



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE AND PLANNING
PUBLIC PROCUREMENT REGULATORY AUTHORITY



Standard Tendering Documents

for

Procurement of Small Works

National Competitive Tendering

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Preface

Procurement for Works under public financed projects is carried out in accordance with procedures laid down in the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

This Standard Tendering Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of Attorney General (OAG) and other professional bodies for use by Procuring Entities (PEs) in the procurement of Small Works through National Competitive Tendering (NCT) procedures.

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in public projects that are financed in whole or in part by Government funds in accordance with the provisions of the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

To obtain further information on procurement under public financed projects kindly, contact:

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List of Abbreviations

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IFT	Invitation for Tenders
ITT	Instruction To Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
OAG	Office of Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
STD	Standard Tender Document
TDS	Tender Data Sheet
TANePS	Tanzania National e-Procurement System

Guidance Notes on the Use of this Standard Tender Document

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist Procuring Entities (PEs) and Tenderers to understand the content and the provisions of the Standard Tender Document for Procurement of Small Works under National Competitive Tendering method and other procedures as appropriate. . The PE should also refer to the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013..

This STD applies when a prequalification process has or has not taken place provided alternative documents should be selected as applicable. This STD can be used with competitive procurement methods in which the PEs budget is not disclosed to Tenderers as well as in situations when PEs budget is disclosed to Tenderers under national, international and restricted competitive tendering on fixed budget procurement method.

The revised STD for Small Works differs with the structure of the old document by the fact that, the new one has a dedicated section (Section IV) for the Qualification and Evaluation criteria (it is no longer included in the Tender Data Sheet. Also, the forms have been separated into Tendering Forms (Section V) and Contract Forms (Section X) to avoid confusion as to whom (the PE or the Tenderer/Contractor) should complete which forms. In addition the document has taken on board Environmental and Social (ES) provisions enhanced including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) aspects in construction projects.

The STD is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Tanzania. The STD is divided into three parts and has ten (10) sections, of which Section II- Instruction to Tenders and Section VIII- General Conditions of Contract - must not be altered or modified under any circumstances.

The way in which a PE addresses its specific needs is through the information provided under Section III – Tender Data Sheet and Section IX-Special Conditions of Contract as well as in the detailed requirements of the procurement in Section VII- Works Requirements.

When properly completed, this STD will provide all the information that a Tenderer needs in order to prepare and submit a tender. This should provide a sound basis on which a PE can fairly, transparently and accurately carry out an evaluation process on the Tenders submitted by the Tenderers.

Parts and Sections of the STD and how a PE should use them when preparing a particular tender document for Procurement of Small Works are described hereunder

PART 1 – TENDERING PROCEDURES

Section I. Invitation for Tender

This section provides relevant information that enables potential Tenderers to decide whether or not to participate in the tendering process. The Invitation for Tenders (IFT) shall include specific details such as the name of the PE, scope of service to be provided and deadline for tender submission. Likewise, information on how the tendering documents are to be obtained by prospective tenderers and the minimum level of experience required by tenderers to be eligible should be furnished in the IFT. The final document should contain neither blank spaces nor options. The

Invitation for Tenders will cease to have effect once a prospective Tenderer has accessed the tendering document.

Section II. Instructions to Tenderers (ITT)

This section provides information to help tenderers to prepare responsive tenders. It provides information on constituent of the tender document, preparation and submission of tenders, opening and evaluation of tenders, the award of contract and on submitting complaints regarding the tender process. **The Section contains provisions that are to be used without modification.** The Instructions to Tenderers will not be part of the Contract and will cease to have effect once the Contract is signed.

Section III. Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers. Amendments, if any, to the **ITT** should be made through the TDS. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the TDS should be filled out by the PE prior to issuance of the tendering documents **No entry should be made in the TDS if it is not cross referenced in the ITT.**

Section IV (a). Qualification and Evaluation Criteria *(Following Pre-Qualification)*

This Section specifies the criteria to determine the lowest evaluated Tender and to ascertain the continued qualification of the Tenderer to perform the contract.

Section IV (b). Qualification and Evaluation Criteria *(alternative Section IV to be used when Prequalification has not taken place before tendering)*

This Section includes the criteria to determine the lowest evaluated Tender and the qualifications of the Tenderer to perform the contract.

Section V: Tendering Forms

This Section includes the forms which are to be completed by the Tenderer and submitted as part of his Tender. This section also contains the undertaking to be made by each Tenderer on anti-bribery policy/code of conduct and compliance program.

Section VI. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – PROCURING ENTITY’S REQUIREMENTS

Section VII. Works Requirements

This Section contains the Specification, the Drawings, the Bills of Quantities and supplementary information that describe the Works to be procured. The Works Requirements may also include the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) which are to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This section contains the general clauses to be applied to all contracts. The General Conditions of Contract (GCC) form a complete document expressing all the rights and obligations of the parties during the execution of the contract. **The text of the clauses in this Section shall not be modified.**

Section IX. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the GCC. All italicized spaces in the SCC should be filled out by the PE prior to issuance of the tendering documents. **No entry should be made in the SCC if it is not cross referenced in the GCC.**

Section X: Contract Forms

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by successful Tenderer before signing of the contract and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract .

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS

[Insert Name of Procuring Entity (PE)]

[Insert logo]

Tender No.
for

[Insert title or brief description of the works]

Invitation for Tenders

Date:

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the Tanzania National-Procurement System (TANePS) dated **[insert dates of publication of GPN]**.
2. The Government of Tanzania has set aside funds for the operation of the **[insert the name PE]** during the financial year **[insert the financial year]**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **[insert the name of the contract]**

or

The **[insert name of PE]** has received/has applied for/intends to apply for a **[loan/credit /grant]** from the **[name of financing institution]** towards the cost of **[insert name of project]**, and it intends to apply part of the proceeds of this **[loan/credit/grant]** to cover eligible payments under the contract for **[insert name. of the contract]**.

3. The **[Insert the name of the PE]** now invites tenders from contractors registered or capable of being registered in **[Insert Classes of the contractor]** for construction of **[insert brief description of the works to be procured]**

Or if prequalification has been conducted use the version below.

The **[insert name of the PE]** now invites tenders from prequalified eligible Tenderers for construction of **[insert brief description of the works to be procured]**

4. Tendering will be conducted through the **[insert method of procurement]** procedures specified in the Public Procurement Regulations. Interested eligible Tenderers may obtain further information and inspect the Tendering Documents provided on TANePS
5. A complete set of Tendering Document(s) in **[insert language of the tender document]** may be obtained or downloaded through TANePS.
6. Tenderers are required to register on the TANePS and pay tender participation fees indicated in the TANePS to able to participate in this tendering process

7. All Tenders must be accompanied by a Tender security [*if Tender security is required*] in an acceptable form in the amount of [*insert the amount in local currency*] or freely convertible currencies.

or

All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.

8. All Tenders must be submitted through TANEPS at or before [*insert time and date*]. Tenders will be opened promptly thereafter on TANEPS dashboard and tenderers may participate in the opening by logging into the TANEPS.
9. Tenders not received or opened through TANEPS shall not be accepted for evaluation irrespective of the circumstances.

[Insert the title of the Accounting Officer and address of the PE]

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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A. INTRODUCTION

1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites Tenders for the construction of works as specified in the TDS and Section VII, Specification. The successful Tenderer will be expected to complete the works by the required completion date specified in the TDS .
	1.2	Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in ITT 3 [Eligible Tenderers].
	1.3	Unless otherwise stated, throughout this Tendering document definitions and interpretations shall be as prescribed in General Conditions of Contract.
2. Source of Funds	2.1	<p>The Government of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the TDS.</p> <p style="text-align: center;">or</p> <p>The Government of Tanzania through the PE named in the TDS has applied for/received/ intends to apply for a [loan/credit/grant] from the financing institution named in the TDS towards the cost of the Project named in the TDS. The Government of Tanzania intends to apply a part of the proceeds of this [loan/credit/grant] to payments under the Contract described in the TDS.</p>
	2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligible Tenderers	3.1	The Invitation for Tenders (IFT) is open to all Tenderers except where it is specified in the TDS . A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania, subject to ITT 3.9 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (herein referred as a JVCA)
	3.2	In the case of a JVCA , all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the TDS , there is no limit on the number of members in a JVCA .

	3.3	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
	3.5	Any Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated tender the successful tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved contractor in Tanzania before signing the contract...
	3.7	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:</p> <ul style="list-style-type: none"> a) is associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders; or b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tender; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one Tender in this tendering process, or as Tenderers and subcontractors simultaneously. However, this does not limit the participation of subcontractors in more than one Tender; or g) Participated as a consultant in the preparation of the design or technical specifications of the works and

		related services that are the subject of the Tender.
	3.8	<p>A Tenderer may be ineligible if: –</p> <ul style="list-style-type: none"> (a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct; (e) the Tenderer is debarred and blacklisted in accordance with the Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or (f) .the Tenderer is from an ineligible country as specified under Section VI [Ineligible Countries] of this tendering document
	3.9	Public or Semi-public owned enterprises in the Government of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.
	3.12	Tenderers shall, if so indicated in the TDS , submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to

		more than ten (10) percent of the tender price is envisaged.
4. One Tender per Tenderer	4.1	A Tenderer shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a JVCA .
	4.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a JVCA in the same tendering process.
	4.3	A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one Tender but only in that capacity.
	4.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings..
6. Site Visit and Pre-Tender Meeting	6.1	The Tenderer, at own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
	6.2	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection
	6.3	The PE may conduct a site visit and a pre-tender meeting. The purpose of the pre-tender meeting will be to provide specific project information, to explain any unusual aspects of the project and to address any question on any matter that may be raised at that stage.
	6.4	The Tenderer's designated representative is invited to attend a site visit and pre-tender meeting which, if convened, will take place at the venue and time stipulated in the TDS . Non- attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a tenderer.
	6.5	The Tenderer may submit any questions if any through TANEPS to reach the PE before the pre-tender meeting. PE may respond to questions during the meeting,

		however, all questions raised and their responses will be transmitted in accordance with ITT 6.6 .
	6.6	<p>Minutes of the pre-tender meeting, if applicable, including questions raised by the Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all participating Tenderers through TANEPS.</p> <p>Any modification of the tendering document listed in ITT 7.1 [Content of tendering document] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 [Amendments of the tendering document] and not through the minutes of the pre-tender meeting.</p>

B. TENDERING DOCUMENTS

7. Content of Tendering Documents	7.1	<p>The works required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to Section I [Invitation for Tenders]- Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendments of the Tendering Documents] include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p>Section II Instructions to Tenderers (ITT)</p> <p>Section III Tender Data Sheet (TDS)</p> <p>Section IV Qualification and Evaluation Criteria</p> <p>Section V Tendering Forms</p> <p>Section VI Eligible Countries</p> <p>PART 2: PROCURING ENTITY'S REQUIREMENTS</p> <p>Section VII Works Requirements</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section VIII General Conditions of Contract (GCC)</p> <p>Section IX Special Conditions of Contract (SCC)</p> <p>Section X Contract Forms</p>
	7.2	The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, the said tendering Documents will take precedence.
	7.3	The PE shall not be responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from TANEPS.
	7.4	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

8. Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through TANEPS not later than seven (7) days prior to the deadline for submission of Tenders prescribed in ITT 22.1[Deadline for Submission of Tenders] for open competitive methods and in the case of other tendering methods, three (3) days prior to the deadline.
	8.2	The PE will within three (3) working days after receiving the request for clarification respond and publish through TANEPS provided that such request is received within the time prescribed in ITT 8.1 .
	8.3	PE's response shall include a description of the inquiry, but without identifying its source.
	8.4	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendments of the Tendering Documents].
9. Amendments of the Tendering Documents	9.1	Before the deadline for submission of tenders, the PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tendering Document pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through TANEPS to the participating Tenderers.
	9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE at its discretion may extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 22.2 [Deadline for Submission of Tenders].

