

AZANIA BANK LIMITED



MAWASILIANO TOWERS
P.O.Box 32089
Dar es Salaam, Tanzania
Tel: 2412028 / 26 / 27
Fax: 2412028
Email: info@azaniabank.co.tz
www.azaniabank.co.tz

TENDER DOCUMENT FOR REPAIR AND MAINTENANCE OF AIR CONDITIONS

TENDER NO. ABL/2023/NCS/14, LOT 1

FEBRUARY, 2023

TENDER CHECKLIST TO BE ATTACHED WITH THE TENDER DOCUMENT

The following documents should be provided for a bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected:

No.	Particulars of Completed Tender Documents	Status of Submission (Tick)	Ref. PageNo.
1.	Proof of document purchase		
2.	Form of Tender		
3.	Notarized Power of Attorney		
4.	Tender securing declaration		
5.	Certificate of Company incorporation/registration		
6.	Valid TIN & VAT Certificates		
7.	Current Tax Clearance Certificated from TRA		
8.	Valid and Relevant Business license		
9.	Experience as a prime service provider for service of A/C for at least three years in reputable Organizations.		
10.	Reference letters from previous employers (At least two of them)		
11.	Experience of the key personnel (supervisor) in the field of repair and maintenance of air conditions for three years or more in a Banking Industry.		
12.	Audited Financial statements for the past two years (2020 and 2021)		
13.	Price Schedule		

Signature of Bidder:-

Name:-

Telephone No.:-

SECTION I: INVITATION FOR TENDERS

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Tender No. ABL/2023/NCS/14, LOT 1

FOR

REPAIR AND MAINTENANCE OF AIR CONDITIONS

INVITATION FOR TENDERS

Date: 22nd February, 2023

1. This Invitation for Tenders follows the General Procurement Notice for this project that appeared in the DailyNews newspaper of 15th February, 2023 and Mwananchi newspaper of 15th February, 2023.
2. The Azania Bank Limited has set aside some funds and it intends to apply part of the proceeds of this fund to cover eligible payment under the contract for the **Repair and maintenance of air conditions**
3. Azania Bank Limited now invites sealed Tenders from eligible service providers for the **repair and maintenance of air conditions**
4. Tendering will be conducted through the National Competitive Tendering method specified in the Procurement Regulations, 2013 – Government Notice No.446
5. Interested eligible tenderers may obtain further information from and inspect the Bidding Documents (uploaded in the Azania Bank website) or at the office of the **Procurement Management Unit, Azania Bank Limited, P. O Box 32089 at Mawasiliano Tower Building- Ubungo, Ground floor** Office from 08:30 am to 4:00 pm on Mondays to Fridays inclusive except on public holidays.

6. Interested eligible tenderers may obtain complete set of Tender Documents by downloading through Azania Bank Limited website www.azaniabank.co.tz select **"Tenders"** OR www.azaniabannk.co.tz/azania-tenders.
7. A complete set of Tendering Documents in English language and additional sets may be obtained by Tenderers through Azania Bank Limited website www.azaniabank.co.tz select **"Tenders"** OR www.azaniabannk.co.tz/azania-tenders. upon payment of non-refundable participation fee of **Tshs 100,000.00** for each tender/Lot being applied payable to account number LI145065; Account Name: Miscellaneous Credit at any Azania Bank Limited branch.
8. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
9. Completed Tender Document, **"Original and copy"** enclosed in plain sealed envelope, marked with the Tender Number and Lot Number shall be addressed to: -

**Procurement Management Unit,
Azania Bank Limited
P.O Box 32089, Dar es Salaam**

and be submitted at Mawasiliano Tower, Ground Floor along Sam Nujoma Road, Dar es Salaam, so as to be received on or before **Tuesday 07th March, 2023 at 02:00 p.m.**
10. Applications will be opened immediately thereafter in the presence of the applicants or their representatives who choose to attend the opening at **Mawasiliano Tower, 3rd Floor, Board Room on Friday Tuesday 07th March, 2023 at 02:00 p.m.**
11. Late Tenders portion of Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

