	Kg	
13	Wheat corns	Kg	
14	Sorghum corns	Kg	
	COWPEA [MIKUNDE]		
15	Beans - red	Kg	
16	Beans - white	Kg	
17	Yellow beans	Kg	
18	Peas [Njegere]	Kg	

Item No.	Description	Unit of measure	Rate in Tsh.
19	Bambara nut [Njugumawe]	Kg	
	SOFT DRINKS		
20	Soda - bottle	crate	
21	Soda - Canned	ctn	
22	Water - 0.5Ltr	Dzn	
23	Water - 1.0Ltr	Dzn	
24	Water- 1.5Ltrs	Dzn	
25	Water 20.0Ltrs	Bottle	
26	Juice	Ltr	
	EGG		
27	Egg (Kisasa)	Tray	
28	Egg (Kienyeli)	Tray	
	FISH		
29	Fish dry	Kg	
30	Fish fresh	Kg	
31	Smoked fish	Kg	
32	Dagaa wakavu (L. Tanganyika)	Kg	
33	Dagaa wakavu (L. Victoria)	Kg	
34	Dagaawakavu (L. Nyasa)	Kg	
34	Dagaa (Sea water)	Kg	
	FLOUR		
35	Cassava	Kg	
36	Maize (Sembe)	Kg	
37	Millet	Kg	
38	Wheat	Kg	
39	Whole maize (Dona)	Kg	
40	Sorghum	kg	
41	Dengu flour	Kg	
	FRESH FRUITS		
42	Ripe Bananas	Kg	
43	Mangoes	Kg	
44	Watermelon	Kg	
45	Papaws	Kg	
46	Pineapples	Kg	
47	Avocado, Passion & Pears	Kg	
48	Oranges	Kg	
49	Green banana (mbichi)	Kg	
50	Lemons	Kg	
	TOMATOES		

Item No.	Description	Unit of measure	Rate in Tsh.
51	Tomato Paste	Kg	
52	Fresh Tomatoes	Kg	
	ONIONS		
53	Fresh (Vitunguu maji)	Kg	
54	Garlic (Vitunguu saumu)	Kg	
	MEAT		
55	Chicken	Kg	
56	Liver - cattle [ng'ombe]	Kg	
57	Steak - cattle [ng'ombe]	Kg	
58	Mix [mchanganyiko] - cattle [ng'ombe]	Kg	
59	Meat Goat	Kg	
60	Utumbo - cattle [ng'ombe]	Kg	
61	Bata	Kg	
62	Chicken meat	Kg	
63	Kidney	Kg	
	MILK		
64	Condensed [Mtindi]	Kg	
65	Fresh milk	Kg	
66	Fresh processed milk	Kg	
67	Powder 200g	Tin	
68	Powder 400g	Tin	
69	Powder 900g	Tin	
70	Powder 2500g	Tin	
71	Yoghurt	Tin	
72	Powder 400g	Tin	
73	Powder 900g	Tin	
74	Powder 2500g	Tin	
	NUTS		
75	Groundnuts	Kg	
76	Fresh coconut	Kg	
	COOKING OIL		
77	Cooking oil 1ltr	Tin	
78	Cooking oil 5ltr	Tin	
79	Cooking oil 20ltr	Tin	
80	Cooking oil -fats (mgando)	Kg	
81	Margarine	Kg	
82	Palm oil [Mawese]	Ltr	
83	Coconut oil	Ltr	
84	Coconut powder	Kg	

Item No.	Description	Unit of measure	Rate in Tsh.
85	Corn oil	Tin	
	PASTRIES		
86	Biscuits	Kg	
87	Buns 50g	Ea	
88	Cake 50g	Ea	
	TUBERS		
89	Sweet potatoes	Kg	
90	Round potatoes	Kg	
91	Cassava	Kg	
92	Yams	Kg	
	RICE		
93	Rice	Kg	
	SALT		
94	Iodized	Kg	
95	Chumvi ya Mawe	Kg	
	SUGAR		
96	White	Kg	
97	Brown	Kg	
98	Honey Bee ½ ltr	Bottle	
99	Honey Bee 1 ltr	Bottle	
100	Bee wax	Bottle	
	VEGETABLES [MBOGA ZA MAJANI]		
101	Cabbages	Kg	
102	Cucumber	Kg	
103	Mchicha	Kg	
104	Cassava greens	Kg	
105	Pumpkins	Kg	
106	Pepper Green	Kg	
107	Carrots	Kg	
108	Bilinganya	Kg	
	VIUNGO		
109	Curry powder (bizari)	Kg	
110	Ginger (Tangawizi)	Kg	
111	Sweet Pepper (pilipili hoho)	Kg	
112	Viungo vya pilau (powder)	Kg	
113	Royco	Pkt	
114	Chicken masala	Tin	
115	Beef Masala	Tin	