C. PREPARATION OF TENDERS

10. Language of Tender	10.1	The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the language stipulated in the TDS . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of the tender, in which case, for purposes of interpretation of the Tender, the translation shall prevail.
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11. Documents Constituting the Tender	11.1	<p>The Tender submitted by the Tenderer shall comprise the following:</p> <ul style="list-style-type: none"> a) the Form of Tender (in the format indicated in Section V) in accordance with ITT14 [Form of Tender], ITT15 [Tender Price] and ITT16 [Tender Currencies]; b) Tendering Forms; c) Tender Security or Securing Declaration in accordance with Instructions to Tenderers ITT18 [Tender Security or Tender Securing Declaration]; d) Priced Bill of Quantities; e) Alternative offers where invited in accordance with Instructions to Tenderers ITT19 [Alternative Tenders by Tenderers]; f) Dully Notarized power of attorney authorizing signatory of the Tender to commit the Tenderer in accordance with ITT 20.2 [Format and Signing of Tender]; g) A Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section V [Tendering Forms] in sufficient detail to demonstrate the adequacy of the Tenderer proposal to meet the work requirements and the completion time, and h) Any information other than the documents under ITT 11.1(a) – (g) above required to be completed and submitted by Tenderers, as specified in the TDS.
12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	The Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission. The update or confirmation should be provided in Section V [Tendering Forms]
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the Section IV [Qualification and Evaluation Criteria]

	12.4	<p>Tenders submitted by a JVCA shall comply with the following requirements, unless otherwise stated in the TDS:</p> <ul style="list-style-type: none"> a) the tender shall include all the information listed in the TDS pursuant to ITT12.3 above for each JVCA partner; b) the tender shall be signed so as to be legally binding on all partners; c) one of the partners of the JVCA will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners of the JVCA; d) the partner in charge of the JVCA shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a JVCA and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge of the JVCA; e) all partners of the JVCA shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the tender and in the Agreement (in case of a successful tender); and f) a copy of the JVCA agreement entered into by all partners shall be submitted with the tender. Alternatively, a Letter of Intent to execute a JVCA agreement shall be signed by all partners and submitted with the tender, together with a copy of the proposed Agreement; and g) the Tender Securing Declaration as stated in accordance with ITT18 [Tender Securing Declaration], and in case of a successful tender, the Agreement, shall be signed so as to be legally binding on all partners of the JVCA.
	12.5	<p>To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in Section IV [Qualification and Evaluation Criteria]</p>
<p>13. Slice and Package – Multiple Contracts</p>	13.1	<p>When tendering for more than one lot or slice under the package arrangements, the Tenderer must provide evidence that he meets or exceeds the sum of all the individual requirements for the slices or lots being tendered as provided in Section IV [Qualification and Evaluation Criteria]</p>
	13.2	<p>In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices/multiple contracts for which the Tenderer meets the criteria as provided in Section IV [Qualification and Evaluation Criteria]</p>

14. Form of Tender	14.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
15. Tender Prices	15.1	The Contract price shall be for the whole Works, as described in ITT 1.1 [Scope of Tender], based on the priced Bill of Quantities submitted by the Tenderer.
	15.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. However, failure to quote for a major item in the tender will form a justifiable ground for rejection of tender. On the other hand, if the Tenderer introduces new Bill of Quantities items not specified in the Tendering documents the new items, corresponding quantities and prices shall not be accepted and the tender may be disqualified as being substantially non responsive.
	15.3	All duties, taxes and other levies payable by the Contractor under the Contract as provided in the TDS , or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total tender price submitted by the Tenderer.
	15.4	The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14[Form of Tender]
	15.5	The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the TDS and the provisions of the Conditions of Contract. The Tenderer shall submit with the tender all the information required under the SCC . The Tenderer shall be required to justify its proposed weighting
	15.6	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget indicated in the TDS. Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
16. Tender Currencies and Payment	16.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or in Foreign currencies or both as indicated in TDS .
	16.2	If allowed to give unit rates and prices in foreign currency, the rates of exchange to be used by the Tenderer in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the by the Bank of Tanzania (BoT)) prevailing on the date 28 days prior to the latest deadline for submission

		of Tenders.
	16.3	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the SCC are reasonable and responsive to ITT 16.1.
17. Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the tender submission deadline prescribed by the PE, pursuant to ITT22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as non-responsive.
	17.2	In exceptional circumstances, prior to the expiry of the original tender validity period, the PE may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made through TAnEPS. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
	17.3	A Tenderer agreeing to the request for extension of Tender Validity Period will not be required or permitted to otherwise modify the tender but will be required to extend the validity of its Tender Security in compliance with ITT18 [Tender Security] in all respects. In the case of Tender Securing Declaration it will automatically be extended for the period of the extension.
	17.4	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial tender validity period, the tender price may be adjusted by a factor specified in the request for extension.
18. Tender Security or Tender Securing Declaration	18.1	Pursuant to ITT11 [Documents Constituting the Tender], unless otherwise specified in the TDS , the Tenderer shall furnish as part of its tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section V [Tendering Forms]. The Original Tender Security shall be submitted separately to the PE before the deadline for submission of tenders ITT22 [Deadline for Submission of Tenders] in the manner and address specified in the TDS .
	18.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT18.9 .
	18.3	The Tender security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the

		<p>Government of Tanzania or abroad valid for twenty eight (28) days beyond the end of the validity of the tender. This shall also apply if the period for tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a cashier's or certified cheque.</p> <p>c) another security if indicated in the TDS</p>
	18.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender security or Tender Securing Declaration included in Section V [Tendering Forms] or another form approved by the PE prior to the tender submission.
	18.5	The tender security or Tender- Securing Declaration of a JVCA must be in the name of the JVCA that submits the tender. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 [Eligible Tenderers] and ITT11.2 [Documents Constituting the Tender]
	18.6	Any tender not accompanied by a Tender security or Tender Securing Declaration in accordance with ITT18.1 or 18.3 shall be rejected by the PE as non-responsive, pursuant to ITT28 [Preliminary Examination of Tenders].
	18.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT17 [Tender Validity Period]. The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the tender documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the tender documents stipulate that no such withdrawal is permitted.</p>
	18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to ITT40 [Performance Security] and signing the contract pursuant to ITT41 [Signing of Contract].
	18.9	<p>In the case of Tender Security, it may be forfeited:</p> <p>a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT17.2</p>

		<p>[Tender Validity Period]; or does not accept the correction of errors pursuant to ITT29.3 [Correction of Errors]; or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with ITT40 [Performance Security] or fails to sign the contract in accordance with ITT41 [Signing of Contract].</p>
	18.10	<p>In the case of the Tender Securing Declaration, it may be executed:</p> <p>a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT17.2 [Tender Validity Period];</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with ITT40 [Performance Security] or fails to sign the contract in accordance with ITT41 [Signing of Contract].</p>
	18.11	<p>The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in all tenders floated by public bodies during the period of debarment.</p>
19. Alternative Tenders by Tenderers	19.1	<p>Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's technical design as indicated in the employer's requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, ITT 19.2 and 19.3 shall govern.</p>
	19.2	<p>When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS as well as the method of evaluating different times for completion.</p>
	19.3	<p>If so allowed in the TDS, Tenderers wishing to offer technical alternatives to the requirements of the Tendering Documents must also submit a Tender that complies with the requirements of the Tendering Documents, including the basic technical design as indicated in the employer's requirements. In addition to submitting the basic tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.</p>
20. Format and Signing of Tender	20.1	<p>The Tenderer shall prepare documents comprising the tender as described in ITT 11</p>
	20.2	<p>The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the</p>

		authorization documents shall be submitted together with the tender indicating position of each signatories in accordance to the requirements of the TANEPS, as specified in the TDS .
	20.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the Tenderer is awarded the contract

D: SUBMISSION OF TENDERS

21. Tender Submission	21.1	Tenders submitted TANEPS shall be considered to be true and legal version, duly authorized and duly executed by the tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through TANEPS.
	21.2	The tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through TANEPS shall be received in full prior to the closing time, and the Tenderers shall receive an acknowledgement of receipt of tender or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through TANEPS in a manner specified under ITT 21.2 [Submission of Tenders] no later than the date and time specified in the TANEPS.
	22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9 [Amendments of the Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	22.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the TDS before the expiry of the original deadline.
23. Late Tenders	23.1	TANEPS shall block a Tenderer from submitting tender documents after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders]

24. Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through TANEPS, provided that such modification or substitution or withdraw is made prior to the deadline for submission of Tenders prescribed under ITT 22.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgement of receipt of tender of any amendment of its submitted tender through the system.
	24.2	No tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form.
	24.3	Withdrawal of a tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT 17.2 shall result in execution of Tender Securing declaration pursuant to ITT 18.6.
	24.4	Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

E: OPENING AND EVALUATION OF TENDERS

25. Opening and evaluation of Tenders	25.1	The opening shall be done by Tender Opening Committee. The tender opening records shall be made available in the appropriate section of the TANEPS.
	25.2	No tender shall be rejected at tender opening.
	25.3	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of TANEPS.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award to the successful Tenderer has been posted in the TANEPS.
	26.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of his Tender.
27. Clarification of Tenders	27.1	In order to assist in the examination, evaluation, and comparison of Tenders, and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	27.2	The request for clarification by the PE shall be communicated through TANEPS and the Tenderer shall respond through TANEPS or through means specified in

		<p>the TDS.</p> <p>No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT 29 [Correction of Errors].</p>
28. Preliminary Evaluation of Tenders	28.1	<p>Prior to the detailed evaluation of tenders, the PE will determine whether each Tender;</p> <p>(a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderers];</p> <p>(b) has been properly signed;</p> <p>(c) is accompanied by the required securities; and</p> <p>(d) is substantially responsive to the requirements of the Tendering Documents.</p> <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
	28.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation, omission or reservation. A material deviation, omission or reservation is one that:-</p> <p>a) affects in any substantial way the scope, quality, or execution of the works;</p> <p>b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.</p> <p>For the purpose of this section, the following definitions apply</p> <p>“Deviation” is a departure from the requirements specified in the Tendering Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document.</p>
	28.3	<p>The PE will confirm that the documents and information specified under ITT11 [Documents Constituting the Tender] and ITT12 [Documents establishing eligibility and Qualification of the Tenderer] have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.</p>

	28.4	The PE may waive any minor informality, non-conformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
	28.5	Provided that a Tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender
	28.6	Provided that a Tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section IV, Qualification and Evaluation Criteria.
	28.7	If a Tender is not substantially responsive, it will be rejected by the PE, and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	28.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the Tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a Tender Securing Declaration as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or