THE MANAGING DIRECTOR

SECTION II: INSTRUCTION TO TENDERERS

Instruction to Tenderers to be used for this Tender shall be the Instructions to Tenderers (ITT) for the Standard Tender Document for Procurement of Non-Consultancy Services prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	<p>Name of Procuring Entity: Azania Bank Limited</p> <p>The subject of procurement is: Repair and maintenance of air conditions.</p> <p>Tender No. ABL/2023/NCS/14, LOT 1</p>
2.	1.2	Expected period to provide the service(s): One (1) year from contract signing date that is subject to extension for another two terms based on satisfactory performance. Each term will be determined by quarterly performance evaluation from which the annual pass mark will be 70% and above.
3.	2.1	Name of Project: Repair and maintenance of air conditions
		Name of procuring entity/ institution: Azania Bank Limited
		Financial Year: 2023
		Name of Project: Repair and maintenance of air conditions
		The loan/ credit number: N/A
4.	2.2	Name of financing institution: Azania Bank Limited
5.	3.1	Maximum number of members in the joint venture, consortium or association shall be: N/A
6.	6.3	The site visit and pre-Tender meeting shall be held on: N/A
B. Tendering Documents		
7.	7.2	The number of copies to be returned is one original and one copy
8.	8.1	<p>The address for clarification of Tendering Documents is tenders@azaniabank.co.tz</p> <p>Period to respond to request for clarification is three days</p>

C. Preparation of Tenders		
9.	10.1	The language of all correspondences and documents related to the Tender is: English
10.	11.1(h)	<p>In addition to the documents stated in ITT 11, the following documents must be included with the Tender;</p> <ul style="list-style-type: none"> • Certificate of Incorporation/Registration • Audited Financial statements for the past two years (2019 and 2020) • VAT Certificates (if applicable) • Valid and Relevant Business License • Current Tax Clearance Certificated from TRA • Notarized Power of Attorney • Tender Securing Declaration
11.	14.4	Rates and price quoted by the Tenderer subject to adjustment during the performance of the contract N/A
12.	15.1	For inputs to the services which the Tenderer expects to provide within Tanzania, prices shall be quoted in Tanzania Shillings
13.	15.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania N/A
14.	16.1	The Tender Validity Period shall be 90 days after the deadline for Tender submission specified in the Tender Data Sheet.
15.	17.1	A Tender Securing Declaration form shall be filled by the Tenderer
	17.3	Another Form of Tender Security is the Tender Securing Declaration
16.	18.1, 18.2, 18.3	Alternative tenders to the requirements of the Tendering Documents <i>will not</i> be permitted
17.	19.1	The number of copies of the Tender to be completed and returned shall be one original and one copy
	19.2	Written form of authorization of the signatory of tender shall be Notarized power of attorney

D. Submission of Tenders		
18.	20.2	<p>Tenders shall be submitted at:</p> <p>Azania Bank Limited Procurement Management Unit Mawsiliano Tower Building, Ground Floor, Ubungo - Sam Nujoma Road P.o. Box 32089 Dar es Salaam</p>
19.	21.1	<p>The deadline for submission of tenders shall be:</p> <p>Time: 02:00 p.m. Day: Tuesday Date: 07th March, 2023</p>
E. Opening and Evaluation of Tenders		
20.	24.1	<p>The Tender opening shall take place at:</p> <p>Street address: Ubungo - Sam Nujoma Road, Building/Plot No. Mawasiliano Tower Floor/Room No. 03rd Floor Country: Tanzania Day: Tuesday Date: 07th March, 2023 Time : 02:00 p.m.</p>
21.	24.3	Other details to be announced during Tender opening are: N/A
22.	28.3	<p>Criteria for Tender evaluation shall be ;</p> <p>1. Preliminary Evaluation:</p> <p>During preliminary evaluation PE will check the eligibility criteria by looking on the following;</p> <ul style="list-style-type: none"> • Proof of document purchase • Certificate of Incorporation/Registration • Audited Financial statements for the past two years (2020 and 2021) • Valid TIN & VRN Certificates • Current Tax Clearance Certificated from TRA

