# INVITATION TO TENDER FOR SUPPLY OF AGRICULTURE INPUTS FOR PRIMARY SCHOOLS IN KOME ISLAND, BUCHOSA DISTRICT

## GOOD NEIGHBORS TANZANIA, P.O. BOX 367, MWANZA

TENDER NUMBER: GNTZ/MAO/T/2024/006

**JANUARY**, 2025

#### **TENDER FOR**

## SUPPLY OF AGRICULTURE INPUTS FOR 13 GOVERNMENT PRIMARY SCHOOLS IN KOME ISLAND, BUCHOSA DISTRICT

#### A. BACKGROUND

Good Neighbors International is an international humanitarian development NGO, founded in South Korea in 1991 and currently operates in 40 countries around the world to promote and protect child rights, strengthen global partnerships, and advocate the rights of the most vulnerable in a respectful and effective way. Good Neighbors Tanzania (GNTZ) has been present in Tanzania since 2005 and has been complimenting the government efforts in the areas of Health, Nutrition and WASH, Education, Livelihood Enhancement, Sponsorship Service and Child Protection.

This tender is part of the (Phase II) project (2023-2025) titled "Promoting Optimal Growth and Development in School-Age Children Through Building a Healthy Environment" implemented on Kome Island, Buchosa District in Mwanza Region under the support of Korea International Cooperation Agency (KOICA). The project serves 13 nursery and primary schools with School Feeding Program to provide nutritious meals to almost 15,041 school children on Kome Island.

Through this tender, GNTZ seeks qualified suppliers to supply and distribute agricultural inputs to 13 primary school located on Kome Island;

#### This aims to:

- 1. Enhance agricultural productivity in schools to support school feeding programs.
- 2. Promote practical agricultural education among school-age children.
- 3. Improve the nutritional intake of students through the use of locally cultivated crops.

#### B. SCOPE OF WORK

The selected supplier(s) will:

#### 1. Supply Agricultural Inputs:

- Deliver the listed inputs, including fertilizers, seeds, pesticides, and other materials, in quantities specified in the Price Schedule in 13 primary schools located on Kome Island,
- o Ensure that all supplied items are certified by relevant authorities in Tanzania.

#### 2. Compliance with Standards:

- o Provide inputs that meet local and international agricultural standards, with proper labeling, handling instructions, and safety precautions.
- Ensure the goods are suitable for the agricultural conditions of Kome Island.
- Supply input tailored for maize and beans intercropping as well as vegetable farming activities.
- o Provide quality inputs that ensure high yield and minimal environmental impact.

#### **SECTION I – LETTER OF INVITATION**

### RE: TENDER FOR SUPPLY OF AGRICULTURAL INPUTS FOR PRIMARY SCHOOLS ON KOME ISLAND.

Good Neighbors Tanzania invites bids from qualified and experienced suppliers for the supply and delivery of agricultural inputs. These include fertilizers, seeds, pesticides, and other related materials for use in school-based farming projects at 13 primary schools on Kome Island.

SERVICE	S/N	ITEM	
	1.	Phosphate Fertilizers (DAP)	
Complex of A animal and	2.	Maize Seeds	
Supply of Agricultural	3	Common Bean Seeds	
Inputs for Maize and Bean Intercropping	4.	Nitrogenous Fertilizers (Urea)	
	5.	Pesticides	
	6.	Boosters	
Supply of Agricultural	1. Vegetable Seeds (Cabbage)		
Inputs for Vegetable	2.	Foliar Fertilizers	
Production	3.	Fungicides	

- Bidders may request a clarification of bidding document only up to Three (3) days before the Bid submission deadline at the office of GNTZ-MAO, Olympic building, located along at Ghana along Airport Road next to Rock city mall on plot No 493 block "KV" Kirumba valley, Ilemela District from 08:00AM to 04:00PM, Monday to Thursday or via email gntzmwanza@goodneighbors.or.tz.
- Tenders must be submitted online before 10:00 AM on 29th January 2025. The tenders will be opened on the same day, immediately following the submission deadline.
- Companies/Suppliers located in the Mwanza region are highly recommended and will be preferred.

#### **APPLY HERE**

Project Manager Good Neighbors Tanzania – Mwanza Area Office P.O BOX 367, Mwanza

To be received on or before 29th January 2025 at 10:00hrs

#### SECTION II -INSTRUCTIONS TO TENDERERS

#### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the invitation to Tender.
- 2.1.2 Good Neighbors Tanzania will select successful tenderers among the firms shortlisted to submit completed tender documents as specified in the Schedule of Requirements Section
- 2.1.3 Tenderers shall provide a declaration for anti-corrupt and fraudulent practices.