		<p>manner than that permitted; and</p> <p>k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.</p>
	28.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <p>a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable;</p> <p>b) failure to quote for a major item in the works;</p> <p>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; or</p> <p>d) Presentation of absolutely unrealistic and inadequate technical proposal, implementation plans and schedules regarding performance, technical or service factors.</p>
29. Correction of Errors	29.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <p>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	29.2	<p>The amount stated in the Tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the</p>

		Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security shall be forfeited in accordance with ITT 18.9 [Tender Security or Tender Securing Declaration]
	29.3	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, determination as to whether the tender is within the budget shall be made during arithmetic correction. Any tenders, whose corrected tender price exceeds the available budget shall be rejected,
30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either: <ul style="list-style-type: none"> a) In Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> b) A currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the Government of Tanzania for the amount payable in Tanzania Shillings.
	30.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation and comparison, along with the source and date of the exchange rate, are specified in the TDS .
31. Detailed Evaluation and Comparison of Tenders	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders].
	31.2	In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:- <ul style="list-style-type: none"> a) making any correction for errors pursuant to ITT 29 [Correction of Errors]; b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively; c) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tender by Tenderers]; d) making an allowance for varying times of completion offered by Tenderers, if permitted in the TDS and in the manner prescribed therein; e) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 24.5 [Modifications,

		<p>Substitution and Withdrawal of Tenders];</p> <p>f) applying any discounts offered by the Tenderer for the award of more than one Contract or multiple contracts, if tendering for this Contract is being done concurrently with other contracts in accordance with ITT 35.2 [Award Criteria]; and</p> <p>g) the additional evaluation factors are specified in Section IV (Qualification and Evaluation Criteria);</p>
	31.3	The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation.
	31.4	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
	31.5	If this Tendering Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Form of Tender, is specified in Section IV. [Qualification and Evaluation Criteria].
	31.6	<p>If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or, front loaded in the opinion of the PE, the PE may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.</p> <p>After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the PE may:</p> <p>a) Accept the Tender; or</p> <p>b) require that the amount of the performance security set forth in ITT 41 be increased at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or Reject the Tender</p>
32. National Preferences	32.1	As indicated in the TDS, works utilizing this Standard Tendering Document shall provide Local Contractors with margin of preference in tender evaluation.
	32.2	Local contractors shall, in order to be considered for margin of preference, be registered in accordance with Regulation 32 and Seventeenth Schedule of GN 446 of 2013 as amended in 2016.
	32.3	The PE shall, in applying margin of preference, shall be guided by Regulation 32 and Seventeenth Schedule of GN 446 of 2013 as amended in 2016 to determine

		whether or not tenderers are qualified for margin preference.
	32.4	A JVCA between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Ninth Schedule of GN 446 of 2013.
	32.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT19 [Alternative Tenders], and shall be subject to the margin of preference in accordance Section IV- Qualification and Evaluation Criteria.
33. Determination of the Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34. Post-qualification of Tenderer	34.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the TDS .
	34.2	<p>Where the tender price of the lowest evaluated Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the Tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender, the PE shall: request the Tenderer for an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low. (c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned; (d) the PE shall not incur liability solely by rejecting abnormally low tender. <p>“Abnormally low tender” means, in the light of the PE’s estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin</p>

		for normal levels of profit.
	34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Section IV – Qualification and Evaluation Criteria.
	34.4	The determination will take into account the Tenderer's 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 –ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer], as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
	34.5	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	34.6	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

F. AWARD OF CONTRACT

35. Criteria of Award	35.1	Subject to ITT34 [Post-qualification of Tenderer] and ITT36 [Negotiations] the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be- <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers] and b) is determined to be qualified to perform the Contract satisfactorily c) successful negotiations have been concluded.
	35.2	If, pursuant to ITT13.1 [Slice and Package], this Contract is being let on a slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
36. Negotiations	36.1	Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:

		<ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) mobilization arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the PE; (g) the methodology or staffing; or (h) clarifying details that were not apparent or could not be finalized at the time of tendering; or (i) Reduction of Tender Price to match the available PEs Estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance ITT34.2 [Post-qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method..
	36.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
37. PE's Right to Accept any Tender and to Reject any or all Tenders	37.1	Notwithstanding ITT 35 [Criteria for Award], The PE reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Tenderer(s)
	37.2	Notice of the rejection of all Tenders shall be given promptly to all Tenderers that have submitted tenders through TANEPS.
	37.3	The PE shall upon request any Tenderer communicate the grounds for rejection of its Tender(s) but is not obliged to justify those grounds.
38. PE Right to Vary Quantities at the Time of Award	38.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of works or related services originally specified in these Tendering Documents (Bill of Quantities) provided this does not exceed by the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender.

39. Notification of Award	39.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], through TANePS to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any..
	39.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through TANePS, of the award by the PE prior to expiration of the Tender validity period.
	39.3	The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 40 [Performance Security or Performance Securing Declaration] and signing the Contract in accordance with ITT41.2 [Signing of Contract].
	39.4	Upon the successful Tenderer's furnishing of the performance security or Performance Securing Declaration pursuant to ITT40 [Performance Security or Performance Securing Declaration], the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender securing declaration of the unsuccessful Tenderers pursuant to ITT18.7 [Tender Securing Declaration].
40. Performance Security or Performance Securing Declaration	40.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security or Performance Securing Declaration, and if required in the TDS , the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract in the amount stipulated in the TDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	40.2	If the Performance Security, and if required in the TDS , the Environmental and Social (ES) Performance Security, is to be provided by the successful Tenderer, it shall be in the form specified in the TDS which shall be in any of the following <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;

		<p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a bonded by a local bank”; or</p> <p>(d) Surety bond issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	40.3	In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed Declaration in the format provided in Section X [Contract Forms- Performance Securing Declaration]
	40.4	Failure of the successful Tenderer to comply with the requirements of ITT 40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedies the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new tenders.
41. Signing of Contract	41.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Within fourteen (14) working days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract
	41.3	Upon parties signing the Agreement, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 18.7 [Tender Security or Tender Securing Declaration].
42. Advance Payment	42.1	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS .
	42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section XI [Contract Forms].
	42.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE’s “Notice to Commence” as specified in the SCC.
43. Adjudicator	43.1	The PE proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS , plus reimbursable

		expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
	43.2	The proposed Adjudicator under ITT43.1 shall be obtained from an approved List of Adjudicators kept by an Institution named in the TDS
44. Fraudulent, Corrupt, Coercive or Obstructive Practices	44.1	<p>The Government of Tanzania requires that PEs (including beneficiaries of Government funded projects and procurement) as well as Tenderers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply.</p> <p>a) for the purpose of this provision, the terms set forth below are defined as follows:-</p> <ul style="list-style-type: none"> i. “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii. “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; iii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; iv. “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the this Act; <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, fraudulent or obstructive practices in competing for the</p>

		<p>contract;</p> <p>c) In pursuit of this policy the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, fraudulent obstructive or fraudulent practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds during the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of Tanzania to remedy the situation;</p> <p>d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, coercive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract.</p>
	44.2	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	44.3	The Government of Tanzania will have the right to require that, in contract financed by the Government of Tanzania a provision be included requiring Tenderers to permit the Government of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of Tanzania.

G. REVIEW OF PROCUREMENT DECISIONS

45. Right to Review	45.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder .
46. Time Limit on Review	46.1	The Tenderer shall submit an application for review to the Accounting Officer within seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
47. Submission of Applications for Review	47.1	Any application for administrative review shall be submitted through TANEPS to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS .
	47.2	For PEs with delegated procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through

		TANePS to the delegated Accounting Officer with a copy served to the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	47.3	The application for administrative review shall include: <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and f) any other information relevant to the complaint.
	47.4	Upon receipt of a complaint, the Accounting Officer of a PE shall suspend the procurement proceedings.
	47.5	The Accounting Officer of a PE shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
48. Decision by the Accounting Officer of PE	48.1	The Accounting Officer of a PE shall, within seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	48.2	Where the Accounting Officer of a PE does not issue a decision within the time specified in ITT48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT49.1 [Review by the Public Procurement Appeals Authority (PPAA)] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease.
49. Review by the Public Procurement Appeals Authority (PPAA)	49.1	Complaints or disputes which, <ul style="list-style-type: none"> (a) are not settled within the specified period under ITT48.1 [Decision by the Accounting Officer]; (b) the tenderer is not satisfied with the decision of the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to ITT41 [Signing of Contract], shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT48.1 or when the Tenderer become aware or ought to have become

		<p>aware of the circumstances giving rise to the complaint or dispute pursuant to ITT46.1 [Time Limit on Review].</p> <p>The Appeals Authority shall, within forty five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.</p> <p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p>
	49.2	PPAA may be contacted at the address shown in the TDS .

SECTION III: TENDER DATA SHEET (TDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT. ***The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers.***

TDS. No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
A. Introduction			
1.	Name of the PE	1.1 & 1.2	The PE is: <i>[insert the name of the PE]</i>
2.	Name of the project	1.2 & 2.1	Name of Project is: <i>[insert name and summary description of the works]</i>
3.	Expected date of completion	1.2	The expected completion date of the works is: <i>[insert the expected completion date for the works]</i> .
4.	Financial year	2.1	Financial Year <i>[insert FY]</i>
5.	Financing Institution	2.1	Name of financing institution is: <i>[insert name if any]</i>
6.	The loan /credit number	2.1	The loan/ credit number is: <i>[insert number if available]</i> and name of the financing Institution <i>[insert name of the financing institution]</i>
7.	Members of JVCA	3.1	Maximum number of members in the JVCA shall be: <i>[insert the number]</i> OR state that there is no limit. <i>Normally there is no need to limit the number unless for very special reasons.</i>
8.	Eligibility of Tenderers	3.5	Only Tenderers registered as local contractors <i>[insert whether Civil Engineering or Building Contractors]</i> in Class <i>[insert relevant class of registration]</i> with the Contractors Registration Board are eligible. – <i>This shall apply in the case of exclusive preference to local firms.</i> OR Only Tenderers registered as <i>[Insert whether Civil Engineering or Building Contractors]</i> in Class <i>[insert relevant class of registration]</i> with the Contractors Registration Board are eligible in the case of local contractors. Foreign Contractors are exempted from this requirement but if selected for award they will be required to be registered in the appropriate Class of Registration with CRB <i>Select the appropriate Version among the two.</i>

9.	Sub-Contracting Arrangements	3.12	Indicate if Sub-contracting is allowed (<i>Insert yes or Not Applicable</i>) <i>PE may in this Section Give the Minimum Eligibility Criteria for the Subcontractors in line with the existing Laws with respect to registration of specialized contractors.</i>
10.	Site Visit and Pre-tender Meeting	6.4	Site visit will be held on [<i>insert date</i>] Pre-tender meeting will take place at..... [<i>Insert venue</i>] on.... [<i>insert date and time</i>] Or If Site visit and Pre-tender meeting shall not be held Indicate <i>Not Applicable</i> .
B. Preparation of Tenders			
11.	Language of the Tender	10.1	Language of Tender and all correspondence shall be.... [<i>Insert language</i>]
12.	Other required documents	11.1(h)	The Tenderer shall submit the following additional documents in its Tender [<i>list any additional document not already listed in ITB 11.1 that must be submitted with the Bid. The list of additional documents may include the following:]</i> Code of Conduct for Contractor's Personnel (ES) The Tenderer shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract (if required). The Tenderer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks <i>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</i> [Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]: <ul style="list-style-type: none"> • [<i>e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan</i>] • [<i>e.g. Traffic Management Plan to ensure safety of local communities from construction traffic</i>];
13.	Information to be submitted by JVCA	12.4	Extra information to be submitted by the JVCA other than information required under Clause ITT12.3 (<i>List down the information/data OTHERWISE indicate Not Applicable</i>)
14.	Duties and taxes to be paid by contractor	15.3	List down all duties, taxes and other levies payable by the Contractor under the Contract a).....b).....c).....