		<ul style="list-style-type: none"> Valid and Relevant Business License Current Tax Clearance Certificated from TRA Notarized Power of Attorney Tender Securing Declaration <p>2. Technical Evaluation:</p> <p>i. The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): experience as a prime service provider for service of A/C for at least three years in reputable Organizations of which one must be a bank with more than 20 branches geographically scattered. This must be supported by the reference letters from previous employers (At least two of them)</p> <p>ii. Sufficient experience of the key personnel (supervisor) in the field of repair and maintenance of air conditions for three years or more in a Banking Industry.</p> <p>iii. Attach Two reference letter from at least two clients of similar nature between 2020 to 2021 (references from banks will be given high priority) including the names and addresses of the Employers for verification</p> <p>3. Financial Evaluation:</p> <p>The responsive bidders shall be subjected to price comparison</p>
23.	30.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is Tanzania Shilling</p> <p>The source of exchange rate shall be: N/A</p>
	30.2	The date of exchange rate shall be: N/A
24.	32.1	Domestic service providers will not receive a margin of preference in Tender evaluation.
	32.5	The margin of preference applicable shall be N/A
F. Award of Contract		
25.	38.1	Percentage for quantity increase or decrease is 15 % of the contract sum
26.	41.1	Amount of Performance Security shall be: 0%

27.	42.1	The Advance Payment shall be limited to N/A
28.	43.1	The Adjudicator proposed by the Procuring Entity is Court of Law The hourly fee for this proposed Adjudicator shall be N/A
G: REVIEW OF PROCUREMENT DECISIONS		
29.	47.1	Address to Submit complaints for administrative review: Managing Director Azania Bank Limited P.O Box 32089 Dar es Salaam

SECTION IV: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract to be used for this Tender shall be the General Conditions of Contract for the Standard Tender Document for Procurement of Non-Consultancy Services prepared by the Public Procurement Regulatory Authority available on PPRA's Website www.ppra.go.tz.

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 provisions herein shall prevail over those in the General Conditions of Contract.

SCC Number	GCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions		
1.	1.1(a)	The Adjudicator is Court of Law
	1.1(b)	Activity schedule <i>Repair and maintenance of air condition</i>
	1.1(c)	The Arbitrator is Court of Law
	1.1(d)	The completion date is One (1) year from contract signing date that is subject to extension for another two terms based on satisfactory performance. Each term will be determined by quarterly performance evaluation from which the annual pass mark will be 70% and above.
	1.1(e)	The contract name is repair and maintenance of air conditions
	1.1(l)	The Employer is Azania Bank Limited
	1.1(s)	The Member in Charge is Director of Operations
	1.1(v)	The Service Provider is to be known later
	1.1(z)	The works to be performed by the service provider <i>repair and maintenance of air condition</i>

2.	2.1	The law that applies to the Contract is the law of Tanzania
3.	4.1	The language is English
4.	5.1	<p>The addresses are:</p> <p>Employer:</p> <p>Managing Director, Azania Bank Limited, P.O. Box 32089 Dar es Salaam</p> <p>Service Provider: To be Known after Award</p>
5.	7.1	<p>The Authorized Representatives are:</p> <p>For the Employer: Director of Operations</p> <p>For the Service Provider: To be Known later</p>
B. Commencement, Completion, Modification, and Termination of Contract		
6.	9.1	Schedule of other Service as per the schedule of activity/requirement in section VI
7.	11.1	The date on which this Contract shall come into effect is immediate after signing the contract
8.	112.2	The Starting Date for the commencement of Services is immediate after signing the contract
9.	13.1	The Intended Completion Date is One (1) year from contract signing date that is subject to extension for another two terms based on satisfactory performance. Each term will be determined by quarterly performance evaluation from which

		the annual pass mark will be 70% and above.
C. Obligations of the Service Provider		
10.	18.3 (c)	<p>Give the list of other activities which the personnel of service providers should not engage in:</p> <ul style="list-style-type: none"> i. Internal Affairs of the Bank's Operations ii. Use of documents which were obtained as part of the work performance for other purposes without prior approval of the Employer iii. Leak of information without prior approval of the Employer
11.	20.1	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle - N/A (ii) Third Party liability -N/A (iii) Employer's liability and workers' compensation N/A (iv) Professional liability - N/A (v) Loss or damage to equipment and property - N/A
12.	23.4	Other Measures for HIV-Aids awareness programme: N/A
13.	24.1(d)	<p>The other actions requiring the employer's prior approval are.</p> <ul style="list-style-type: none"> i. Use of documents obtained in due of performance of work for other purposes other than the required work. ii. Access of restricted areas which are crucial for work