Item No.	Description	Unit of measure	Rate in Tsh.
116	Fresh hot pepper	Kg	
117	Fish masala	Tin	
118	Mixed masala	Tin	
119	Vegetable masala	Tin	
	SPICES		
120	Chilli sauce	Bottle	
121	Tomato sauce	Btl	
122	Mayonnaise	Bottle	
123	Salad Oil	Bottle	
124	Soy Sauce	Bottle	
125	Vinegar	Bottle	
	FIRE WOOD		
126	Fire wood	M ³	

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

FORMS OF TENDER:

1. Form of Tender

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

Procurement Reference No: [insert Procurement Reference number (GPSA)]

To: Headmaster
Bulunde Secondary school,
P.O. Box 375
Nzega

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Document, We offer to supply in conformity with the Tendering Document and in accordance with the Schedule of Requirements the following Supplies and Related Services under a framework arrangement [*Supply Of Food, Firewood And Beverages*];
- (b) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Supplies;
- (c) Our tender shall be valid for a period of financial year 2017/2018r from the date fixed for the tender submission deadline in accordance with the Tendering Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We undertake to abide by the Code of Ethical Conduct for Tenderers and Suppliers during the procurement process and the execution of any resulting contract;
- (e) We do not have any conflict of interest and have not participated in the preparation of the original Schedule of Requirements for the Procuring Entity;
- (f) We, our affiliates or subsidiaries, including any subcontractors or Suppliers for any part of the contract, have not been suspended by the Public Procurement Regulatory Authority in the United Republic of Tanzania from participating in public procurement;
- (g) We understand that this tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest tender or any other tender that you may receive.
- (i) Signed:
[signature of person whose name and capacity are shown below]
- (j) Name:
[insert complete name of person signing the tender]
- (k) In the capacity of.....
[insert legal capacity of person signing the tender]
- (l) Duly authorised to sign the tender for and on behalf of:
.....
[insert complete name of Tenderer]
- (m) Dated on _____ day of _____, _____ [insert date of signing]

2. STANDARD POWER OF ATTORNEY

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.....ofday of*[insert year]*, do hereby ordain nominate 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]* that is to say;

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

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

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents 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:

.....
COMMISSIONER FOR OATHS

3. Letter of Acceptance

[letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Suppliers]

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

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Tenderer has not objected the name proposed for Adjudicator. The second option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Tenderer has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that [insert name proposed by Procuring Entity in the Tender Data Sheet],

or

We accept that [name proposed by Tenderer] be appointed as the Adjudicator

or

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this Letter of Acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers

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

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

4. Sample Agreement

For a Framework Contract

THIS AGREEMENT made the _____ day of _____, _____
between _____ of _____
(hereinafter "the Purchaser"), of the one part, and _____ of
_____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited tenders for certain Supplies and Related Services, viz., *Supply Of Food, Firewood And Beverages*, Contract No. LGA/170/2017-18/BSS/01 and has accepted a Bid by the Supplier for the provision of those Supplies and Related Services in the sum of _____ (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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Form of Agreement for a frame work contract
 - b. Letter of Acceptance
 - c. Tender Submission Form
 - d. Conditions of Contract
 - e. Mandatory obligations to the supplier
 - f. Schedule Of Requirements and prices
 - g. Schedule of Bidder's Qualification Information
2. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Supplies and Related 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.
4. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract, and they shall be considered as orders when and until called-off.
5. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
6. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices through order

form. The authorised signatory for call-off orders shall be the Headmaster or his designate official.

8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Name: _____ Position: _____

Signed by _____ (for the Supplier)

Name: _____ Position: _____

FORMS OF SECURITY:

Tender-Securing Declaration

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

Date:*[insert date (as day, month and year)]*
Tender No.:*[insert number of bidding process]*

To: Headmaster
Bulunde Secondary school,
P.O. Box 375
Nzega *[insert complete name of the Procuring Entity]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT); or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

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

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

SCHEDULE OF INTEGRITY:

MEMORANDUM

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____