



POPULATION SERVICES INTERNATIONAL (PSI)

BID NOTICE **PSI Tanzania**

Population Services International (PSI) is a non-profit social marketing organization with programs in over 60 countries making it easier for all people to lead healthier lives and plan the families they desire.

Funded by the Gates Foundation and implemented by PSI, the Malaria Elimination in Zanzibar (MEZA) project is a 3-year activity which aims to support the Zanzibar Malaria Elimination Program's (ZAMEP) objectives, as outlined in the National Malaria Strategic Plan, and to accelerate the elimination of local malaria transmission and supporting the setup of a resilient Program to prevent re-establishment of Malaria by 2029. MEZA provides technical and implementation support to ZAMEP to improve malaria surveillance and response at the national level, decentralize malaria surveillance and response to the district level, and strengthen multisectoral engagement in malaria elimination.

Please visit our web site (www.psi.org) for additional background information about PSI, including a description of our major program areas and a list of the countries in which we operate.

The objective of this tender is to solicit competitive bids to select a service provider for the supply of a brand new three(3) vehicle trucks.

For any clarification of any part of the Tender Document shall be sought from: PSI Tanzania office, at the email address iurasa@psi.or.tz and copy blakamoyo@psi.or.tz

Deadline for submission of bids is **6th June 2025 2:00pm EAT**. Duly filled and completed Technical and Financial Bid documents should be submitted to procurement@psi.or.tz in two separately files (technical and financial).

Late submission of bids will not be accepted.



PAPULATION SERVICES INTERNATIONAL (PSI)

INVITATION TO BID: No. PSI/PRF/WFH01731

SUPPLY AND DELIVERY OF VEHICLE TRUCKS

INVITATION TO TENDER TIMETABLE	
Advertisement of the tender	14 th May 2025
Questions from Suppliers due date	28 th May 2025
Last date on which clarifications are issued by PSI	30 th May 2025
Deadline for submission of Bids	6 th June 2025 at 2.00pm EAT
Bid Opening date	6 th June 2025 at 2.15pm EAT
Notification of award to the successful tenderer	10 th June 2025
Contracts start	15 th June,2025

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1.0 Introduction

- 1.1 Population Services International (PSI) is a non-profit social marketing organization with programs in over 60 countries making it easier for all people to lead healthier lives and plan the families they desire.
- 1.2 Purpose of The Tender: Population Services International (PSI) invites prospective Suppliers to compete tender for the Supply and delivery of 3Pcs vehicle trucks to Zanzibar Malaria Elimination Program (ZAMEP) office. All qualified and interested suppliers are invited to submit their proposals.
- 1.2.1 Zanzibar Malaria Elimination Program (ZAMEP) offices are located at Located Mwankwereke street.

1.3 Donor Guidelines and Policies.

The procedures followed by PSI in making any award(s) and contract(s) resulting from this ITB, as well as the terms and conditions of such award(s) and contracts, will be based of PSI's procurement procedures and policies and/or the Procurement Policies and Procedures outlined by the Donor.

- 1.4 **Part I.** This Part I, Bidding Instructions and Procedures, will not form part of any resulting award or contract. It is intended solely for the information of prospective Suppliers.
- 1.5 **Definitions and Headings.** Except as otherwise specifically provided herein, all time periods specified shall be consecutive calendar days. The term ITB is used throughout this ITB to refer to the entire document, including all attachments thereto. Any headings contained in the text of the ITB are for reference only, and do not alter, limit, or waive the content of the full provisions. Except where the context indicates otherwise, (a) terms in the singular include plural, and vice versa; and (b) references to masculine, feminine or neutral are interchangeable.
- 1.6 **Bidding Costs.** Prospective Suppliers are under no obligation to prepare or submit bids in response to this ITB and do so solely at their own risk and expense. PSI will not undertake to reimburse any costs incurred, therefore.
- 1.7 **Review of ITB.** Prospective Suppliers are solely responsible to examine carefully all of the terms and conditions of this ITB -- including, but not limited to, this Part I, Bidding Instructions and Procedures, and Part II, Technical Specifications and Standards for the goods or services as described in Schedule A of Annex B -- and to comply fully therewith. Failure to do so will be at the prospective Supplier's risk and expense. Any patent ambiguities in the Technical Specifications and Standards or inconsistencies between or among the various provisions of the ITB shall be resolved against the Supplier if it fails to seek clarification of same prior to award.
- 1.8 **Language.** All documents submitted in response to this ITB, as well as all correspondence in connection with the ITB, shall be in the English language.
- 1.9 **Inquiries.** Inquiries concerning this ITB must be submitted in writing, to be received sufficiently in advance on or before 28th May, 2025 to permit a thorough and accurate response by PSI. Such inquiries shall be sent by email, to iurasa@psi.or.tz copying blakamoyo@psi.or.tz

PSI is under no obligation to consider or respond to questions that are not received in a timely manner.