		<p>performance.</p> <p>iii. Performance of works, which are outside the agreed scope of work.</p> <p>iv. Extension of contract duration (where necessary)</p> <p>v. Any addition works / services.</p>
14.	26.1	<p>Restrictions about future use of documents submitted by Service Providers: No Restriction shall be provided to the Employer;</p> <p>The service provider shall be liable for any other part involved in the production of the jingle</p>
15.	27.1	<p>The liquidated damages rate is 0.10% of Contract price per day</p> <p>The maximum amount of liquidated damages for the whole contract is 10% of the final Contract Price.</p> <p>The percentage of the cost of having a Defect corrected to be used for the calculation of Lack of Performance Penalty/(ies) is 10%</p>
16.	28.1	Performance Security shall be valid N/A
E. Obligations of the Employer		
F. Payments to the Service Provider		
18.	35.1(a)	The amount in local currency is to be known after award
19.	35.1(b)	The amount in foreign currency or currencies is N/A
20.	37.1	Payments shall be made according to the following

		<p>schedule:</p> <ul style="list-style-type: none"> After delivery of the service bill which be submitted to the certification by the Employer, that the service has been rendered satisfactorily, pursuant to the performance indicators
21.	38.1	Payment shall be made within 28 calendar days of receipt of the invoice and the relevant documents specified in GCC 37, and within 60 days in the case of the final payment.
22.	39.1	Price adjustment is <i>not applied</i> in accordance with GCC 39.
H. Settlement of Disputes		
23.	44.3	<p>The Adjudicator is Court of Law</p> <p>The designated Appointing Authority for a new Adjudicator is <i>N/A</i></p>

SECTION VI: PERFORMANCE SPECIFICATIONS

1. The service provider is supposed to conduct preventive maintenance of AC [when instructed \(On Call Basis\)](#)
2. Service provider must be able to provide services/repair at any time when required to do so.
3. The service provider should be able to send a technician to attend a call within [8 hours](#) from the time he/she is called since some of the air conditions are in a sensitive area such as server room or banking hall.
4. Service provider will be required to provide an ID of technician who will be sent to site for approval process before commencement of the work
5. Service provider's staff will be required to have staff identity cards all the time when providing services.
6. Service provider shall be required to work on Saturday and has to be ready to provide services during Sunday and Public Holidays when needed since some of the Air conditions are located in our server rooms and are operating 24/7
7. The service provider will be paid after delivery of the service and submission of invoice for assignments carried out. The job sheet of each invoice must be certified by a relevant branch manager or officer where the service/repair was conducted. Invoices without signed and stamped job sheets won't be paid
8. The list of A/c per branch is attached underneath;
9. Bidders are required to quote the cost for maintenance of air conditions when required. The cost for spare parts should be indicated separately and will also form part of the contract however a special approval will need to be sought before replacement of any spare part.
10. The award will be for all branches therefore service provider is required to ensure they have the capacity to execute the contract for to all the mentioned branches. In order to smoothen the execution of the assignment, the service provider is required to have an office/operation centre in all of the below zones;

Table 1: List of branches per Zone

S/N	LIST OF ZONES AND ITS CORRESPONDING BRANCHES
1	Eastern Zone branches (all DSM branches, Service Centers and Bureaus, Zanzibar branch, Morogoro branch,)
2	Central Zone branches (Sokoine branch and Dodoma Service Center)
3	Lake zone branches (Rock-city branch, Mwaloni branch, Rwagasore branch, Lamadi branch, Geita branch, Katoro branch, Kahama branch, Kagongwa branch, Nyarugusu Service Center, Geita Mineral Center, Serengeti Service Center)
4	Northern Zone branches (Arusha City Branch, ABC branch, Moshi branch Tanga branch, Namanaga Service Center, TPA Service Center, ArusHA Town Service Center, Boma Road Service Center, Moshi Town Service Center, KIA Bureau De Change)
5	Southern Zone branches (Mbeya & Tunduma Branch)

SECTION VII: ACTIVITY SCHEDULE

1. The service provider is required to put a price of servicing each A/C **when instructed (On Call Basis)** in the respective branch.
2. In addition the service provider is required to attach with this tender PRICE LIST for common spare parts of Air conditions (common brands) if the tender will be accepted the price list shall be used to order spare parts throughout the contract period

