



**THE UNITED REPUBLIC OF TANZANIA  
DAR ES SALAAM REGIONAL SECRETARIAT  
DAR ES SALAAM CITY COUNCIL**



**REQUEST FOR TENDER**

**TENDER No.: 88Z1/2024/2025/W/04**

**FOR**

**Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street**

**21/10/2024**

## LIST OF ABBREVIATIONS

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IFB	Invitation for Bidders
ITB	Instruction to Bidders
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCB	National Competitive Bidding
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity/Employer
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Condition of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SBD	Standard Bidding Document

## **PART 1 – TENDERING PROCEDURES**

**SECTION I: INVITATION FOR BIDS**



**THE UNITED REPUBLIC OF TANZANIA  
DAR ES SALAAM REGIONAL SECRETARIAT  
DAR ES SALAAM CITY COUNCIL**



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**FOR**

**Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street**

21/10/2024

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 26/08/2024.
2. The Government of Tanzania has set aside funds for the operation of the DAR ES SALAAM CITY COUNCIL during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street .
3. The DAR ES SALAAM CITY COUNCIL now invites tenders from contractors registered or capable of being registered in ONE for construction of Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street .
4. Tendering will be conducted through the National Competitive Tendering specified in the Public Procurement Act, CAP 410.
5. A complete set of tendering document(s) in English may be accessed through NeST.
6. Tenderers are required to register on the NeST and pay tender participation fees indicated in the NeST to able to participate in this tendering process.
7. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 28/10/2024. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.
9. Tenders not received or opened through NeST shall not be accepted for evaluation irrespective of the circumstances.

**CITY DIRECTOR  
P.O BOX 20950**



**SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

## A. INTRODUCTION

TDS Clause Number & Required Information/Data	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the <b>Tender Data Sheet (TDS)</b> invites Tenders for the construction of works as specified in the <b>TDS</b> and Section VII [Work Requirement - Specifications]. The successful Tenderer will be expected to complete the works by the required completion date specified in the <b>TDS</b> .
	1.2	Tendering will be conducted through the method of procurement indicated in <b>TDS</b> 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 the General Conditions of Contract.
2. Source of Funds	2.1	The Government of the United Republic 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. Or, The Government of the United Republic 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 United Republic of Tanzania intends to apply part of the proceeds of this loan/credit to payments under the Contract described in the TDS.
	2.2	Payments will be made directly by the PE (or by the financing institution specified in the <b>TDS</b> 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 <b>TDS</b> . 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 <b>JVCA</b> )
	3.2	In the case of a <b>JVCA</b> , all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The <b>JVCA</b> 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 <b>JVCA</b> during the tendering process and, in the event the <b>JVCA</b> is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b> , there is no limit on the number of members in a <b>JVCA</b> .
	3.3	The appointment of a Lead Member in the <b>JVCA</b> shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.4	Any agreement that form a <b>JVCA</b> shall be required to be submitted as part of the tender and shall be attested.
	3.5	Any Tender from a <b>JVCA</b> 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	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



		<p>considered to have a conflict of interest with one or more parties in this tendering process, if:</p> <p>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</p> <p>b) have controlling shareholders in common; or</p> <p>c) receive or have received any direct or indirect subsidy from any of them; or</p> <p>d) have the same legal representative for purposes of this Tender; or</p> <p>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</p> <p>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</p> <p>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.</p>
	3.8	<p>A Tenderer may be ineligible if: –</p> <p>(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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;</p> <p>(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;</p> <p>(d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(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</p> <p>(f) .the Tenderer is from an ineligible country as specified under Section VI [Ineligible Countries] of this tendering document</p>
	3.9	<p>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.</p>
	3.10	<p>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.</p>
	3.11	<p>Tenderers shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE shall reasonably request.</p>
	3.12	<p>Tenderers shall, if so indicated in the <b>TDS</b>, 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.</p>
<b>4. One Tender per Tenderer</b>	4.1	<p>A Tenderer shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a <b>JVCA</b>.</p>
	4.2	<p>No Tenderer can be a subcontractor while submitting a tender</p>

		individually or as a partner of a <b>JVCA</b> 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.
<b>5. Cost of Tendering</b>	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..
<b>6. Site Visit and Pre-Tender Meeting</b>	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 <b>TDS</b> . 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 NeST 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	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) calendar days to all participating Tenderers through NeST. Any modification of the tendering document listed in <b>ITT 7.1</b> [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.