			<i>OTHERWISE indicate Not Applicable</i>
15.	Price Adjustment	15.5	The price shall be [insert “fixed” or “adjustable”] <i>If the Price is Adjustable the PE should Ensure that they Provide the Information required in the Appendix to Tender-Schedule of Cost Indexation.</i>
16.	Fixed Budget Tender	15.6	Indicate if the tender is tendered under National, International and Restricted Competitive Tendering on Fixed Budget Method (Insert Yes or No) If yes Indicate the available budget. (Insert the Available Budget) <i>Where Competitive Tendering on Fixed Budget is used the PE should ensure that the Estimated Cost of doing the Works (which is the budget in this case) is properly established to reflect the actual cost of doing the works plus a reasonable profit to the contractor</i>
17.	Currency of the Tender	16.1	The currency in which the prices shall be quoted shall be:....[Insert currency(s)]
18.	Authority for Foreign Exchange Rate	16.2	The Authority for Obtaining Rate of Foreign Exchange (insert the Authority) If only TZS is used indicate Not Applicable
19.	Tender Validity Period	17.1	The Tender validity period shall be....[specify the number of days of tender validity] days.
20	Form of Tender Security	18.1	The Tender Securing Declaration is applicable Or The amount of Tender Security shall be [insert amount in local currency] or an equivalent amount in a freely-convertible currency. Delete whichever is not applicable.
		18.3	The Tender Security shall be in the form of: [Insert form of Tender Security] <i>If Tender Securing Declaration is used indicate Not Applicable</i>
21.	Alternative tenders	19.1	Alternative Tenders are.... [“Allowed” or “not allowed”] in this Tender.
22.	Alternative Completion Time	19.2	Alternative time for completion [indicate if applicable/ or not applicable]
23.	Technical Alternatives	19.3	Offer of technical alternatives to the requirements of the Tendering Documents are [“allowed” or “not allowed”] in this Tender. <i>Select whichever is appropriate</i>
24.	Power of Attorney	20.2	Written confirmation of authorization to sign on behalf of the Tenderer is [[Power of Attorney in the Format Provided in Section V: Tendering Forms]
C: Submission of Tenders			
25.	Extension of Deadline for Submission of	22.3	The extension of the deadline for submission of Tenders shall be made not later than [insert number of days; normally not more than seven days] before the expiry of

	Tenders		the original deadline.
26.	Currency for Converting Tender Prices	30.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: <i>[specify currency]</i> The source of exchange rate shall be: <i>[specify source of exchange rate if other than Bank of Tanzania]</i> The date of exchange rate shall be: <i>[specify date of exchange rate]</i>
27.	Adjustment of Tender Price for Allowance for Varying Times of Completion	31.2(d)	Tender price <i>[insert “may” or “will not”]</i> be adjusted by making an allowance for varying times of completion
28.	Domestic Preference	32.1	Domestic preference to apply. OR Domestic preference not applicable.
C. Opening and evaluation of tenders			
29.	Post qualification performance	34.1	Post-qualification shall be performed <i>[indicate if applicable/ or not applicable]</i> <i>Post-qualification should always be carried out unless if the Tenderer Evaluated to be Lowest has immediate past experience with the PE during which he performed to the Satisfaction of the PE. Even under such a situation it will be important to check his current work commitments.</i>
30.	Percentage for Increase and Decrease for Quantities	38.1	Percentage for increase or decrease for quantities of is <i>(insert percentage) [This should not exceed 15 percent]</i>
D. Award of contract			
31.	Performance security/ Performance Securing Declaration	40.1	<i>(Performance Security / Performance Securing Declaration¹) shall be applicable Insert the applicable type of security required-</i> The Performance Security shall be in the form of: <i>[Insert form of Performance Security, otherwise not applicable if performance securing declaration is specified]</i> The amount of Performance Security shall be <i>[insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price]</i>
32.	Environmental and Social Performance Security	40.1	<i>Delete this provision if ES Performance Security is not required, not applicable if performance securing</i>

¹ Performance Securing Declaration shall be applicable for Tenders falling under exclusive preference.

			<p><i>declaration is specified]</i></p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert % figure(s) normally 1% to 3%]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[Note: The ES Performance Security shall normally be required where ES risks are high. Both ES Security and Performance Security Shall not exceed 10 Percent]</i></p>
33.	Advance Payment	42.1	The Advance Payment shall be <i>[Limited to a maximum of fifteen (15) percent of the Contract Price]</i> .
34.	Adjudicator for the Project	43.1	The proposed adjudicator for the project is: <i>[Insert name of the proposed adjudicator] whose hourly rate shall be [specify proposed hourly rate]</i> .
35.	Source of the Adjudicator	43.2	The Adjudicator shall be appointed from a List of a Panel of Adjudicator issued by <i>(Insert the Institution from whom the adjudicator can be obtained):</i>
E. Right to review			
36.	Address to submit Copy of complaints	47.1	<p>The address to submit copies of complaints:</p> <p>The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9th Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
37.	Address to Submit an Appeal to PPAA	48.2	<p>The address for Appeal to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

SECTION IV(a): QUALIFICATION AND EVALUATION CRITERIA (Following Prequalification)

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with **ITT28** and **ITT 31**, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section V (Tendering Forms).

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the TZS equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the **ITT 30.1**. Any error in determining the exchange rates in the Tender may be corrected by the PE

1. Margin of Preference

If a margin of preference shall apply under **ITT 32.1**, the procedure will be as follows as:

A margin of preference of up to 10% (ten percent) shall be granted to local contractors or **JVCA** of local and Foreign contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether a particular contractor or group of contractors qualifies for margin of preference. The tendering documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of tenders to give effect to such preference.
- (b) After tenders have been received and reviewed by the PE, responsive tenders shall be classified into the following groups:
 - (i) Group A: Tenders offered by domestic Tenderers and **JVCA** meeting the respective criteria of **ITTs 32.3**;
 - (ii) Group B: Tenders offered by **JVCA** of domestic and foreign firms meeting the criteria of **ITT 32.4** above; or
 - (iii) Group C: Tenders offered by foreign contractors.

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tenders in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B. For the purpose of this further comparison only, an amount of applicable margin of preference (from 6 to 10%) of the respective tender price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be

added to the evaluated price offered in each tender from Group C. If **the Tender** from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected

2. Evaluation

In addition to the criteria listed in ITT 31.2 (a) – (e) the following criteria shall apply:

2.1 Assessment of Adequacy of Technical Submission with Requirements

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts, if permitted under ITT 31.5, will be evaluated as follows:

Award Criteria for Multiple Contracts [ITT 31.5]:

Lots

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be for which they were prequalified.

Packages

Tenderers have the option to tender for any one or more packages and for any one or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the PE for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be for which they were prequalified.

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITT 19.2, will be evaluated as follows:

.....
.....
.....

2.4 Technical Alternatives

Technical alternatives, if permitted under ITT 19.4, will be evaluated as follows:

.....

3. Qualification

3.1 Update of Information

The Tenderer shall continue to meet the criteria used at the time of prequalification.

3.2 Specialized Subcontractors

Only the specialized subcontractors as approved by the PE will be considered. The specialized subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

3.3 Financial Resources

Using the relevant Form, FIN-3.1 and FIN-3.3 in Section V, Tendering Forms, the Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

i. the following cash-flow requirement:.....

and

ii. the overall cash flow requirements for this contract and its current Works commitment.

3.4 Contractor’s Representative and Key Personnel

The Tenderer must demonstrate that it has the personnel for the key positions that meet the following requirements: *[Specify requirements for each lot as applicable]*

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1			
2			
3			
4			

5			
...			

The Tenderer shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section V, Tendering Forms.

3.5 Equipment

The Tenderer must demonstrate that it has access to the key equipment listed hereafter:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		
...		

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section V, Tendering Forms.

SECTION IV(b): QUALIFICATION AND EVALUATION CRITERIA (Without Prequalification)

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers if the tendering was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 12.2 and ITB 32, no other methods, criteria and factors shall be used. The Tenderer shall provide all the information requested in the forms included in Section V (Tendering Forms).

1. Margin of Preference

If a margin of preference shall apply under **ITT 32.1**, the procedure will be as follows as:

A margin of preference of up to 10% (ten percent) shall be granted to local contractors or **JVCA** of local and Foreign contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether a particular contractor or group of contractors qualifies for margin of preference. The tendering documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of tenders to give effect to such preference.
- (b) After tenders have been received and reviewed by the PE, responsive tenders shall be classified into the following groups:
 - (i) (i) Group A: Tenders offered by domestic Tenderers and **JVCA** meeting the respective criteria of **ITTs 32.3**;
 - (ii) Group B: Tenders offered by **JVCA** of domestic and foreign firms meeting the criteria of **ITT 32.4** above; or
 - (iii) Group C: Tenders offered by foreign contractors.

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tenders in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B. For the purpose of this further comparison only, an amount of applicable margin of preference (from 6 to 10%) of the respective tender price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group C. If **the Tender** from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected

2. Evaluation

In addition to the criteria listed in ITB 31.2 (a) – (f) the following criteria shall apply:

2.1 Adequacy of Technical Requirements

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its tender regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts

Pursuant to Sub-Clause 31.5 of the Instructions to Tenderers, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 31.5]:

Lots

Tenderers have the option to tender for any one or more lots. Tenders will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Tenderer(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Tenderers have the option to tender for any one or more packages and for any one or more lots within a package. Tenders will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Tenderer or Tenderers offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Tenderer(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

Qualification Criteria for Multiple Contracts:

Section IV describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section IV, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

(i) N contract(s), each of minimum value V;

Or

Option 2:

- (i) N contracts, each of minimum value V; or
- (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$.

(b) For multiple Contracts

Option 1:

- (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the tenderer has submitted tenders as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

Option 2:

- (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Tenderer has tender for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

- (ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc, or

- (iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ ---but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ ----.

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITB 19.2, will be evaluated as follows:.....
.....

2.4 Technical Alternatives

Technical alternatives, if permitted under ITB 19.4, will be evaluated as follows:
.....

2.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

.....
.....