#### 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

#### 2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### 2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below, and the addenda issued in accordance with clause 2.8 of these instructions to Tenderers. The following under-listed documents MUST be submitted in the following order:
  - a) Company profile including the physical location of the business
  - b) Business License
  - c) Certificate Registration or Incorporation
  - d) TIN Certificates
  - e) Submission of Agro -Dealers License will be an added advantage...
  - f) Names and Contacts of at least five (5) currently Reference Clients
  - g) Bank Statement for last 6 month, stamped by Bank
  - h) Copy of EFD Receipt

N/B: - Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.

#### 2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### 2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

#### 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in the English language.

#### 2.8 Documents Comprising of Tender

The tender prepared by the tenderers shall comprise the following components

- 2.8.1.1 Tender Form and a Price Schedule completed in accordance with section 2.9, 2.10 and 2.11 below
- 2.8.1.2 Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- 2.8.1.3 Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents: and
  - a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

#### 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

#### 2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the Lots.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes and delivery to the 13 primary schools.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account.
- 2.10.4 A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- 2.10.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

#### 2.11 Tender Currencies

2.11.1 Prices shall be quoted in Tanzanian Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

#### 2.12 Format and Signing of Tender

- 2.12.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.12.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.12.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### 2.13 Sealing and Marking of Tenders

- 2.13.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.13 The inner and outer envelopes shall:
  - a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
  - b) Bear the tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," on 22nd January 2025 at, at 10.30 a.m.
  - c) The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
  - d) If the outer envelope is not sealed and marked as required by paragraph 2.13, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening

#### 2.14 Preliminary Examination

- 2.14.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.14.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amounting words will prevail. 2.15.3 Tender shall be valid for 120 calendar days after opening.

#### 2.15 Award of Contract

#### a) Post-qualification

- 2.15.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and having quality items responsive tender is qualified to perform the contract satisfactorily.
- 2.15.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.8 as well as such other information as the Procuring entity deems necessary and appropriate.

#### b) Award Criteria

2.15.3 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

#### c) Procuring entity's Right to Vary quantities

2.15.4 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

#### 2.16 Notification of Award

- 2.16.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.16.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

### **TENDER DATA SHEET Instructions to Tenderers Clause Reference**

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF THE APPENDIX TO INSTRUCTIONS TO TENDERS	
Eligible tenderer	<ul> <li>A Bidder may be a firm that is a private entity, a state-owned enterprise or an institution dully registered by the Registrar of Companies/Business.</li> <li>A Bidder shall not have a conflict of interest.</li> <li>Any Bidder found to have a conflict of interest shall be disqualified.</li> </ul>	
Clarification of	Tenderers who may need any clarification before the tender	
Documents	opening may do so by writing to the Project Manager or an email to <a href="mailto:gntzmwanza@goodneighbors.or.tz">gntzmwanza@goodneighbors.or.tz</a>	
Form of Tender	Where the total price is requested, indicate "as per the price schedule".	
Tender prices	The tenderer shall indicate on the appropriate Price Schedule the unit prices of the goods it proposes to supply under the contract. The total cost shall be determined through call-off quantities on an 'as and when required' basis.	
Tender security	Not required.	
Validity of tenders	The tender validity period shall be 120 days after the opening.	
Deadline and submission of tenders	Tenders must be submitted online before 10:00 AM on 29th January 2025.	
Award Criteria	Please refer to the qualifications/award criteria under Section II of this tender document.	
Compliance to Safeguarding Policy	All tenderers shall conform to GNTZ Safeguarding Policy as below,  Supplier shall comply with the Convention on the Rights of the Child which requires that a child shall be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.  Supplier shall take all appropriate measures to prevent sexual harassment and sexual exploitation and abuse of anyone by themselves or its employees, or related personnel controlled by the Supplier in execution of this work.  Sexual activity with any person under the age of 18 is prohibited.	

Exchange of money, employment, goods or goods for sex
is prohibited. Any of these practices shall be grounds for
elimination to participation on this tender.

#### SECTION III-GENERAL CONDITIONS OF CONTRACT

#### 3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated: -1. "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.1.2 "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- 3.1.3 "The Goods" means all of the agriculture items, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- 3.1.4 "The Procuring entity" means the organization purchasing the Goods under this Contract.
- 3.1.5 "The Tenderer' means the individual or firm supplying the Goods under this Contract.

#### 3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of Agriculture inputs.

#### 3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

#### 3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

#### 3.5 Inspection and Tests

- 3.5.1 The Procuring entity or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.5.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at the point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.5.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject goods, and the tenderer shall either replace the rejected equipment

or make alterations necessary to make specification requirements free of costs to the Procuring entity. The replacement will be executed as soon as possibe, at least within seven (7) calendar days from the notification of non- conformity.

3.5.4 The Procuring entity's right to inspect, test, and where necessary, reject the goods after the goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the equipment delivery.

#### 3.6 Packing

- 3.6.1 The tenderer shall provide such packing that must be dully labeled and numbered of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the LPO.
- 3.6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the LPO.

#### 3.7 Delivery and Documents

3.7.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

#### 3.8 Insurance

3.8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of the contract.