2.0 Procurement Procedure: Competitive Bidding

2.1 ITB. This ITB constitutes an invitation to prospective Suppliers to submit bids for the goods and services described herein. It consists of (1) The ITB, (2) Technical Specification and Schedule of rates, (3) Bid Form, (4) Vendor registration form. All of the foregoing are fully incorporated herein and form an integral part of this ITB.

2.2 Documents Comprising the Bid The submitted bid shall include the following information. Failure to provide all requested information or to comply with the specified formats may disqualify the Bidder from consideration.

- **Company profile illustrating structure and history of the company.**
- **Valid business license**
- **Valid Tax compliance certificate**
- **Recently printed bank statement (last 6 months)**
- **Copies of recent POs and Contracts from your clients in relation to this service (attach at least three contracts and/or POs signed and stamped) from International NGOs, Government or UN agencies.**
- **Reference/Recommendation letters**
- **Technical specification sheet and photos of vehicles quoted.**
- **Audited Statements for the last three years.**
- **Bid Form, completed, signed, and stamped.**
- **Pre-selection questionnaire, completed, signed, and stamped.**
- **Schedule of rates**
- **Other important documents which Bidder attaches to support its bid.**

2.3 Bid Prices. The Bidder shall clearly indicate the unit price of the vehicles it proposes to supply. All unit prices shall be clearly indicated in the space provided in the price schedule, and all unit prices quoted in the ITB response shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed, with the exception of products or services which are subject to significant and unavoidable market forces which prevent this, in which case the Bidder shall describe and justify the driver(s) of potential price fluctuation during the first twelve (12) months of the agreement. The Bidder shall sign the price schedule and shall stamp the price schedule with the Bidding Company's seal where feasible.

2.4 Bid Currency: All financial rates and amounts entered in the Bid Form and Schedule of rates in annex 1 and used in documents, correspondence, or operations pertaining to this tender shall be expressed in **(Tanzanian Shillings-TZS)**.

2.5 Form and Content of Bids.

(a) All bids must be signed and dated by an authorized employee of the bidder (the original must be manually signed). Bidders must use the Bid Form provided in Annex A of this ITB. The Bid Form should be fully completed, with all the information required therein (Note: in case of a discrepancy between per unit and total prices, the per unit price shall govern, and the total will be corrected by multiplying the per unit price by the specified quantity).

(b) The bid validity period should be at least **60 days** following the Last Bid Receipt Date.

2.6 Submission and Handling of Bids.

Bids are to be delivered by mail no later than **June 6th 2025, 2:00 pm. East Africa Time** with the subject line **PSI/PRF/WFH01731**

a) Format: Offers must be submitted in 2 (two) separate files as follows:

- File one containing technical part of the offer.
- File containing financial part of the offer.

b) Bids are to be delivered by email to: procurement@psi.or.tz The electronic submission procedures shall be as follows:

- The technical and financial proposals shall be presented in separate files and marked or named accordingly.
- the files shall be encrypted and secured with passwords assigned by the bidder.

c) The passwords will be submitted to the following designated email address: procurement@psi.or.tz **no later than 2.pm. East Africa Time on the bid opening date of April 2nd 2025.**

2.7 Evaluation of Bids.

a) PSI will utilize two-stage procedure in evaluating of offers who comply with the eligibility requirements, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal will be opened only for offers that passed the **minimum technical score of 40 out of the maximum obtainable score of 60 points** in the evaluation of the technical offer for each part. Proposals shall be evaluated in accordance with the provisions of this ITB and in accordance with the following:

Criteria	Maximum points
Technical offer	60%
Financial offer	40%
Total maximum points to be attributed	100%
Technical offer	Score