3. Qualification

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1.1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT3.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT3.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.3	Not declared Ineligible	Not having been declared ineligible as described in ITT3.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.4	Government Owned Entity	Meets conditions of ITB3.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	Anti-Bribery Policy	Submission of anti-bribery policy/code of conduct and Compliance Programme	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form-INTEG
2.2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January [Insert year].	Must meet requirement ^{1,2}	Must meet requirements	Must meet requirement ³	N/A	Form CON-2
2.2	Debarment based on Execution of Tender Securing Declaration by the Authority	Not under debarment based on execution of a Tender Securing Declaration pursuant to ITT 3.8 (e)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Form

²Non performance, as decided by the PE, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where PEs decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

³ This requirement also applies to contracts executed by the Tenderer as **JVCA** member.

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3	Pending Litigation	Tenderer's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer ⁴ since 1 st January <i>[insert year]</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Compliance with Statutory Requirements	No consistent history by the Tenderer ⁵ of failure to pay taxes and social security Contributions, and no failure to comply with environmental and health and safety requirements since 1 st January <i>[insert year]</i>	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
3.3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

⁴The Tenderer shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

⁵ The Tenderer shall provide accurate information about failure to meet tax and social security Contributions, and no failure to comply with environmental and health and safety requirements over the specified period. A consistent history of failure to meet these statutory obligations may result in disqualifying the Tenderer.

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>meet the construction cash flow requirements estimated as TZS(<i>insert the amount</i>)_ for the subject contract(s) net of the Tenderers other commitments</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the PE, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Employer, for the last (<i>insert number of years</i>)_ years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p>	
3.2	Average Annual Construction Turnover	<p>Minimum average annual construction turnover of TZS (<i>insert the amount</i>) calculated as total certified payments received for contracts in progress and/or completed within the last</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet _____%, _____ of the requirement</p>	<p>Must meet _____%, _____ of the requirement</p>	<p>Form FIN – 3.2</p>

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<i>(insert number of years)</i> years, divided by <i>(insert number of years)</i> years					
3.3	Current Commitments	The Service Provider shall also demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.	Must Meet Requirement	Must Meet the requirement	N/A	N/A	Form FIN-3
4.0. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JVCA member, sub-contractor, or management contractor for at least the last <i>(insert number of years)</i> years, starting 1 st January <i>[insert year]</i> _____.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ⁶ contracts specified below that have been satisfactorily and substantially ⁷ completed as a prime contractor, JVCA member ⁸ ,	Must meet requirement	Must meet requirement ⁹	N/A	N/A	Form EXP 4.2(a)

⁶The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VIII, Work’s Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁷ Substantial completion shall be based on 80% or more works completed under the contract.

⁸ For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer’s share, by value, shall be considered to meet this requirement.

⁹ In the case of **JVCA**, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the **JVCA** meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>management contractor or sub-contractor⁸ between 1st January [<i>insert year</i>] and application submission deadline: (i) N [<i>insert number of contracts</i>] contracts, each of minimum value V [<i>insert value</i>];</p> <p>Or</p> <p>(ii) Less than or equal to N [<i>insert number of contracts</i>] contracts, each of minimum value V [<i>insert value</i>]; but with total value of all contracts equal or more than N x V; [<i>insert values of N & V, delete (ii) above if not applicable</i>].</p> <p><i>[In case the Works are to be tender as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITT 31.5]</i></p>					
		<p><i>[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:]</i></p> <p><i>“(ii) For the following specialized works, the Employer permits specialized sub-</i></p>	<p><i>“Must meet requirement for one contract (Requirement can be met through a Specialized Sub-</i></p>	<p><i>Must meet requirement</i></p>	<p><i>N/A</i></p>	<p><i>“Must meet requirement (Requirement can be met through a Specialized Sub-contractor)”</i></p>	

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
				<i>contractors as per ITT 3.12"</i>	<i>contractor)"</i>		
4.2 (b)	Experience in Key Activities	For the above and any other contracts completed and under implementation as prime contractor, JVCA member, management contractor or sub-contractor ¹⁰ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ¹¹ : <i>[list activities indicating volume, number or rate of production as applicable]</i> ¹²	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹⁶ <i>[list key activities and the corresponding minimum requirements]</i>	Form EXP – 4.2 (b)
4.2 (c)	Specific Experience in managing ES aspects	For contracts [substantially completed and under implementation] as prime contractor, JVCA member, or Subcontractor between 1st January <i>[insert year]</i> and Application submission deadline, experience in managing ES risks and	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Must meet the following requirements: <i>[list key requirements to be met by one member otherwise state: "N/A"]</i>	Form EXP – 4.2 (c)

¹⁰For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share shall be counted to meet this requirement.

¹¹ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

¹² The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Section IV - Qualification and Evaluation Criteria

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>					

3.5 Key Personnel

The Tenderer must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specifications.

The Tenderer shall provide details of the Key Personnel and such other Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section IV, Tendering Forms.

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1			
2	...		
3		e.g. degree in relevant environmental subject	e.g. [years] working on road projects in similar work environments
4			
5			e.
6	[add others as appropriate]		

3.6. Equipment

The Tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section V.

Section V: TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit, or improper filling of the Forms/documents may result in the rejection of the Tender.

Form Name	Description	Check if Included with the Submission	
		Yes	NO
	Form of Tender		
	Schedules		
	Priced Bill of Quantities		
	Schedule of Cost Indexation		
	Schedule of Payment Currencies		
	Standard Power of Attorney		
	Tender -Securing Declaration		
	Tender Security (Bank Guarantee)		
	Form of Tender Security (Tender Bond)		
	Technical Submission Forms		
Form PER -1	Key Personnel Schedule		
Form PER-2:	Resume and Declaration- Key Personnel		
	Equipment		
	Site Organization		
	Method Statement		
	Mobilization Schedule		
	Construction Schedule		
	ES Management Strategies and Implementation Plans		

Form Name	Description	Check if Included with the Submission	
		Yes	NO
	Code of Conduct for Contractor's Personnel (ES) Form		
	Tenderer's Qualification		
Form ELI -1.1	Tenderer Information Form		
Form ELI -1.2	Information Form for JVCA Tenderers		
Form INTEG	Undertaking by Tenderer on Anti-Bribery Policy/Code of Conduct and Compliance Programme		
Form CON – 2	Historical Contract Non-Performance, Pending Litigation and Litigation History, and Conformance to Statutory Requirements		
Form FIN – 3.1	Financial Situation and Performance		
Form FIN – 3.2:	Average Annual Construction Turnover		
Form FIN – 3.3:	Current Contract Commitments / Works in Progress		
Form EXP – 4.1:	General Construction Experience		
Form EXP–4.2(a)	Specific Construction and Contract Management Experience		
Form EXP - 4.2(b)	Construction Experience in Key Activities		
Form EXP - 4.2(c)	Specific Experience in Managing ES aspects		

Form of Tender

[date]

To: **[name and address of Employer]**

We **[insert name of tenderer]**, offer to execute the **[name and identification number of contract]** in accordance with the Conditions of Contract accompanying this tender for the Contract Price of **[amount in numbers], [amount in words] [name of currency]**.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:-

Amount	Currency
(a)	
(b)	

The discounts offered and the methodology for their application are:

- (i) The discounts offered are: **[Specify in detail each discount offered.]**
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts];**

We accept the appointment of **[name proposed in Tender Data Sheet]** as the Adjudicator.

or

We do not accept the appointment of **[name proposed in Tender Data Sheet]** as the Adjudicator, and we propose instead that **[name]** be appointed as Adjudicator, whose résumé and hourly fees are attached.

We hereby confirm **[insert the name of the Appointing Authority]**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1

We are not participating, as tenderers, in more than one tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer (s) we do not have conflict of interest with reference to ITT 3.7

With reference to ITT 3.12, it is our intention to subcontract approximately [*insert the percent*] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of Tanzania under Tanzania's laws or any other official regulations.

We declare that our tendering price did not involve agreement with other tenderers for the purpose of tender suppression.

We understand that you are not bound to accept the lowest or any tender you receive.

We hereby confirm that this tender complies with the tender validity and tender securing declaration required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Schedules

1. Priced Bill of Quantities

The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.

Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. However, failure to quote for a major item in the tender will form a justifiable ground for rejection of tender.

On the other hand, if the Tenderer introduces new Bill of Quantities items not specified in the Tendering documents the new items, corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Tender Price (TTP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL TENDER PRICE (Including provisional sum)				

3. Schedule of Cost Indexation

[Note to PE: It is recommended that the PE is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved]

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the **SCC**;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Project Manager. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	—	—	—	a: _____*	a: _____*
					b: ----- to -----*	b: _____
					c: ----- to -----*	c: _____
					d: ----- to -----*	d: _____
					e: ----- to -----*	e: _____
					etc.	etc.
Total						1.00

[* To be entered by the PE. Whereas “a” should a fixed percentage, b, c, d and e should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table B. Foreign Currency (FC)

State type: [If the Tenderer is allowed to receive payment in foreign currencies this table shall be used. If Tenderer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	—	—	—		a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.

[* To be entered by the PE. Whereas “a” should a fixed percentage, b, c, d and e should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Special Power of Attorney¹³

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned [*insert name of the Donor*] being [*insert designation*] of [*insert name of the company*] of [*insert company address*] having its registered office at [*insert physical address of company*];

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT I [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*],do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] that is to say;

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

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

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said [*insert name of the company*] and delivered in the presence of us this [*insert date*] day of [*insert month*] [*insert year*].

IN WITNESS whereof we have signed this deed on this [*insert date*] day of [*insert month*] [*insert year*] at [*insert place*] for and on behalf of [*insert name of the company or Donor*]

SIGNED AND DELIVERED by the said
[*insert name of Donor*] Identified to me
by [*insert name*]
The latter being known to me personally

} this [*insert date, month and year*]

.....
DONOR

¹³ Note: Power of Attorney for a Foreign Firm may be presented in any other legally acceptable format

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Acknowledgement

I [*insert name of Donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[*insert name of Donee*] Identified to me
by [***insert name***]
The latter being known to me personally
this [*insert date, month and year*],

.....
DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....
COMMISSIONER FOR OATHS

Tender -Securing Declaration

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

Tender No.: *[insert **tender number**]*

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 shall be suspended from being eligible to participate in public procurement for the period of time determined by the Public Procurement Regulatory 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; or
- (b) having been notified of the acceptance of our Tender by the PE 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 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)

Tender Security (Bank Guarantee)

*[If required, the **Bank/Tenderer** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]* **Date:** *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- (c) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

Form of Tender Security (Tender Bond)

*[If required, the **Surety/Tenderer** shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]*

[insert Insurer's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]* **Date:***[insert date]*

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, authorized to transact business in *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called "the Employer") in the sum of *[insert amount in figures expressed in TZS or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Employer dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) withdraws its Tender during the period of Tender validity specified in the Form of Tender; or
- b) refuses to accept the correction of its Tender Price, pursuant to ITT, or
- c) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity; (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

*[insert signature(s) of authorized
authorized representative(s)]*

*[insert signature(s) of
representative(s)]*

[insert printed name and title]

*[insert printed name and
title]*

Technical Submission

Technical Submission Forms

- Key Personnel Schedule
- Equipment
- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- ES Management Strategies and Implementation Plans
- Others

Form PER -1

Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

Form PER-2: Resume and Declaration- Key Personnel

Name of Tenderer		
Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) lead to my disqualification from participating in the Tender;
- (c) lead to my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section IV (Qualification and Evaluation Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*	
Equipment Information	Name of manufacturer,
	Capacity*
	Model and power rating
	Year of manufacture*
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organization

[insert Site Organization information]

The Tenderer is required to present an organizational diagram/chart indicating his proposed project organization, including Head Office management and possible sub-contractors.