S/n	Spare part Name	Spare Details/Specs	Unit Price	AC Brand name

3. In addition the service provider is required to attach with this tender PRICE LIST for common Air conditions (common brands such as LG, Daikin, Gree, Samsung, Hisense, or equivalent) of different bits per unit (btu) from **9btu,12btu,18btu,24btu,36btu** for **both wall and cassette**. if the tender will be accepted the price list shall be used to order spare parts throughout the contract period

Type of Air Condition : Example cassette/Ceiling type				
S/n	AC Name	Unit Price	BTU Size	Warranty Period

TABLE 1: UNIT COST (Repair and Maintenance cost)

S/N	Zone	Number of AC	Unit Cost per AC	VAT (18%)	Total Cost
1	Eastern Zone branches	1			
2	Central Zone branches	1			
3	Lake Zone branches	1			
4	Northern Zone branches	1			
5	Southern Zone branches	1			
6	Southern Highland Zone branches	1			
				GRAND TOTAL	

Name_____

Designation_____

Authorized Rubber stamp_____

Signature_____

Date_____

TABLE 2: ESTIMATED NUMBER OF AIR CONDITIONERS TO OUR LOCATIONS

SN	BRANCH/AGENCY	LOCATION	ZONE	ESTIM. QYT
1	OBAMA	DAR ES SALAAM	Eastern branches Zone	54
2	MAWASILIANO	DAR ES SALAAM		10
3	MWENGE	DAR ES SALAAM		10
4	KISUTU	DAR ES SALAAM		13
5	TEGETA	DAR ES SALAAM		10
6	MASDO	DAR ES SALAAM		54
7	KARIAKOO	DAR ES SALAAM		15
8	IFB	DAR ES SALAAM		15
9	LUMUMBA	DAR ES SALAAM		9
27	SEA CLIF-BUREAU DE CHANGE	DAR ES SALAAM		2
29	PALACE HOTEL BUREAU DE CHANGE	DAR ES SALAAM		2
30	TIFFANY HOTEL BUREAU DE CHANGE	DAR ES SALAAM		2
28	IPS BUREAU DE CHANGE	DAR ES SALAAM		2
	TPA BRANCH	DAR ES SALAAM		
22	MOROGOGO	MOROGORO		11
23	DODOMA	DODOMA	Central branches Zone	3
37	DODOMA BUREAU DE CHANGE	DODOMA		3
10	ROCK CITY	MWANZA	Lake zone branches	5
11	MWALONI	MWANZA		10
12	RWAGASORE	MWANZA		17
13	GEITA	GEITA		17
14	KATORO	GEITA		10

15	KAHAMA	KAHAMA		11
16	KAGONGWA	KAHAMA		9
17	LAMADI	SIMIYU		12
26	NYARUGUSU	GEITA		4
38	MWANZA HUDUMA BUREAU	MWANZA		3
39	GEITA MINERAL CENTER	GEITA		2
18	MOSHI	KILIMANJARO	Northern branches Zone	15
19	ARUSHA CITY	ARUSHA		14
20	ARUSHA BC	ARUSHA		13
21	TANGA	TANGA		
31	KIA BUREAU DE CHANGE	KILIMANJARO		2
32	MOSHI SANYA JUU BUREAU DE CHANGE	KILIMANJARO		2
33	MOSHI BOMA ROAD BUREAU DE CHANGE	KILIMANJARO		2
34	ARUSHA METROPOLE BUREAU DE CHANGE	ARUSHA		2
35	ARUSHA(TFA) BUREAU DE CHANGE	ARUSHA		2
36	NAMANGA BUREAU DE CHANGE	ARUSHA		3
24	MBEYA	MBEYA	Southern branches Zone	10
25	TUNDUMA	TUNDUMA		11

SECTION VIII: FORMS OF TENDER

1.0 Form of Agreement

The Contract Forms to be used for this Tender shall be the Contract Forms prepared by the Azania Bank Legal Department for review by both parties.

2.0 Form of Tender

Date: _____

Tender No. _____

To: *[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No..... *[Insert numbers if any]*.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide required services/works/goods under this tender in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the required services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of days *[number of days]* from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

SECTION IX: FORMS OF SECURITY

Form: Tender Securing Declaration

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

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

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

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

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn 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 (hereinafter “the ITT”) of the IFT
- (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, or (ii) fail or refuse to furnish the Performance Security, 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 Tenderer; 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 Tender for and on behalf of: *[insert **complete name of Tenderer**]*

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

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