Company experience/ Profile, detailing services offered, history of the company, Area of operations and list clients and projects completed in the last five years. <ul style="list-style-type: none"> • Profile of the company with 3 or more verifiable reference letters from UN, INGO, or Government Institution (5 pts) • Profile of the company with 2 verifiable reference letters from UN, INGO, or Government Institution (3pts) • Only profile or less than 2 verifiable reference letters from UN, INGO, or Government Institution (0pts) 	5
Business License from the respective ministry Valid Business License (10 pts) Expired/none (0 pts)	10
Tax compliance Certificate Valid tax compliance certificate (5 pts) No tax compliance certificate/expired (0 pts)	5
Similar work experience from International NGOs ,Government or UN agencies Three or more contracts/POs (10 pts) Two contracts/POs (7 pts) One contract (3) None (0pts)	10
Compliance with technical specification (15 pts) No compliance (0 pts)	15
Recently printed bank statement Balance of \$75,000 0r more (10 pts) Balance of \$50,000-75,999.99 (7 pts) Balance of \$20,000 -50,999.99 (5 pts) Less than \$20,000 (0pts)	10
Audit statement for the last three years Last three-year audited statements (5 pts) Last two year (3 pts) Last one year (1 pts) None (0pts)	5
Total score for technical offer	60
Financial offer	
The maximum number of points of the financial offers will be allocated to the lowest price financial proposal. Financial proposals from other offerors will receive points in reverse proportion according to the following formula: <p style="text-align: center;">Points for the Financial offer being evaluated = [Maximum number of points for the financial offer] x [Lowest price]/ [Price of offer being evaluated]</p>	

b) PSI may reject any bid that is not substantially responsive to the terms and conditions of the ITB.

2.8 Amendments. If at any time prior to award PSI deems there to be a need for a significant modification to the terms and conditions of this ITB, PSI will issue such a modification as a written ITB amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any ITB term or condition, and no bidder shall rely on any such statement.

2.9 Post-Tender and Iterative Negotiation. PSI reserves the right, in its sole discretion, to conduct post tender and/or iterative negotiations.

2.10 Extension of Bid Validity Dates. When necessary and appropriate under the circumstances, PSI may request bidders, in writing, to extend the validity period of their bids. A bidder may refuse to extend; however, its bid will be disqualified. A bidder agreeing to extend will not generally be permitted or required to modify its bid in any manner other than to extend it.

2.11 Responsibility. Bidders which have been provided with this ITB were previously prequalified by PSI. Notwithstanding such prequalification, an otherwise successful bidder may be required, in order to be awarded a Contract pursuant to this ITB, to demonstrate to the satisfaction of PSI that it is a responsible firm with regard to the specific transaction described in this ITB. In order to be determined responsible, a bidder must (1) have adequate personnel, financial resources, equipment and material to perform the Contract, or the ability to obtain them; (2) be able to comply with the required or proposed delivery schedule; and (3) have a satisfactory record of performance, business ethics and integrity. PSI reserves the right to request additional information relevant to responsibility at any time prior to award.

2.12 Rejection of Award.

(a) PSI is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part and to reject any or all tenders without assigning any reason there for and to Contract on any of the terms offered or on different terms. Circumstances in which rejection of all bids may occur include, without limitation, the following: (1) none of the bids is adequately responsive to the specifications, (2) there is evidence of insufficient competition, or (3) the lowest bid exceeds the estimated value or funds available by a significant amount and cannot be reduced by negotiation.

(b) PSI will send a Notice of Award to the winning bidder.

ANNEX A

BID FORM,

BASIC INFORMATION

DATE OF BID: _____

BIDDER'S FULL LEGAL NAME: _____

BIDDER'S ADDRESS: _____

Contact Name: _____

Contact Position: _____

Fax No.: _____

Phone No.: _____

E-mail Address: _____

BIDDER'S UNDERTAKINGS

The above-mentioned bidder hereby undertakes as follows:

A. to hold this bid valid through: **60 days**

B. to supply services per ITB number (PSI/PRF/WFH01731), to the order of PSI.

Authorized signature_____

Name and title of signatory:

Name of supplier: _____

Address/Email: _____

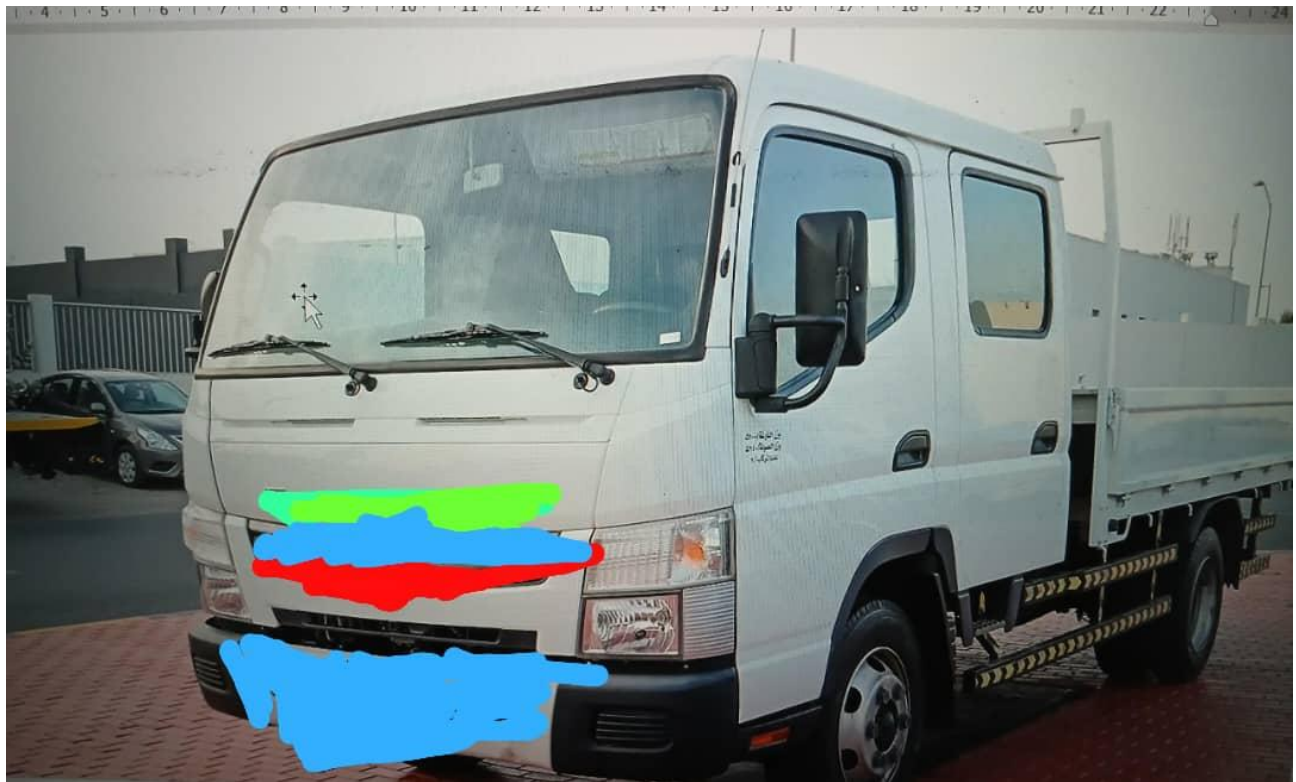
Stamp

ANNEX B: TECHNICAL SPECIFICATIONS

<u>SPECIFICATIONS FOR VEHICLES</u>	
<u>General Specifications</u>	-
<u>Name</u>	<u>Brand new Vehicle truck</u>
<u>Quantity</u>	<u>3 pcs</u>
<u>Engine Type</u>	<u>Diesel Engine</u>
<u>Drive</u>	<u>Right Hand Drive (RHD)</u>
<u>Transmission:</u>	<u>5-speed manual transmission</u>
<u>Number of seats (including driver)</u>	<u>– 6 Seaters</u>
<u>Each Warranty:</u>	<u>36 months or 100,000 kilometers - whichever occurs first (Local representative available in country for aftersales service.)</u>
<u>Configuration Color Exterior:</u>	<u>Super White 2, interior: Gray (-) or white</u>
<u>General information:</u>	<u>Fuel tank Capacity 80-150 Lts</u>
<u>General notes Gross vehicle weight</u>	<u>(2.5 - 3 tones)</u>
<u>Engine</u>	<u>Model-4D33-6A</u>
	<u>Type-4 stock-cycle, water cooled direct injection diesel engine</u>
	<u>Max.Output-83Kw (113PS)/3200rpm</u>
	<u>Max.Tourque-304N.M (31.0 kgf.m)/1600rp,</u>
	<u>Alternator 24Volt,50Amp</u>
<u>Dimensions (mm)</u>	<u>Ground clearance (mm)-200</u>
	<u>Wheelbase (mm)-3350</u>
	<u>Dimensions (LxWxH)mm-6030X1995X2200</u>
<u>Weight/Capacities (Kg)</u>	<u>Curb Weight (Kg)-2205</u>
	<u>Max.GVW-6500</u>
<u>Drive Line</u>	<u>Clutch-Hydraulic Control, Diaphram Spring, Single Dry Plate</u>
	<u>Transimission-5 Forward and 1 Reverse Speed</u>
<u>Chassis</u>	<u>Axel Capacity-Front 2300kg</u>
	<u>Rear -4500kg</u>
	<u>Tire -Front -7.00R16 12 PR</u>
	<u>Rear-4500Kg</u>
	<u>Suspension- Semi Elliptic Laminated leaf spring</u>
<u>Brake-service</u>	<u>Hydraulic with Vacuum servo assistance, Dual circult</u>