## B. TENDERING DOCUMENTS

<p><b>7. Content of Tendering Documents</b></p>	<p>7.1</p>	<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><b>PART 1: TENDERING PROCEDURES</b></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><b>PART 2: PROCURING ENTITY'S REQUIREMENTS</b></p> <p>Section VII Works Requirements</p> <p><b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b></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>
	<p>7.2</p>	<p>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.</p>
	<p>7.3</p>	<p>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.</p>
<p><b>8. Clarification of Tendering Documents</b></p>	<p>8.1</p>	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
	<p>8.2</p>	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p>
	<p>8.3</p>	<p>PE's response shall include a description of the inquiry without identifying its source.</p>
	<p>8.4</p>	<p>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].</p>
<p><b>9. Amendments of the Tendering Documents</b></p>	<p>9.1</p>	<p>Before the deadline for submission of tenders, the PE for any reason, whether at its own initiative or in response to a request for clarification(s) by a prospective Tenderer(s), the PE may modify the Tendering Documents by issuing addenda.</p>
	<p>9.2</p>	<p>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</p>

		NeST 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

<p><b>10. Language of Tender</b></p>	<p>10.1</p>	<p>The Tender, prepared by the Tenderer as well as all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the language stipulated in the <b>TDS</b>. 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 govern.</p>
<p><b>11. Documents Constituting the Tender</b></p>	<p>11.1</p>	<p>The Tender submitted by the Tenderer shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Tendering Forms [as listed in Section V];</li> <li>b) Form of Tender (in the format indicated in Section V) in accordance with ITT14 [Form of Tender], ITT15 [Tender Price] and ITT16 [Tender Currencies];</li> <li>c) Tender Security or Securing Declaration in accordance with Instructions to Tenderers ITT18 [Tender Security or Tender Securing Declaration];</li> <li>d) Priced Bill of Quantities;</li> <li>e) Alternative offers where invited in accordance with Instructions to Tenderers ITT19 [Alternative Tenders by Tenderers];</li> <li>f) Dully Notarized power of attorney authorizing signatory of the Tender to commit the Tenderer in accordance with ITT 20.2;</li> <li>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</li> <li>h) Any additional information other than the documents under ITT 11.1(a) – (g) above required to be completed and submitted by Tenderers <i>listed in TDS</i></li> </ul> <p style="text-align: center;"><i>The list of additional documents may include the following:</i></p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>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 V. No substantial modifications shall be made to this form, except that the Tenderer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Tenderer shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p><i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</i></p> <ul style="list-style-type: none"> <li>· <i>[e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan]</i></li> </ul>