The chart shall be sufficiently detailed to enable an assessment of the number of supervisory staff and foremen available on site to the extent that CVs requested under Personnel, such candidate shall be identifiable on the attached organization diagram

Method Statement

[insert Method Statement]

The Tenderer is expected to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme

Mobilization Schedule

[insert Mobilization Schedule]

The Tenderer is required to present the timeline for establishing his site camp, Project Manager's fully equipped site office as well as fully laboratory for the sole use of the Project Manager, mobilization of resources i.e. personnel, equipment and materials.

Construction Schedule

[insert Construction Schedule]

The Tenderer is required to submit Construction Schedule showing time taken and resources required in execution of various tasks, presented in bar chart, preferably, using Microsoft Project. The Construction Schedule must reflect construction period stipulated in the Tendering Documents.

ES Management Strategies and Implementation Plans (ES-MSIP)

The Tenderer shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) if required by ITT 11.1 (h) of the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH)etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Tenderer:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Tenderer may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Tenderer shall submit the Code of Conduct form as part of its Tender.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Tenderer's Qualification

To establish its qualifications to perform the contract in accordance with Section IV (Qualification and Evaluation Criteria) the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Tenderer Information Form

Date: _____
 Tender No. and Title: _____
 Page _____ of _____ pages

Tenderer's name
In case of Joint Venture (JVCA), name of each member:
Tenderer's country of registration: <i>[indicate country of Constitution]</i>
Tenderer's year of incorporation:
Tenderer's legal address:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
(d) Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, Income Tax Clearance and Business Licence in accordance with ITT 3.1. <input type="checkbox"/> In case of JVCA , letter of intent to form JVCA or JVCA agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITT 3.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not dependent agency of the Employer 2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2: Information Form for JVCA Tenderers

(to be completed for each member of Joint Venture)

Date: _____

Tender No. and Title: _____

Page _____ of _____ pages

Tenderer's Joint Venture name:
JVCA member's name:
JVCA member's country of registration:
JVCA member's year of constitution:
JVCA member's legal address in country of constitution:
JVCA member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
(e) Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, Income Tax Clearance and Business Licence in accordance with ITT 3.1 <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT 3.9. 2. Included are the organizational chart, a list of Board of Directors..

**Form INTEG- UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY /
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

Each Tenderer must submit a statement, as part of the tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

This company _____ *[name of company]* places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached¹⁴.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

¹⁴Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

This company _____ [name of company] has issued, for the purposes of this tender, a Compliance Program copy attached¹⁵ - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

¹⁵Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Tenderer. For tenders submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

Form CON – 2:

Historical Contract Non-Performance, Pending Litigation and Litigation History, and Conformance to Statutory Requirements

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Tender No. and Title: : _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section IV, Qualification and Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount in TZS
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section IV, Qualification and Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section IV, Qualification and Evaluation Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<input type="checkbox"/> Proof of Payment of Taxes since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5 <input type="checkbox"/> Proof of Payment of Social Security Contributions since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5. <input type="checkbox"/> No Consistent History of abuse of Employment Laws since 1 st January <i>[insert year]</i> specified in Section IV, Qualification and Evaluation Criteria, Sub-Factor 2.5.			
Payment of Taxes		<i>[Provide certified evidence of Tax Clearance for the previous Tax Period] Note: Should not be more than 15 months old.</i>	

Social Security Contributions	<i>[Provide a certified copy of Social Security Contributions for the specified Period]</i>
History of Employment Related Cases	<ol style="list-style-type: none"><li data-bbox="675 283 1451 380">1. <i>Provide a list and outcome of Labour Cases decided in the last two years by the Commission of Mediation and Arbitration</i><li data-bbox="675 388 1451 468">2. <i>[Provide a list of pending Labour Cases with the Labour Commission of Mediation and Arbitration]</i>

Form FIN – 3.1: Financial Situation and Performance

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, TZS)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section IV (Qualification and Evaluation Criteria)

No.	Source of finance	Amount (TZS)
1		
2		
3		

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section IV, Evaluation and Qualifications Criteria, Sub-factor 3.3. The financial statements shall:

- (f) reflect the financial situation of the Tenderer or in case of **JVCA** member, and not an affiliated entity (such as parent company or group member).
- (g) be independently audited or certified in accordance with local legislation.
- (h) be complete, including all notes to the financial statements.
- (i) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹⁶ for the _____ years required above; and complying with the requirements

¹⁶ If the most recent set of financial statements is for a period earlier than 12 months from the date of tender, the reason for this should be justified.

Form FIN – 3.2: Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	TZS equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section IV, Qualification and Evaluation Criteria, Sub-Factor 3.2.

Form FIN-3.3: Current Contract Commitments / Works in Progress

Tenderers and each partner to a **JVCA** should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work TZS	Estimated completion date	Average monthly invoicing over last six months (TZS/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP – 4.1: General Construction Experience

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP-4.2(a): Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Tender No. and Title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
For Non-completed Projects?				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JVCA <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				TZS*
If member in a JVCA or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section IV:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁷ (as per ITB 34.2 and 34.3): _____

Tender No. and Title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITT 34.2 and 34.3): _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34.2 and 34.3 and Section IV, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JVCA <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			TZS	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

¹⁷ If applicable.

Address:	
Telephone/fax number	
E-mail:	

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

.....

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section IV:	

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Tenderer, and each member of a JVCA]

Tenderer's Name: _____
 Date: _____
 Tenderer's JVCA Member Name: _____
 Tender No. and title: _____
 Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JVCA <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			TZS	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

SECTION VI: ELIGIBLE COUNTRIES

Tender No. and Title:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

PART 2 - Procuring Entity's Requirements

Specifications

A set of precise and clear Specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the PE without qualifying or conditioning their tenders. In the context of international competitive tendering, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of tenders be ensured, and the subsequent task of Tender evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects - are useful in preparing Specifications. The use of metric units is encouraged. Most Specifications are normally written specially by the PE or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

“Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager’s prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager’s consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

These Notes for Preparing Specifications are intended only as information for the PE or the person drafting the tendering documents. They should not be included in the final documents.

Environmental, Social, Health and Safety Requirements

The Employer should include a suitably qualified Environmental and Social specialist/s.

The Employer should attach or refer to the Employer’s environmental and social policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.]

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*

8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ES REQUIREMENTS

In preparing detailed specifications for ES requirements, the specialists should refer to and consider:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (eg NEMC and OSHA Guidelines)*
- *relevant international standards e.g. TDFA Guidelines*
- *relevant sector standards*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- *SEA prevention and management.*

The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

PAYMENT FOR ES REQUIREMENTS

The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Tenderer's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Bills of Quantities

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the PE of the realism of rates quoted by the Tenderers, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Construction Equipment for which basic daywork rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Tenderer at daywork rates as Tender. The rate to be entered by the Tenderer against each basic daywork item should*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the PE to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the PE or the person drafting the Tendering Documents. They should not be included in the final documents.

1. Sample Bill of Quantities¹⁸

(Local Currency and Foreign Currency)

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
	[To be entered by the Employer; Delete if not applicable:] Provisional sums for additional ES outcomes.				
Total					

¹⁸In case of Lump-sum Contract, use Sample Activity Schedule.

Sample Activity Schedule

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Amount</i>
	[To be entered by the Employer; Delete if not applicable:] Provisional sums for additional ES outcomes		

Supplementary Information

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

**SECTION VIII: GENERAL CONDITIONS OF
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A: General		
1. Definition	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them.:</p> <ul style="list-style-type: none"> a) The Adjudicator is the person appointed jointly by the Employer and the Contractor specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in GCC 31 and 32 hereunder. b) The Arbitrator is the person appointed by the appointing Authority specified in the Special Conditions of Contract (SCC) to resolve contractual disputes, and as provided for in GCC 32 hereunder. c) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender. d) Compensation Events are those events provided for in GCC 55. e) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1 f) The Commencement Date is the date when the Contractor shall commence execution of the Works as specified in the Notice of Contract Commencement. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time. g) The Contract is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below. h) The Contractor is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer. i) The Contractor's Tender is the completed tendering document submitted by the Contractor to the Employer. j) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. k) Days are calendar days; Months are calendar months. l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. m) A Defect is any part of the Works not completed in accordance with the Contract. n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. o) The Defects Liability Period is the period named in

		<p>the SCC and calculated from the Completion Date.</p> <p>p) Drawings means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the Employer in accordance with the contract.</p> <p>q) Effective Contract date is the date shown in the notice of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in Clause 3 of the GCC.</p> <p>r) The Employer is the person named as employer in the SCC and the legal successors in title to this person.</p> <p>s) Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>t) "ES" means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);</p> <p>u) Force Majeure means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances; and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager, in consultation with the employer, by issuing an extension of time or an acceleration order.</p> <p>w) Materials are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p>x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>y) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works</p>
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		<p>and administering the Contract.</p> <p>z) “Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p>aa) “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>bb) “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>cc) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel</p> <p>dd) The Site is the area where works are to be executed as specified in the SCC.</p> <p>ee) Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.</p> <p>ff) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>gg) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>hh) A Subcontractor is a person whether natural or legal who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>ii) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>jj) A Variation is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>kk) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the SCC , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> a) Form of Agreement, b) Letter of Acceptance c) Minutes of Negotiations d) Form of Tender e) Special Conditions of Contract, f) General Conditions of Contract, g) Specifications, h) Drawings, i) Bill of Quantities, j) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent to contract effectiveness	3.1	Having signed the Contract, it shall come into effect on contractor fulfilling the conditions precedent specified in the SCC .
	3.2	If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC .
5. Confidentiality	5.1	The Contractor, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

6. Project Manager's Role	6.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
7. Delegation	7.1	Unless otherwise specified in the SCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor
8. Communications	8.1	Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the SCC .
9. Subcontracting	9.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.
10. Assignment	10.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
11. Liability of Joint Venture	11.1	If the Contractor constitutes a JVCA , consortium or other unincorporated grouping of two or more persons: These persons shall be jointly and severally liable to the Employer for the performance of the Contract; These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
12. Other Contractors	12.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
13. Personnel	13.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC , to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager, in consultation with the Employer, will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

	13.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
14. Employer's and Contractor's Risks	14.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
15. Employer's Risks	15.1	<p>From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <p style="padding-left: 40px;">(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p style="padding-left: 40px;">(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination where the works are to be executed.</p>
	15.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
16. Contractor's Risks	16.1	From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

17. Insurance	17.1	The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	17.2	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	17.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	17.4	Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	17.5	Both parties shall comply with any conditions of the insurance policies.
18. Site Investigation Reports	18.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
19. Queries about Implementation of Contract	19.1	The Project Manager will clarify queries on all contractual matters.
20. Contractor to execute the Works	20.1	The Contractor shall execute and install the Works in accordance with the specifications and drawings.
21. Commencement and Completion of the Works	21.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Works Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
22. Approval by the Project Manager	22.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

	22.2	The Contractor shall be responsible for design of Temporary Works.
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	22.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	22.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	22.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.
23. Protection of the Environment	23.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	23.2	The Contractor shall take all necessary measures to: <ul style="list-style-type: none"> (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.
	23.3	The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.
	23.4	In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager
24. Labour Laws	24.1	The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
	24.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
25. Taxes and Duties	25.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC .
26. Health and Safety	26.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws.