-	<u>Packing-Internal Expanding Type on propeller shaft at rear of transmission</u>
-	<u>-Exhaust-Vacuum Operated, butterfly valve Type</u>
<u>Electrical System-</u>	<u>Batteries 65 AH</u>
-	-

Each Warranty: 36 months or 100,000 kilometers - whichever occurs first with in country after sale services.



ANNEX C - SCHEDULE OF RATES

<i>Item</i>	<i>Product or Service</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit price TZS</i>	<i>Total Price TZS (Before VAT)</i>	<i>Total Price TSH (With VAT)</i>
1	Supply and delivery of vehicle trucks to ZAMEP offices	Each	3			
Total cost						
Lead time						

If applicable, please indicate below any deviations from the product, terms and conditions, etc. described in the Request for Quotes (e.g.: product specifications, incoterm, destination, etc.)

Price quoted should include Clearance and delivery of the vehicle to Zanzibar Malarial Elimination Program (ZAMEP) offices however please note that this is government property hence you will need to work with government to obtain some exemptions.

<i>Date:</i>	
<i>Company name:</i>	
<i>Name & Title:</i>	
<i>Signature:</i>	

ANNEX D Pre-Selection Questionnaire (PSQ)

1. Supplier information

1.1 Supplier details	Answer
Business category	
Full name of the Supplier completing the PSQ, as per registration documents	

Registered company physical address			
Registered company number			
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	ii) a limited company	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	iii) a limited liability partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	iv) other partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	v) sole trader	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	vi) other (please specify)	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	ii) Small or Medium Enterprise (SME)	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	iii) Sheltered workshop	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	iv) Public service mutual	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A

1.2 Contact details		
Supplier contact details for enquiries about this PSQ		
Name		
Title		
Physical address		
District		
Office Phone		
Mobile Phone		
E-mail Address		
1.3 Licensing and registration (please mark 'X' in the relevant box)		
1.3.1	Registration with a professional body	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

	If applicable, is your business registered with the appropriate trade or professional register(s) in the respective line ministry.	If Yes, please select institution(s) that you have registered
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Mandatory documents to be submitted:

1. Company profile illustrating structure and history of the company.
2. Valid business license
3. Valid Tax compliance certificate
4. Recently printed bank statement (last 6 months)
5. Copies of recent POs and Contracts from your clients in relation to this service (attach at least three contracts and/or POs signed and stamped) from International NGOs, Government or UN agencies.
6. Technical specification sheet and photos of vehicles quoted.
7. Audited Statements for the last three years.
8. Bid Form, completed, signed, and stamped.
9. Pre-selection questionnaire, completed, signed, and stamped.
10. Other important documents which Bidder attaches to support its bid.
11. Schedule of rates

NB: Item 1-10 will form part of the technical proposal

Item 11 will be part of the financial proposal.

2. Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

[PSI or network member name] reserves the right to later disqualify any pre-qualified vendors who have been found to answer the questions of this section untruthfully.

2.1 Within the past five years, has your organization (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) the common law offence of bribery;		
(b) the offence of cheating the Revenue;		

(c) the offence of conspiracy to defraud;		
(d) money laundering		
(e) Any other offence		
2.2 Within the past five years, has your organization (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control had any issue in relation to not filing or paying taxes by the due date?		

If you have answered “yes” to question 2.2 on the non-payment of taxes and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your company/organization is in that position, please provide details using a separate Appendix. You may contact the Procurement focal point for advice before completing this form.