		· [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];
<b>12. Documents Establishing Eligibility and Qualifications of the Tenderer</b>	12.1	The Tenderer shall upload, 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 <b>Section IV</b> [Qualification and Evaluation Criteria]
	12.4	Tenders submitted by a <b>JVCA</b> shall comply with the following requirements: a) the tender shall include all the information listed in pursuant to ITT12.3 above for each <b>JVCA</b> partner; b) the tender shall be signed so as to be legally binding on all partners; c) one of the partners of the <b>JVCA</b> 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 <b>JVCA</b> ; d) the partner in charge of the <b>JVCA</b> shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a <b>JVCA</b> and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge of the <b>JVCA</b> ; e) all partners of the <b>JVCA</b> 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 <b>JVCA</b> agreement entered into by all partners shall be uploaded with the tender. Alternatively, a Letter of Intent to execute a <b>JVCA</b> 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 <b>JVCA</b> . <i>h) Any exception to the documents listed in (a) to (g) above will be indicated in TDS.</i>
	12.5	To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in <b>Section IV</b> [Qualification and Evaluation Criteria].
<b>13. Slice or Lot and Package – Multiple Contracts</b>	13.1	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 <b>Section IV</b> [Qualification and Evaluation Criteria]
	13.2	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 <b>Section IV</b> [Qualification and Evaluation Criteria].
<b>14. Form of Tender</b>	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.
<b>15. Tender Prices and Discounts</b>	15.1	The tender 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.
	15.3	All duties, taxes and other levies payable by the Contractor under the Contract as provided under this clause, 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. Unless stated otherwise, in <b>TDS</b> .
	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 price shall be <i>“fixed” unless indicated in TDS</i> . If the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract, the Tenderer shall submit with the tender all the information required under the Condition of Contract. 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 available budget stated in the <b>TDS</b> . Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
<b>16. Tender Currencies and Payment</b>	16.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or in Foreign currencies or both. With respect to this tender, the applicable currency(ies) shall be stated in <b>TDS</b> .
	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 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 condition of contract are reasonable and responsive to ITT 16.1.
<b>17. Tender Validity Period</b>	17.1	Tenders shall remain valid for the period stated in the <b>TDS</b> after the tender submission deadline prescribed by the PE, pursuant to ITT22 [Deadline for Submission of Tenders].
	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 NeST. 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.
<b>18. Tender Security or Tender Securing Declaration</b>	18.1	The required security for Tender is <i>as specified in the TDS</i> pursuant to <b>ITT 11</b> [Documents Constituting the Tender], the Tenderer shall furnish as part of its Tender, a Tender Security through NeST in a Form and in the amount and currency <i>as specified in the TDS</i> in the format provided in <b>Section V</b> -Tendering Forms.
	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 <b>ITT18.9</b> .
	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 of specified in <b>TDS</b> 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 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; b) a cashier's or certified cheque. c) another security will be <i>indicated in TDS</i>
	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 <b>Section V</b> [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 <b>ITT3.1</b> [Eligible Tenderers] and <b>ITT11.1</b> [Documents Constituting the Tender]
	18.6	Any tender not accompanied by a Tender security or Tender Securing Declaration in accordance with <b>ITT18.1</b> or 18.3 shall be rejected by the PE as non-responsive, pursuant to <b>ITT 28</b> [Preliminary Examination of Tenders].
	18.7	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 <b>ITT17</b> [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: (a) the expiry of the tender security; (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; (c) the rejection by the PE of all tenders; (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.



	18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, pursuant to <b>ITT 39</b> [Performance Security] and signing the contract pursuant to <b>ITT 40</b> [Signing of Contract].
	18.9	In the case of Tender Security, it may be forfeited: 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 <b>ITT17.2</b> [Tender Validity Period]; or b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with <b>ITT39</b> [Performance Security] or fails to sign the contract in accordance with <b>ITT40</b> [Signing of Contract].
	18.10	In the case of the Tender Securing Declaration, it may be executed: 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 <b>ITT17.2</b> [Tender Validity Period]; b) in the case of a successful Tenderer, if the Tenderer fails to furnish performance security in accordance with <b>ITT39</b> [Performance Security] or fails to sign the contract in accordance with <b>ITT40</b> [Signing of Contract].
	18.11	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.
<b>19. Alternative Tenders by Tenderers</b>	19.1	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 if allowed will be indicated in <b>TDS</b> , <b>ITT 19.2</b> and <b>19.3</b> shall govern.
	19.2	When alternative times for completion are explicitly invited, a statement to that effect as well as the method for evaluating different schedule of completion is as indicated in the <b>TDS</b> .
	19.3	Technical alternatives are <i>not allowed unless indicated in the TDS</i> . 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.
<b>20. Format and Signing of Tender</b>	20.1	The Tenderer shall prepare documents comprising the tender as described in <b>ITT 11</b>
	20.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating position of each signatory in accordance to the requirements of NeST.  The authorization document(s) shall be duly notarized Power of Attorney in the format provided in <b>Section V: Tendering Forms</b> . <i>Other acceptable authorization is/are listed in the TDS</i> .
	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