#### 3.9 Payment

- 3.9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.9.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

#### 3.10 Prices

- 3.10.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.10.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

#### 3.11 Termination for default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part.
- 3.11.2 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- 3.11.3 If the tenderer fails to perform any other obligation(s) under the Contract.

3.11.4 If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

#### 3.12 Liquidated Damages

3.12.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the LPO, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this, the tenderer may consider termination of the contract.

#### 3.13 Resolution of Disputes

- 3.13.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national arbitration.

#### 3.14 Language and Law

3.14.1 The language of the contract and the law governing the contract shall be English language and the Laws of Tanzania respectively unless otherwise stated.

#### 3.15 Force Majeure

3.15.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### SECTION IV-SPECIAL CONDITIONS OF CONTRACT

- **4.1** Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- **4.2** Special conditions of contract as related to the GCC

REFERENCE	PARTICULARS OF APPENDIX
4.2.1 Inspection and test	The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at the point of delivery, and/or at the goods' destination.
4.2.2 Delivery	Delivery to 13 primary schools shall be specified in the LPO by the Procuring Entity engaging the supplier. The contract shall run for a period of one year with a possibility of contract renewal for a further one year depending on the performance of the awarded bidder(s). Delivery is to be completed within one week after contract signing.
4.2.3 Payment	Upon inspection and acceptance of goods, payment shall be made to the tenderer within 21 calendar days, after submission of the invoice and Delivery Note and Receipt (If generated with Invoice)
4.2.4 Prices	Prices quoted shall remain valid for a period of one year (12 months) after the signing of the contract.
4.2.5 Dispute Resolution	Disputes will be settled as per the Laws of Tanzania.

#### SECTION V. TENDER EVALUATION CRITERIA

Evaluation will be done in two stages: -

- 1. Capability Criteria Evaluation
- 2. Financial Criteria Evaluation

#### **CAPABILITY CRITERIA (50%)**

The maximum score for capability criteria is 50% - broken down as below. Only bids with a capability score of 30 or more will be considered for financial evaluation.

#### I. Previous experience capability in supply of Agriculture Input - 50%

- (a) 50 Points for three or more supply contracts with Government, NGOs, CSOs or UN for supply of agriculture input. Copies of signed contracts with official signature and stamp to be submitted
- (b) 40 points for two supply contracts with Government, NGOs, CSOs or UN for supply of agriculture input. Copies of signed contracts with official signature and stamp to be submitted.
- (c) 30 points for points for one supply contract with Government, NGOs, CSOs or UN for supply of agriculture input. Copies of signed contracts with official signature and stamp to be submitted
- (d) 0 Points for zero agriculture input supply contract contracts with Government, NGOs, CSOs, or UN for supply of agriculture input.

#### FINANCIAL CRITERIA (50%)

- The formula for determining the financial score (Sf) shall, be as follows: Fs = 100 \* FM/F \*0.50 where Fs is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. All Capability and Financial Criteria will be weighted accordingly to reflect their importance.
- NB: Prices that do not reflect the prevailing market price shall be rejected.

#### **SECTION VI-PRICES SCHEDULE FOR GOODS**

Name of tenderer fender Number	Name of tenderer	Tender Number
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S/N	Type of Item/Material	Specification of Item/Material	Unit	UNIT PRICE- VAT & TRANSPORT INCLUSIVE (TSH)
1	Phosphate fertilizers	(DAP)	50kg/bag	
2	Maize seeds of 1kg		Kg	
3	Common bean seeds		Kg	
4	Nitrogenous fertilizers	(Urea)	50kg/bag	
5	Pesticides	Acre pack	Acre pack	
6	Boosters		Litre	
7	Seeds*100gm pack	Cabbage	100gm pack	
8	Foliar fertilizers	(Supergro)	0.251/ pack	
9	Pesticides		Acre pack	
10	Fungicides		Kg	

Provide a unit price <u>inclusive of transport costs</u> to the respective schools as indicated below. The specific quantities to be delivered to each school will be provided in the Local Purchase Order (LPO) issued after contract signing

Signature of tenderer	
Designation	
Date and Stamp	

#### **School Information**

S/N	Name of Primary School	District	Location
1	Nyakasasa		
2	Nfunzi		
3	Bugoro		
4	Kabaganga		
5	Isenyi	Iriba Buchosa District	
6	Iriba		
7	Lugata		Kome Island
8	Buhama Muungano		
9			
10			
11	Nyakabanga		
12	Nyamkorechiwa		
13	Nyamiswi		

#### **SECTION VII - STANDARD FORMS**

Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

#### 7.1 FORM OF TENDER

Date
Tender No. To:
[name and address of procuring entity]
Gentlemen and/or Ladies:
1. Having examined the tender documents, we, the undersigned, offer to supply and delivery of agriculture inputs in conformity with the same tender documents for the sum of Tsh(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 supply and deliver agriculture inputs in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abid by this Tender for a period 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
[signature] [in the capacity of]
Duly authorized to sign tender for an on behalf of