3. Grounds for discretionary exclusion

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organization.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organization is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(b) your organization is guilty of grave professional misconduct, which renders its integrity questionable;		
(c) your organization has entered into agreements with other economic operators aimed at distorting competition;		
(d) your organization has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		

(e) your organization—		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(iii) your organization has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organization undue advantages in the procurement procedure; or		
(g) your organization has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Taking Account of Bidders' Past Performance

The authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). PSI may consider any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. PSI may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, PSI may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

4. Economic and Financial Standing

FINANCIAL INFORMATION	
4.1	The Procurement committee will carry out an independent financial check on all suppliers as deemed necessary. Please check off which of the following you have provided to evidence your organization having the required financial strength by ticking the appropriate box(es). <i>Please attach to the application submission.</i>
	<div> <div>(a) A copy of the audited accounts for the most recent two years (if available)</div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A </div> </div>
	<div> <div>(b) A copy of bank statement for the last six months</div> <div> <input type="checkbox"/> Yes </div> </div>

		<input type="checkbox"/> No <input type="checkbox"/> N/A				
	<p>(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p> <p>Please specify: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
4.2	<p>(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organization</td><td></td></tr> <tr> <td>Legal relationship to the Supplier completing the PSQ</td><td></td></tr> </table> <p>If yes, please provide ultimate / parent company accounts if available.</p> <p>If yes, would the ultimate / parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)</p>	Name of the organization		Legal relationship to the Supplier completing the PSQ		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Name of the organization						
Legal relationship to the Supplier completing the PSQ						

5. Technical and Professional Ability

5.1	<p style="text-align: center;">Relevant experience and contract reference</p>
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years, <i><u>and be attached to the application submission.</u></i></p> <p>The named customer contact provided should be prepared to provide written evidence to the</p>

	procurement committee to confirm the accuracy of the information provided below.			
		Contract 1	Contract 2	Contract 3
5.1.1	Name of organization			
5.1.2	Point of contact Position E-mail address Telephone number			
5.1.3	Contract start date Contract completion date Contract value			
5.1.4	If you cannot provide at least one example, please briefly explain why (100 words max) N.B. Please attach contracts (purchase orders, framework agreements, etc)			

5.2	Submit at least two recommendation letters from organizations for work done of a similar size and scope. These should be on company letterhead and signed and/or stamped by authorized employee.
5.3	Summarize the Company's qualifications and experience in the supply of vehicles.

PSI GENERAL TERMS AND CONDITIONALS

1. Independent Contractor.

[a] Supplier acknowledges that it is an independent contractor who is responsible for providing all basic equipment and materials necessary for the completion of the tasks assigned, that it is not an agent of PSI, and it has no authority, express or implied, to assume or create any obligations on behalf of PSI or to receive any training from PSI.

[b] Supplier understands and acknowledges that performance of the Services may expose its employees to a variety of risks and dangers including, without limitation, disease or infection, acts of terrorism, hostage taking, other physical violence or threats to safety, theft, armed conflict, or civil unrest. These risks could result in injury, illness, temporary or permanent disability, property or financial loss, psychological trauma, or death. Supplier agrees that it will take full responsibility for its employees who are performing Services under this Agreement and that its employees have agreed to undertake any assignment under this Agreement voluntarily, and with full knowledge of its risks and dangers. Service Provider further agrees that it will:

[i] take full personal responsibility for its employees' safety, security and health;

[ii] freely assume all risk of harm to or loss of health, life or property for its employees;

[iii] release and forever discharge PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Service Provider's employees may suffer as a result of performance of the Services for PSI; and

[iv] secure from each of its employees performing Services under the Agreement a written release and discharge forever of PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Service Provider's employees may suffer as a result of performance of the Services for PSI.

2. Non-Solicitation.

During the Term, and for a period of one (1) year thereafter, Supplier will not directly or indirectly solicit or induce, or attempt to solicit or induce, any PSI employee or Service Provider to leave his/her employment or consultancy with PSI for any reason whatsoever.

3. Work Product.

Supplier acknowledges that any work conceived, designed or produced in the course of performing or providing the Services (including, without limitation, services, deliverables, copyrightable works, technical or other data, and intangible property of all kind) is the sole and exclusive property of PSI ("Work Product"). Service Provider waives any rights, including intellectual property rights, in all Work Product, and will not distribute or make any other use of Work Product outside PSI without PSI's express written authorization. Service Provider hereby assigns to PSI all right, title and interest in any Work Product, and/or any other work conceived, designed or produced by Service Provider's

employees performing Services under this Agreement, alone or with others, in the course of, or as a result of, this consultancy with PSI, and agrees to execute and deliver to PSI any additional documents that may be necessary to effectuate such assignment.