<b>21. Tender Submission</b>	21.1	Tenders submitted through NeST 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 NeST.
	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 NeST 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.
<b>22. Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the PE through NeST in a manner specified under ITT 21.2 [Tender Submission] not later than the date and time specified in the NeST.
	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 <b>TDS</b> before the expiry of the original deadline.
<b>23. Late Tenders</b>	23.1	NeST does not allow Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders]
<b>24. Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through NeST. Such modification or substitution or withdraw should be made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgement of receipt 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. Withdraw of a tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT 18.1 [Tender Security or Tender Securing Declaration].
	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 forfeiture of tender security or execution of Tender Securing Declaration pursuant to ITT 18.9 and ITT 18.10.
	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. <b>Opening and evaluation of Tenders</b>	25.1	The opening shall be done automatically by the system after the deadline date and time, readout prices shall be displayed automatically in the respective portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.
	25.3	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26. <b>Confidentiality</b>	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 NeST.
	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. <b>Clarification of Tenders</b>	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 NeST and the Tenderer shall respond through NeST.
28. <b>Preliminary Evaluation of Tenders</b>	28.1	Prior to the detailed evaluation of tenders, the PE will determine whether each tender; (a) meets the eligibility criteria defined in ITT 3 [ Eligible Tenderers]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. The PE's determination of a Tender's responsiveness will be based on the contents of the tender itself.
	28.2	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:- a) affects in any substantial way the scope, quality, or execution of the works; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. For the purpose of this section, the following definitions apply <b>“Deviation”</b> is a departure from the requirements specified in the Tendering Document; <b>“Reservation”</b> is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and <b>“Omission”</b> is the failure to submit part or all of the information or documentation required in the Tendering Document.
	28.3	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.
	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 and 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 <b>Section IV</b> [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	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: 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 Security 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 manner than that permitted; and k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.
	28.9	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: 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; b) failure to quote for a major item in the works; 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 d) Presentation of absolutely unrealistic and inadequate technical proposal, implementation plans and schedules regarding performance, technical or service factors.
<b>29. Conversion to Single Currency</b>	29.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in

		<p>which the Tender prices are payable to either:</p> <p>a) Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania;</p> <p><b>or</b></p> <p>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 for the amount payable in Tanzania Shillings.</p>
	29.2	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 <b>TDS</b> .
<b>30. Detailed</b>	30.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders].
<b>Evaluation and Comparison of Tenders</b>	30.2	<p>In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:-</p> <p>a) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;</p> <p>b) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tenders by Tenderers];</p> <p>c) making an allowance for varying times of completion offered by Tenderers, if permitted in the <b>TDS</b> and in the manner prescribed therein;</p> <p>d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT24.4 [Modifications, Substitution and Withdrawal of Tenders];</p> <p>e) 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 34.2 [Award Criteria]; and</p> <p>f) the additional evaluation factors are specified in <b>Section IV</b> (Qualification and Evaluation Criteria);</p>
	30.3	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.
	30.4	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.
	30.5	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 <b>Section IV</b> [Qualification and Evaluation Criteria].
	30.6	<p>If the tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or, front loaded in the opinion of the <i>PE</i>, the <i>PE</i> may require the Tenderer to produce detailed price analysis 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 <b>ITT 39</b> 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>
<b>31. National Preferences</b>	31.1	As indicated in the <b>TDS</b> , works utilizing this Standard Tendering

		Document shall provide Local Contractors with margin of preference in tender evaluation.
	31.2	Where a margin of preference applies, its application and detail shall be specified in <b>Section IV</b> [Qualification and Evaluation Criteria].
<b>32. Determination of the Lowest Evaluated Tender</b>	32.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	32.2	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.
<b>33. Post-qualification of Tenderer</b>	33.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the <b>TDS</b> .
	33.2	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: (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. ‘‘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 for normal levels of profit.
	33.3	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 <b>Section IV – Qualification and Evaluation Criteria</b> .
	33.4	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.
	33.5	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	33.6	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