	26.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
	26.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	26.4	The Contractor shall conduct an HIV-Aids awareness programme and any other pandemic, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.
27. Archaeological and Geological Findings	27.1	<p>All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <ul style="list-style-type: none"> (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Specification and relevant laws.
	27.2	The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
28. Possession of the Site	28.1	The Employer shall give possession of all parts of the Site to the Contractor.. If possession of a part is not given by the date stated in the SCC , the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.
29. Access to the Site	29.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

30. Instructions, Inspections and Audits	30.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract which comply with the applicable laws where the Site is located.
	30.2	The Contractor shall keep, and shall make all reasonable efforts to cause its Sub-contractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs
	30.3	The Contractor shall permit the Government of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
	31.2	Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the SCC
32. Procedure for disputes	32.1	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	32.2	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If no party has referred the matter for arbitration within the above specified period, the decision of the Adjudicator shall become final and binding to the Parties.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the SCC .
33. Fees and Costs of Adjudicator	33.1	The Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.

34. Replacement of Adjudicator	34.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
35. Security of the Site	35.1	Unless otherwise stated in the SCC, the Contractor shall be responsible for keeping unauthorized persons off the site, and authorized persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
B. Time Control		
36. Programme	36.1	Within the time stated in the SCC , the Contractor shall submit to the Project Manager for approval of a Work Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.
	36.2	The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period stated in the SCC . If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	36.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	36.4	The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events
	36.5	Unless otherwise stated in the SCC, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix A

	36.6	<p>Unless otherwise stated in the SCC, in addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub clause</p>
37. Extension of the Intended Completion Date	37.1	<p>The Project Manager, in Consultation with the Employer, may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p>
	37.2	<p>The Project Manager, in Consultation with the Employer, shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.</p>
	37.3	<p>In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.</p>

38. Acceleration	38.1	When the Employer wants the Contractor to finish the works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	38.2	In the event that the Contractor's priced proposals for an acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
39. Delays Ordered by the Project Manager	39.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works
	39.2	During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	39.3	The Project Manager may also notify the cause for the suspension.
40. Management Meetings	40.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	40.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
41. Early Warning Notice	41.1	The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	41.2	The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event(s) or circumstance(s) can be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.

C: Quality Control		
42. Identifying Defects	42.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
	42.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
43. Tests	43.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
44. Correction of Defects	44.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC , which begins from the Completion date.
	44.2	Every time notice of a Defect is given, the Contractor shall correct the notified Defects within the period of time specified in the Project Manager's notice.
45. Extension of Defect Liability Period	45.1	The Defects Liability Period may be extended by the Project Manager for as long as defects remain to be corrected.
46. Uncorrected Defects	46.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
D. Cost Control		
47. Bill of Quantities	47.1	The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning of the work to be performed by the Contractor.
	47.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
48. Changes in the Quantities	48.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	48.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

	48.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
49. Variations	49.1	All Variations shall be included in updated Work Programmes produced by the Contractor.
50. Payments for Variations	50.1	The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	50.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
	50.3	If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	50.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	50.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning Notice.
51. Cash Flow Forecasts	51.1	When the Works Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast may include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
52. Payment Certificates	52.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

	52.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days of receipt of the certificate from the contractor.
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	52.3	The value of work executed shall be determined by the Project Manager.
	52.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities that have been completed.
	52.5	The value of work executed shall include the valuation of Variations and Compensation Events.
	52.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	52.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC .
53. Payments	53.1	Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.
	53.2	If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	53.3	Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
	53.4	Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
54. Currencies	54.1	The currency of payment shall be stated in SCC .

	54.2	Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature
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<p>55. Compensation Events</p>	<p>55.1</p>	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date as per GCC 28.1. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Other Compensation Events described in the SCC.
	<p>55.2</p>	<p>If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>

	55.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
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	55.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
56. Effect of Changes in Tax Laws	56.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 50 .
	56.2	In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.
57. Price Adjustment	57.1	If applicable and stated in SCC , the amounts payable to the Contractor, pursuant to GCC53.1 may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	57.2	To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.

57.3	<p>The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:</p> $P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$ <p>where:</p> <p>“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the SCC ;</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;</p> <p>“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;</p> <p>“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.”</p>
57.4	<p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of ‘F’.</p> <p>Where $F = P_o \times P_c$</p>

	57.5	The sources of indices shall be those listed in the Appendix to Tender , as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his tender the tabulation of Weightings and Source of Indices in the Appendix to Tender , which shall be subject to approval by the Project Manager.
	57.6	The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.
	57.7	If the Contractor fails to complete the Works within the time for completion prescribed under GCC 21.1 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 37.1 the above provision shall apply only to adjustments made after the expiry of such extension of time.
	57.8	The weightings for each of the factors of cost given in the Appendix to Tender shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 49 or for any other reason.
58. Retention	58.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC . The total amount of retention shall not exceed the amount specified in the SCC .
	58.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	58.3	On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee in the format provided in the SCC .

59. Liquidated Damages	59.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security specified in the SCC . The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	59.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 53.1
	59.3	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 59.1
60. Bonus for early completion	60.1	The Contractor may be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
61. Advance Payment	61.1	The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	61.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	61.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

	61.4	Advance payment shall be recovered in full when eighty (80) percent of the Contract Price has been certified for payment.
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62. Performance Securities	62.1	The Performance Security and Environmental and Social (ES) Performance Security or Performance Securing Declaration as stated in the SCC shall be provided to the Employer no later than the date specified in the Letter of Acceptance..
	62.2	In the case of Performance Security and an Environmental and Social (ES) Performance Security, they shall be issued in an amount specified in the SCC.
	62.3	The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ES Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable.
	62.4	The Performance Security and, if applicable, the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
	62.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover for any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the Initial Contract Price.
	62.6	In the case of Performance Securing Declaration, it shall remain in force until the completion of the works, and in the event the Contractor failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
63. Dayworks	63.1	If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	63.2	All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	63.3	The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
64. Cost of Repairs	64.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Discharge of the Contract		
64. Completion Certificate	65.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
66. Site Hand Over	66.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
67. Final Account	67.1	Before the expiry of the Defect Liability Period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty-six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	67.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-Clause 67.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
68. Operating and Maintenance Manuals	68.1	The Contractor shall supply to the Employer the “as built” Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated in the SCC pursuant to GCC 66 .
	68.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 68.1 by the dates specified pursuant to clause 66 of the GCC , or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.
69. Termination	69.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	69.2	Fundamental breaches of Contract shall include, but shall not be limited to, the following: <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days (c) contractor’s failure to submit performance security within the time stipulated in the SCC; (d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; d) a payment certified by the Project Manager is not

		<p>paid by the Employer to the Contractor after 84 days from the date of the Project Manager’s certificate;</p> <ul style="list-style-type: none"> e) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.; f) where the Contractor fails to maintain the required Performance Security pursuant to GCC 62.2; g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC. h) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, obstructive or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this paragraph:</p> <p>“corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
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	69.3	When either party to the Contract gives notice of a Fundamental breach of Contract to the other Party for a cause other than those listed under Sub-Clause 69.2 above, the Project Manager shall decide whether the said breach is fundamental or not.
	69.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	69.5	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
70. Payment upon Termination	70.1	If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as specified in the SCC . Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	70.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
71. Property	71.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
72. Suspension of Financing	72.1	In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> (a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice. (b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
73. Force Majeure	73.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	73.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial

		obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
	73.3	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavor to minimize any delay in the performance of the contract as a result of Force Majeure;
	73.4	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure; and
	73.5	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 73.2 the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimize the effect of the prevention or delay caused by the event of Force Majeure.
74. Release from Performance	74.1	<p>In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager upon written consent of the employer shall certify that the Contract has been frustrated.</p> <p>Upon certification by the Project Manager pursuant to GCC 74.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.</p>

APPENDIX A

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

- a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b) health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d) status of all permits and agreements:
 - i). work permits: number required, number received, actions taken for those not received;
 - ii). status of permits and consents:
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e) health and safety supervision:
 - i). safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii). number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f) worker accommodations:
 - i). number of expats housed in accommodations, number of locals;
 - ii). date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii). actions taken to recommend/require improved conditions, or to improve conditions.

- g) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i) training:
 - i). number of new workers, number receiving induction training, dates of induction training;
 - ii). number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii). number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv). number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j) environmental and social supervision:
 - i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k) *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).
 - I. Worker grievances;
 - ii. Community grievances
- l) Traffic, road safety and vehicles/equipment:
 - i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m) Environmental mitigations and issues (what has been done):

- i) dust: number of working bowsers, number of watering/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
- ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v) spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n) compliance:

- i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC herein shall prevail over those in the GCC. Except where otherwise indicated, all SCC should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed. The corresponding clause number of the GCC is indicated in parentheses. ***The notes in Italics are only intended to guide the PE in filling in the Special Conditions of Contract. They should not appear in the Final SCC to be issued to prospective Tenderers.***

SCC. No	Condition	GCC Clause	Data/Information to be Supplied
A. General			
1.	Employer's Name	1.1(a)	The Employer is <i>[Name, address, and name of authorized representative]</i> .
2.	Adjudicator's Name	1.1(b)	The Adjudicator is <i>[Insert name]</i> .
3.	Defects Liability Period	1.1(p)	The Defects Liability Period is <i>[insert number]</i> days.
4.	Project Manager's Name	1.1(y)	The Project Manager is <i>[insert Name, address, and name of authorized representative]</i> .
5.	Description of Works	1.1(r)	The Works consist of <i>[insert brief summary of the works, including relationship to other Contracts under the Project]</i> .
6.	Project Start Date	1.1	The Project Start Date shall be <i>[insert date]</i> .
7.	Project Completion Date	1.1(v)	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> .
8.	Site Area	1.1(ee)	The Site is located at <i>[insert location]</i> and is defined in drawings No: <i>[insert numbers]</i> .
9.	Sectional Completion of the Works	2.2	Indicate whether sectional completion is specified <i>[specified/not specified]</i> .
10	Other Documents Forming the Contract	2.3(j)	List other documents that form part of the contract if any: a)..... b)..... c)..... <i>Otherwise State Not Applicable</i>
11.	Conditions Precedent	3.1	Conditions Precedent to Contract Effectiveness <i>(List down if any Otherwise State Not Applicable)</i>
12.	Language of Contract	4.1	The language of the Contract documents is <i>[insert language]</i> .
13.	Law of Contract	4.1	The law that applies to the Contract is the Laws of Tanzania.