4. Return of Property.

At the end of the Term, or at any time upon PSI's request, Service Provider will return to PSI (i) all keys, passwords, and any other access devices in the possession or control of Service Provider's employees that may be used for any PSI office, warehouse, safe, or equipment; (ii) all documents or copies of documents, or material of any nature, whether stored electronically, in hard copy, or by any other means, in the possession or control of Service Provider's employees, that belong to PSI, contain or are derived from PSI's confidential or proprietary information (as specified in Section 11), or relate in any way to PSI, any of PSI's activities or operations, or any of its employees; and (iii) all other PSI property including, without limitation, physical and financial assets, bank accounts, credit, debit or charge cards and funds.

5. Confidentiality.

Supplier acknowledges that any information obtained by its employees in performing this Agreement regarding PSI's operations, products, services, policies, systems, programs, procedures, employees, strategies, research, budgets, proposals, finances, plans, donor or business relationships, or any other aspect of its business that is not generally known to the public, is confidential and proprietary. During and after the Term, Service Provider and its officers, directors, employees and any other agents will hold such information secret and will not: (i) use such information for any purpose other than performance of this Agreement; or (ii) disclose such information, directly or indirectly, to anyone outside PSI, without in each instance the prior written consent of PSI.

6. Representations.

Supplier represents and warrants that (i) all information provided by Service Provider to PSI regarding the qualifications of its employees and of Service Provider as an entity is true and correct in all material respects; (ii) the Services will be performed in a professional and workmanlike manner; (iii) Service Provider is not restricted in any way, by agreement or otherwise, from entering into this Agreement and performing the Services, and there are no actual or potential conflicts of interest in Service Provider's engagement by PSI; (iv) the work produced under this Agreement will constitute the original work of Service Provider's employees, and will not infringe any copyright, trade secret, contract or other intellectual property, proprietary or personal rights of any person, and will be free of any liens, encumbrances or other claims; and (v) Service Provider is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this consultancy by any Federal department or agency.

7. Legal Compliance.

In addition to all other laws applicable to Service Provider and/or the Services,

[a] Supplier agrees that its officers, directors, employees or any other agents will not pay, offer or promise to pay, or authorize anyone else to pay or offer to pay money or anything of value to a foreign official, political party or party official, or any candidate for foreign political office, directly or indirectly, including through agents or intermediaries, with the intent to induce the recipient to misuse his/her official position to obtain or retain business for PSI or to direct business to any other person;

and

[b] Supplier understands and acknowledges that U.S. Executive Orders and laws prohibit transactions with, and the provision of material support or resources to, individuals and organizations associated with terrorism. It is the legal responsibility of Service Provider to ensure compliance with these Executive Orders and laws.

[c] Should the Service Provider have any concerns related to fraud, waste, abuse or corruption under this contract either with employees or anyone working for, or affiliated with PSI, the service provider may report allegations and concerns through PSI's third-party whistleblower as per below;

NAME: One trust Whistleblower Hotline

URL: ONETRUST.PSI.ORG

US PHONE NUMBER: 800-461-9330

PSI TANZANIA PHONE NUMBER: +255 754781110”

8. Conflict of Interest Clauses:

A. Neither the Supplier nor any of the Supplier's officers, employees, agents or subcontractors shall engage in any personal, business or professional activity which conflicts or could conflict with any of the Supplier's obligations under the Contract.

B. Without prejudice to any other provisions in the agreement the Supplier shall notify Population Services International immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

C. The Supplier shall ensure that its officers, employees, agents and subcontractors comply with the provisions of this clause.

D. Prohibitions. During the term of this Agreement, SUPPLIER **shall** not engage in:

- Trafficking in persons (TIP) as defined in applicable UN Conventions;
- Procuring commercial sex acts;
- Using forced labor;
- Committing any act with respect to employees (including Suppliers and volunteers) that supports or advances TIP including (i) confiscating identity or immigration documents; (ii) failing to provide return transportation upon request to employees recruited from another country; (iii) making false or misleading representations concerning terms or conditions of employment; (iv) charging recruitment fees to an employee; (v) using recruiters that do not comply with labor laws in the country where the recruitment takes place; (vi) if required by law or contract, failing to provide a written employment agreement or work document setting out employment conditions in a language the employee understands; or (vii) housing employees in substandard conditions.

E. Reporting. If SUPPLIER receives any credible information concerning a violation of any of the foregoing prohibitions, it must immediately notify PSI, fully cooperate, and enable its employees to cooperate with any investigation and/or corrective action by PSI, USAID, or other U.S. Government body.