<b>34. Criteria of Award</b>	34.1	<p>Subject to ITT33 [Post-qualification of Tenderer] and ITT35 [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:-</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITT3 [Eligible Tenderers];</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) successful negotiations have been concluded.</li> </ul>
	34.2	<p>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.</p>
<b>35. Negotiations</b>	35.1	<p>Negotiations may be undertaken with the Lowest Evaluated Tenderer relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;</li> <li>(c) a minor amendment to the Special Conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) mobilization arrangements;</li> <li>(f) agreeing final delivery or work schedule to accommodate any changes required by the PE;</li> <li>(g) the methodology or staffing;</li> <li>(h) clarifying details that were not apparent or could not be finalized at the time of tendering; or</li> <li>(i) reduction of Tender Price to match the available PE's estimate and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance ITT33.2 [Post-qualification of Tenderers].</li> </ul> <p style="text-align: center;"><i>Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.</i></p>
	35.2	<p>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.</p>
<b>36. PE's Right to Accept any Tender and to Reject any or all Tenders</b>	36.1	<p>Notwithstanding ITT 34 [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).</p>
	36.2	<p>Notice of the rejection of all Tenders shall be given promptly to all Tenderers that have submitted tenders through NeST.</p>

	36.3	The PE shall upon request from any Tenderer communicate the grounds for rejection of its Tender(s) but is not obliged to justify those grounds.
<b>37. PE Right to Vary Quantities at the Time of Award</b>	37.1	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 the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering documents.
<b>38. Intention to award and Notification of Award</b>	38.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract in the format provided in Section V [Tendering Forms], The notice shall be issued through NeST 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. The condition shall not apply where only one Tender has been received by PE in competitive method or where single source, national shopping, Minor value procurement method has been used.
	38.2	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 NeST, of the award by the PE prior to expiration of the Tender validity period.
	38.3	The notification of award (Letter of Acceptance) will be part of the documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 39 [Performance Security or Performance Securing Declaration] and signing the Contract in accordance with ITT40.2 [Signing of Contract].
	38.4	Upon the successful Tenderer's furnishing of the performance security or Performance Securing Declaration pursuant to ITT39 [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].
<b>39. Performance Security or Performance Securing Declaration</b>	39.1	Within fourteen ( <b>14</b> ) days after receipt of the Letter of Acceptance from the <b>PE</b> , the successful Tenderer shall deliver to the <b>PE</b> a Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. Where applicable, the Tenderer shall deliver to the PE The Environmental and Social (ES) Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	39.2	If the Performance Security and the Environmental and Social (ES) Performance Security is to be provided by the successful Tenderer, it shall be as specified in the <b>TDS and SCC</b> , pursuant to ITT 39.1 and shall be in any of the following:-  (a) electronic money transfer, 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;  (c) unconditional 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



		(d) Surety bond issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
	39.3	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].
	39.4	Failure of the successful Tenderer to comply with the requirements of ITT 39.1 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.
<b>40. Signing of Contract</b>	40.1	Promptly after notification of award, PE shall send the draft contract, incorporating all terms and conditions as agreed by the parties to the contract.
	40.2	Within fourteen (14) calendar days after furnishing the performance security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the contract.
	40.3	Upon parties signing the contract, 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 <b>ITT 18.7</b> [Tender Security or Tender Securing Declaration].
<b>41. Advance Payment</b>	41.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the condition of Contract, subject to amount stated in the <b>TDS</b> .
	41.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Unconditional Bank Guarantee) in the form provided in <b>Section X</b> [ Contract Forms].
	41.3	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" which is as indicated in the TDS.
<b>42. Adjudicator</b>	42.1	The <b>PE</b> proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b> , 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 <b>PE</b> has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the <b>SCC</b> at the request of either party.
	42.2	The proposed Adjudicator under ITT 42.1 shall be obtained from an approved List of Adjudicators kept by by the institution named in the <b>TDS</b> .
<b>43. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices</b>	43.1	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.  a) for the purpose of this provision, the terms set forth below are defined as follows: -  i) " <b>Corrupt practice</b> " means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract

		<p>execution;</p> <ul style="list-style-type: none"> <li>ii. <b>“coercive practice”</b> 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;</li> <li>iii. <b>“collusive practice”</b> means an arrangement between two or more parties with or without knowledge of the other party or parties designed to achieve an improper purpose, including to influence improperly the action of another party; and</li> <li>iv) <b>“Fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Government of the benefit of free and open competition.</li> </ul> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the 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 (10) years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract.</p>
	43.2	<p>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, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public contract in the United Republic of Tanzania.</p>
	43.3	<p>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.</p>

[\[1\]](#) Performance Securing Declaration shall be applicable for Tenders falling under regional exclusive preference.