14.	Delegation by Project Manager	7.1	Delegation by Project Manager (<i>Insert applicable or not applicable</i>) <i>If applicable the PE may wish to limit those areas in which delegation is applicable – if that is the case the PE may insert here</i> “Applicable except for the following duties and responsibilities 1. 2
15.	Address for Communications	8.1	Address for communication Employer [<i>insert address</i>] Contractor [<i>insert address</i>] Project Manager [<i>insert address</i>]
16.	Schedule of Other Contractors	12.1	Include the Schedule of Other Contractors, if any. [<i>give list of other contractors</i>]
17.	Schedule of Key Personnel	13.1	Include the Schedule of Key Personnel. [<i>Give list of key personnel</i>]
18.	Minimum Insurance covers	17.1	The minimum insurance covers shall be: a) loss of or damage to the Works, Plant, and Materials [<i>insert amount</i>]; b) loss of or damage to Equipment [<i>insert amount</i>]; c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract [<i>insert amount</i>]; and d) personal injury or death [<i>insert amount</i>].
19.	Site Investigation Reports	18.1	Site Investigation Reports available to the Tenderer are: a)..... b)..... c).....
20.	Tax Payment Status	25.1	Unless otherwise state tax payment status.....
21.	HIV Aids Awareness Programme	26.4	The other measures include: a) Minimizing the number of migrant workers employed on the project and household in the site camp b) Providing access to voluntary counseling and testing (VCT) c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d) Providing condoms (male and female) to workers
22.	Site Possession Date	28.1	The Site Possession Date shall be [<i>insert date</i>].
23	Adjudicator’s Name	31.2	Name of the Adjudicator:: [<i>Insert the name of Adjudicator</i>]

24.	Time for Referring the Matter for Adjudication	31.2	Time frame to refer matter to the Adjudicator: <i>[insert number of days] Days</i>
25.	Timeframe for Reference to Arbitration	32.2	Within <i>[Insert number of days]</i> any Party, if dissatisfied with the Adjudicator's decision may refer the dispute to the arbitrator. NB: If either party has not referred the matter for arbitration within number of days mention in this Clause, the decision of the Adjudicator shall become final and binding to the Parties.
26.	Place of Arbitration	32.3	Arbitration will take place at <i>[insert the place]</i> in accordance with rules and regulations published by <i>[insert name of the institution]</i> using <i>[insert rules and regulations]</i>
27.	Responsibility for Site Security	35.1	Insert if the Contractor is responsible for Site Security OR Name of the responsible person for the security of the site is: ... <i>[insert the responsible person for security of the site if not the contractor]</i>
B. Time control			
28.	Time for Submission of Works Programme	36.1	The Contractor shall Submit a Program for the Works within <i>[number]</i> days of delivery of the Letter of Acceptance.
30.	Period for Programme Update	36.2	The period between program updates is <i>[number]</i> days.
31.	Penalty for Failure to Update Programme	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated program is: <i>[State amount]</i> .
32.	Environmental and Social (ES) Progress Report	36.5	The Contractor (<i>shall / Shall Not</i>) be required to submit ES Progress Report
33.	Reporting Incidents of ES Violation	36.6	The Contractor (<i>shall / Shall Not</i>) be required to Report Incidents of ES Violation
C. Quality Control			
34.	Defects Liability Period	44.1	The Defects Liability Period is <i>[number]</i> days.
D. Cost Control			
35.	Minimum Amount of Interim Payment Certificate	52.7	Minimum Amount of Interim Payment Certificate will be <i>[insert figure or percent of contract price]</i>
36.	Currency of Payment	54.1	The currency of payment shall be <i>[insert currency for payment]</i>

37.	Other Compensation Events	55.1(I)	Mention other compensation events (if any) a) b) c)
38.	Price Adjustment	57.1	The contract <i>[insert "is" or "is not"]</i> subject to price adjustment.
39.	Limit of Retention	58.1	Limit of retention will be <i>[insert percent]</i> of contract price.
40.	Amount of Retention	58.1	The amount of retention is <i>[state the percent]</i> of value of works of Interim Payment Certificate'.
41.	Retention Money Guarantee	58.3	Retention Money Security shall be in the Format provided in Section X: Contract Forms
42.	Amount of Liquidated Damages	59.1	The amount of liquidated damages is <i>[insert the percent]</i> <i>[Should be between 0.1 and 0.15 percent of contract price per day]</i>
43.	Maximum Amount of Liquidated Damages	59.1	The maximum amount of liquidated damages must be equivalent to the amount of the performance security <i>[state the amount]</i> .
44.	Bonus for early completion	60.1	The bonus for early completion is <i>[state the amount]</i> .
45..	Amount for Advance Payment	61.1	The amount of advance payment shall be <i>[insert percent not exceeding fifteen (15%)]</i> per cent of the contract sum payable by <i>[insert number of days]</i> upon submission of unconditional Advance Payment Bank Guarantee.
46.	Performance Security/ Performance Securing Declaration.	62.1	<i>(Performance Security/ Performance Securing Declaration)</i> is applicable. In the case of Performance Security it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i> The amount of Performance Security shall be. <i>[insert amount: in case of unconditional Bank Guarantee the amount shall be 10% of the contract price and in case of surety bond the amount shall be 15% of the contract price]</i>
47.	Environmental and Social Performance Security	62.1	An Environmental and Social (ES) Performance Security <i>['shall' or 'shall not']</i> be provided to the Employer.] Environmental and Social (ES) Performance Security Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount]. <i>[delete if not applicable]</i> . <i>[A Bank Guarantee shall be unconditional (on demand) - see Section X, Contract Forms. The E Performance Security will normally be in the amount(s) of between 1% to 3% of the Accepted</i>

			<i>Contract Amount..</i>
E. Discharge of Contract			
48.	Time for Handover of Site	66.1	Contractor shall handover the site and the works to the Employer within <i>[state time after Certificate of Completion is issued]</i>
49.	Handover of As- built Drawings and Operating Manuals	68.1	As built drawings shall be supplied by the contractor by. <i>[Insert date if applicable]</i> . Operating manual shall be supplied by the contractor by <i>[Insert date if applicable]</i> .
50.	Amount to be Withheld for Failure to Submit As-Built Drawings and Operating Manuals	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: <i>[State amount if applicable]</i> . The amount to be withheld by the Project Manager in the case the contractor does not submit operating manuals is: <i>[State amount if applicable]</i> .
51.	Number of Days for Maximum Liquidated Damage to be Paid	69.2(f)	Number of days for which the maximum amount of liquidated damages can be paid is <i>[insert number of days]</i> .
52.	Percentage to Apply the Value of Work not Completed at Time of Termination for Default	70.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>[insert percent]</i> .

SECTION X: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

Notice of Intention to Award a Contract

[Letter head paper of the PE]

Ref No: *[insert Ref. No.]*..... Date:

To: ***[name and address of the Service Provider]***

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER *[insert No of contract]* **FOR** *[insert description]*

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s: *(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period/delivery period of *(insert the duration)*.

Your tender was not considered for award of the contract due to the following reasons¹

- 1)
- 2)
- 3)

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to *(insert the title of Accounting Officer)* through TANEPS.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature:

Name and Title of Signatory:

Name of PE:

¹Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

Letter of Acceptance

[letter head paper of the Employer]

[date]

To: *[name and address of the Contractor]*

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO.** *[insert tender number]* **FOR** *[insert tender description]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the SCC]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instruction to Tenderers is hereby accepted by our Procuring Entity.

You are required to furnish the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section XI, Contract Forms, of the Tendering Documents

In the case of Sole member of Dispute Adjudication Board

(a; We accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Adjudication Board

OR

(b; We do not accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Adjudication Board, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Sole Member of Dispute Adjudication Board in accordance with Clause 44.1 of the Instructions to Tenderers.¹⁹

Authorized Signature: _____

¹⁹ To be used only if the Contractor disagrees in the Tender with the Adjudicator proposed by the Employer in the Instructions to Tenderers, and has accordingly offered another candidate. If the Employer does not accept the counterproposal, the sentence should so state, and be followed by an additional sentence: "We therefore shall request the *[name of Appointing Authority as named in the Special Conditions of Contract]* to appoint the Adjudicator in accordance with Clause 44 of the Instructions to Tenderers."

Name and Title of Signatory: _____

Name of PE: _____

Attachment: Contract Agreement

Form of Agreement

THIS AGREEMENT (hereinafter called the “Contract”) is made this [day of month] day of [insert a month], [insert a year] between [insert name and address of Employer (hereinafter called the “Employer”) and [insert name and address of Contractor] (hereinafter called the “Contractor”) of the other part.

[Note: *In the text below, text in brackets is optional; all notes should be deleted in final text. If the Contractor consists of more than one Entity, the above should be partially amended to read as follows:]*

“*[insert the name of “PE”]* (hereinafter called “the Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, *[insert of name of entity]* and *[insert name of entity]* and *[etc.]* (hereinafter called “the Contractor”) each of which shall be jointly and severally liable to the Employer for all the Contractor’s obligations under this Contract.

WHEREAS,

- a) the Employer desires that the Works known as ***[name of the Contract]***. should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,
- b) the Contractor having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to construct the works on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];
- c) the Employer has set aside committed funds towards the cost of the works and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Contractor shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;
- d) the Employer invited Tenders for the works, viz., [insert brief description of works] and has accepted a Tender by the Contractor for execution of the works in the sum of [insert currency, contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THEREFORE, the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents attached hereto shall be deemed to form an integral part and be read and construed as part of this Contract; and in the event of any ambiguity or conflict between the Contract Document(s) listed below, the order of precedence shall be the order in which the Contract Documents are listed below;-
 - a) Form of Agreement
 - b) Letter of Acceptance
 - c) Minutes of Negotiations(if any)
 - d) Form of Tender
 - e) Special Conditions of Contract,
 - f) General Conditions of Contract,
 - g) Specifications,
 - h) Drawings,

- i) Bill of Quantities,
- j) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Description of Works and Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel and Subcontractors
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: ES Management Strategies and Implementation Plans
 - Appendix G: Code of Conduct for Contractor’s Personnel (ES)
 - Appendix H: Services and Facilities Provided by the Contractor; and
- k) Other relevant document(s): [List if any].

3. The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract, in particular:
- a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Employer shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

THE SERVICE PROVIDER

Name:
(Authorized Representative)

Name:
(Authorized Representative)

Designation:

Designation:

Signature:
Date:

Signature:
Date:

WITNESS

WITNESS

Name:

Name:

Designation:

Designation:

Performance Securing Declaration²⁰

Date: *[insert **date** (as day, month and year)]*
Contract No.: *[insert **Contract number**]*

To: *[insert **complete name of Employer**]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Contractor of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the works by the Employer.

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

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

Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Contractor**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

²⁰ Used as an alternative performance security for Contracts falling under exclusive Preference (i.e. not exceeding TZS 1,000,000,000/- in accordance with Table D- Nineth Schedule of Public Procurement Regulations 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance

Performance Security

Option 1: (Bank Guarantee)

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] (_____)* *[insert amount in words],¹* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 21.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ___ day of _____, 20 _____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 21.1.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a JVCA shall be the name of the JVCA]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

² *Insert the expected completion date as described in GC Clause 21.1. The Employer should note that in the event of an extension of the expected completion date, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures]() [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ [insert name and address of Applicant's bank].

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

This guarantee shall expire no later than the day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 21.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”