9. Compliance Plan and Certification.

A. Compliance Plan. During the Term, SUPPLIER shall (i) maintain, (ii) post at its work place and on its website, or provide to each worker in writing, and (iii) provide PSI upon request, a compliance plan appropriate to the size and complexity of this agreement and to the nature and scope of activities to be performed hereunder, including the number of non-U.S. citizens to be employed and the TIP risk. At a minimum the compliance plan must include:

- A TIP awareness program and the actions that will be taken against employees for violations.
- A process for employees to report TIP issues without fear of retaliation, including information and access to the Global Human Trafficking Hotline (1-844-888-FREE or help@befree.org).
- A recruitment and wage plan that (i) requires use of recruitment companies with trained employees; (ii) prohibits charging recruitment fees to the employee; and (iii) ensures that wages meet host country legal requirements or explains any variance.
- If housing is provided to employees, a housing plan that meets host country housing and safety standards.
- Procedures to prevent agents and subcontractors at any tier or dollar value from engaging in TIP activities and to monitor, detect and terminate any agents, subcontractors or employees found to have engaged in such activities.

B. Certification. SUPPLIER shall annually submit a certification to PSI that:

- It has implemented a compliance plan in accordance with Paragraph A to prevent the prohibited TIP activities and to monitor, detect, and terminate any agent, subcontractor or employee engaging in such activities; and
- After conducting due diligence, either:
 - To the best of its knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in such activities; or
 - If abuses relating to such activities have been found, it or they have taken the appropriate remedial and referral actions.

10. **Liability.**

Supplier will not be liable to PSI, or to anyone who may claim any right due to any relationship with PSI, for any acts or omissions by Service Provider's employees in the performance of the Services, except where such acts or omissions are due to the negligence or the willful or intentional misconduct of Service Provider's employees. PSI will hold Service Provider harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by Service Provider's employees under this Agreement, except when the same are due to the negligence or the willful or intentional misconduct of Service Provider's employees.

11. **Termination.**

[a] This Agreement may be terminated by either Party at any time prior to its scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI will pay Service Provider for the services performed by Service Provider's employees prior to the effective date of termination. In addition, PSI will reimburse Service Provider for its employees' travel time, if any, to their points of origin, and any days for final report preparation, all as specified in the notice of termination.

[b] This Agreement may be terminated by PSI at any time prior to its scheduled expiration date by written notice to Service Provider in the event that Service Provider materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI will determine the

extent to which Service Provider's employees have satisfactorily delivered Services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to Service Provider for the services performed.

12. Force Majeure.

In the event of ***force majeure*** - that is, an event not in existence on the Effective Date that is beyond the control and without the fault of either of the Parties, such as an act of God, natural or man-made disaster, strike, epidemic, lock-out, foreign or civil war, quarantine restriction or any other similar event, PSI shall be entitled to terminate the Agreement or any part thereof if the performance of the Services is prevented or significantly impaired by any such ***force majeure***. In the event of such termination, Service Provider shall be entitled to payment for Services completed and expenses incurred prior to termination, in accordance with this Agreement.

13. Disputes.

[a] Any dispute arising out of this Agreement shall be resolved by arbitration before courts of Jurisdiction of Somalia. Judgment upon the award rendered by the arbitrator will be final and binding upon the Parties and may be entered in any court of competent jurisdiction.

[b] If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees.

14. Notices.

Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, by e-mail or fax, and will be deemed duly given or sent when delivered to such Party at the following address:

To PSI: Population Services International, 12th Floor Faykat Tower, Plot No. 236-238, Ali Hassan Mwinyi Road block 41,, P.O. Box 33500, Kinondoni, Dar es Salaam, Tanzania, and email: info@psi.or.tz

To Supplier: or "Supplier"), address and contact details

Other addresses may be substituted for the above upon the giving of written notice to the other Party in accordance with this provision.

15. Assignment.

Neither this Agreement nor any of the duties and obligations under this Agreement may be assigned or subcontracted by Service Provider without the prior written consent of PSI.

16. Amendment.

This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

17. Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

18. Governing Law.

This Agreement will in all respects be governed by and construed in accordance with the laws of the Somalia without regard to its conflicts of law's provisions.

19. Survival.

The following provisions shall survive the termination or expiration of this Agreement: Sections 9, 11-13, 15, 18, 19, and 23.

20. Entire Agreement.

This Agreement, including all Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other agreements and understandings between the Parties, whether oral, written or electronic.

IN WITNESS WHEREOF Population Services International and Service Provider have each caused this Agreement to be executed on their behalf, as of the Effective Date.

Supplier

Signature

Printed Name/Title

Date