## G. REVIEW OF PROCUREMENT DECISIONS

<b>44. Right to Review</b>	44.1	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
<b>45. Time Limit on Review</b>	45.1	The Tenderer shall submit an application for review within Seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
<b>46. Submission of Applications for Review</b>	46.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electronically served to the Public Procurement Regulatory Authority (PPRA).
	46.2	For PEs with delegated procurement function, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy electronically served to delegated Accounting Officer and PPRA.
	46.3	The application for administrative review shall include: 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.
	46.4	Upon receipt of a complaint, the Accounting Officer of a PE shall suspend the procurement proceedings.
	46.5	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.
<b>47. Decision by the Accounting Officer of PE</b>	47.1	The Accounting Officer of a PE shall, within three (3) calendar days after receipt of the complaint or dispute, deliver a written decision which shall indicate: 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.
	47.2	Where the Accounting Officer of a PE does not issue a decision within the time specified in ITT47.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT48.1 [Review by the Public Procurement Appeals Authority (PPAA)] within three (3) calendar 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.
<b>48. Review by the Public Procurement Appeals Authority</b>	48.1	Complaints or disputes which, (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

<b>(PPAA)</b>		<p>(c) arise after the procurement contract has entered into force pursuant to ITT41 [Signing of Contract],</p> <p>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 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>
	48.2	PPAA may be contacted at the address shown in the <b>TDS</b> .

### **SECTION III: TENDER DATA SHEET (BDS)**

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

### A. Introduction

<b>TDS. No</b>	<b>Required Information/Data</b>	<b>ITT Clause</b>	<b>Information/Data to be filled by the PE</b>
1.	Name of the PE	1.1	DAR ES SALAAM CITY COUNCIL
2	Name of the project	1.1	Solar Street Lights Installation For Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni Bus Stand, Kivule Hospital And Tandamti Street
3.	Expected Completion Period	1.1	60 days
4.	Tendering Method	1.2	National Competitive Tendering
5.	Financial year	2.1	2024/2025
6.	Financing Institution	2.1	Not Applicable
7.	The Loan/Credit Number	2.1	Not Applicable
8.	Tender Description	2.1	Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street
9.	Eligibility of Tenderers	3.1	GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign
10.	Members of JVCA	3.2	Not Applicable
11.	Sub-Contracting Arrangements	3.12	Subcontracting is Not Applicable
12.	Site Visit	6.4	Will not beheld.
13.	Pre- tender Meeting	6.4	Pre-tender meeting will not take place.

**B. Preparation of Tenders**

14.	Language of the Tender	10.1	Language of Tender and all correspondence shall be English.
15.	Other required documents	11.1(h)	Additional documents: Not Applicable
16.	Information to be submitted by JVCA	12.4(h)	Extra information to be submitted by the JVCA other than the information required: Not Applicable
17.	Duties and taxes to be paid by the contractor	15.3	List down all duties, taxes, and other levies payable by the Contractor under the Contract: All Statutory Duties
18.	Price Adjustment	15.5	The price shall be Fixed
19.	Fixed Budget Tender	15.6	Not Applicable
20.	Currency of the Tender	16.1	The currency in which the prices shall be quoted shall be: The Tanzanian Shilling
21.	Tender Validity Period	17.1	120 days.
22.	Form of Tender Security	18.1	The Tender Security shall be in the form of Tender Securing Declaration in the format provided in the Tendering Documents and sample provided during tender submission.
23.	Other Form of Security	18.3	Other Forms of Tender Security shall be in the form of: To be Identified.
24.	Alternative tenders	19.1, 19.2, & 19.3	Alternative tenders are not applicable.
25.	Power of Attorney	20.2	Written confirmation of authorization to sign on behalf of the Tenderer is: POWER OF ATTORNEY

**C: Submission of Tenders**

26.	Extension of Deadline for Submission of Tenders	22.3	Extension of the tender submission deadline shall not be made later than 0 days before the expiry of the original deadline.
27.	Currency for Converting Tender Prices	29.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the tender invitation date. Currency for Tender Conversion: The Tanzanian Shilling.
28.	Adjustment of Tender Price for Allowance for Varying Times of Completion	30.2 (c)	FIXED.
29.	Domestic Preference	31.1	APPLICABLE



**D. Opening and evaluation of tenders**

30.	Post qualification performance	33.1	Post Qualification will be undertaken.
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**E. Award of contract**

31.	The percentage for Increase and Decrease for Quantities	37.1	The percentage for Increase and Decrease for Quantities will be 15 Percent.
32.	Performance Security	39.1	Performance Securing Declaration.
33.	Environmental and Social Performance Security (ESPS)	39.2	Not Applicable
34.	Advance Payment	41.1	The Advance Payment shall be limited to 10 Percent of the Contract Amount.
35.	Adjudicator for the Project	42.1	The proposed adjudicator for the project is NCC whose hourly rate shall be TZS 100000.
36.	Source of the Adjudicator	42.2	National Construction Council (NCC)

### E. Right to review

37.	Address to Submit an Appeal to PPAA	48.2	The address for the Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete Road P.O. Box 1385, Dodoma Tanzania Telephone +255 26 2962411 Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>
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## **SECTION IV: EVALUATION AND QUALIFICATION CRITERIA**

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the currency 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 are to be converted) was originally established; or
- value of the single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

# QUALIFICATION AND EVALUATION CRITERIA

## Commercial Evaluation

### 1. Eligibility

#### Litigation History (SCORE: N/A)

Tenderers are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2023-01-01
Litigation History End Year	2024-10-20

#### Completion Period (SCORE: N/A)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	60
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### 2. Standard Tender Forms

#### Tender Validity Period (SCORE: N/A)

Contractors are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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#### Notarized Special Power of Attorney (SCORE: N/A)

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

### 3. Financial Situation and Performance

#### Financial Statement (SCORE: N/A)

Audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the PE, for mentioned duration shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. (In case of Joint Venture, compliance requirements are: Each Member – Must Meet requirements).

Financial Statement Start Date	2023-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1

Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5
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**Average Annual Turnover (SCORE: N/A)**

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	200000000
Turnover Start Date	2021-01-01
Turnover End Date	2024-10-20

**Access to Financial Resources (Sources of Fund) (SCORE: N/A)**

Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

Average fund amount from all sources (any freely convertible currency proposed by bidder)	100000000
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## Technical Evaluation

### 1. Experience

**Current Contract Commitment (SCORE: N/A)**

Tenderer must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2024-01-01
Current Commitment End Year	2024-10-20

**General Experience in Construction Activities (SCORE: N/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 duration stated. (In case of Joint Venture, compliance requirements are: Each member – Must Meet requirements).

Key Construction Activities	Experience under construction contracts in the role of prime contractor in similar nature assignments
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**Specific Experience (SCORE: N/A)**

Specific and Contract Management Experience: A minimum number of similar contracts based on the physical size, complexity, methods/technology and/or other characteristics described in the PE Requirements on contracts that have been satisfactorily and substantially completed (substantial completion shall be based on 80% or more of completed assignments under the contract) as a prime contractor/supplier/service provider, joint venture member, management contractor/supplier/service provider or sub-contractor/supplier/service provider for mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties – Must Meet requirements). 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.

Specific Experience	Experience on Similar contracts based on the physical size, complexity, methods/technology
Specific Experience Start Year	2021-01-01
Specific Experience End Year	2024-10-20
Number of Specific Experience Contracts	2
Value of each specific experience contract in the specified tender currency	700000000

**General Experience (SCORE: N/A)**

Tenderer should provide details of their previous and on-going contracts to evidence their general experience in construction.

General experience start date	2021-01-01
General experience end date	2024-10-20
Number of contract	3
Contract value in the specified currency	200000000

**General Experience in Key Activities (SCORE: N/A)**

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration and with the minimum experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

**2. Technical Specifications**

**Risk Management Plan (SCORE: N/A)**

Tenderers are required to submit a risk management plan that shows risk identification and impact assessment, risk response and control strategy, and roles and responsibilities in managing risks.

**3. Key Personnel**

**Key Personnel (SCORE: N/A)**

Tenderer should provide details of their personnel with adequate qualifications as required by the procuring entity.

Categories of Key Personnel	Education Level	Experience of Key Personnel	Number of Required Key Personnel
ELECTRICAL TECHNICIAN	FTC	3	3
ELECTRICAL ENGINEER	BACHELOR DEGREE	3	2

#### 4. Technical Submission

##### Site Organization (SCORE: N/A)

The Tenderer shall include an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

##### Equipment (SCORE: N/A)

The Tenderer shall demonstrate ownership or ability to obtain the required key equipment as listed by the procuring entity.

Type of Key Equipment Required	Equipment Capacity	Start Year of Equipment Manufacture	End Year of Equipment Manufacture	Number of Equipment
Crane Car	Ton 4	1992-01-01	2024-10-20	1
Electrical Measurement meters	Megameter, Marti meter	2010-01-01	2024-10-20	1
Bucket Wargon	12 mt Height	1990-01-01	2024-10-20	1

##### Construction Management Strategy (SCORE: N/A)

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

Construction Management Strategy	PROVIDE CONSTRUCTION STRATEGY
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##### Mobilization Schedule (SCORE: N/A)

Tenderers are required to submit Mobilization Schedule for Personnel, Equipment and Materials

Mobilization Schedule	PROVIDE SCHEDULE
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##### Method Statement (SCORE: N/A)

Tenderers are required to submit clear details on how works will be executed and completed in accordance with the proposed program, thereafter upload the document into the system for submission.

## Financial Evaluation

### 1. Priced Bills of Quantities

#### Priced Bill of Quantities (SCORE: N/A)

Tenderers are required to quote each item in the Bills of Quantities as per procuring entity's requirements.



**Section V - BIDDING FORMS**

## **Form of Tender**

*(This form will be available in the system during tender submission)*

## **Bills of Quantities**

*(Format for BoQ submission is available in the system during tender submission)*

## Schedule of Payment Currencies

**For**.....*insert 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.

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

## 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:]

$$P_n = a + bL_n/L_0 + cE_n/E_0 + dM_n/M_0 + \dots$$

where:

“P<sub>n</sub>” 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 CC;

“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<sub>n</sub>”, “E<sub>n</sub>”, “M<sub>n</sub>”, ... 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 30 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L<sub>0</sub>”, “E<sub>0</sub>”, “M<sub>0</sub>”, 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:  $Z_0 / Z_n$ , 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

$Z_n$  = 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**

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
					a: * b: ----- to ---- --* c: ----- to --- ---* d: ----- to ---	a: * b: c: d: e: etc.

						--* e: ----- to --- ---* etc.	
<b>TOTAL</b>							<b>1.00</b>

[\* 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	-	-	-		<b>a: *</b> <b>b: ----- to -</b> <b>-----*</b> <b>c: ----- to -</b> <b>-----*</b> <b>d: ----- to</b> <b>-----*</b> <b>e: ----- to -</b> <b>-----*</b> <b>etc.</b>	<b>a: *</b> <b>b:</b> <b>c:</b> <b>d:</b> <b>e:</b> <b>etc.</b>

[\* 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 Attorney**

*(Form is available in the system during tender submission)*

Tender Securing Declaration or **Tender Security(Bank Guarantee) or Tender Security (Tender Bond)**

*(Form is available in the system during tender submission)*



## TECHNICAL SUBMISSION

1	Personnel	<i>Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be updated in the tenderer profile through the system for each candidate to allow submission of the same during tender application.</i>
2	Equipment	<i>Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed by the Procuring Entity.</i>
3	Site Organization	<p><i>Tenderer shall submit through the system an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.</i></p> <p><i>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.</i></p>
4	Method Statement	<i>Tenderer is required to submit through the system the expected hereunder and to detail clearly how he intends to execute the works and complete the entire work in accordance with the proposed programme.</i>
5	Mobilization Schedule	<p><i>Tenderer is required to submit mobilization schedule as per requirements of the procuring entity.</i></p> <p><i>In accordance with the General</i></p>

		<b><i>Conditions of Contract Sub-Clause 4.1.6, the Contractor shall not carry out mobilization to Site unless the Project Manager gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel, submitted as part of the Tender and agreed as part of the Contract.</i></b>
6	Construction Schedule	<i>The construction schedule shall include the following key milestones: No-objection to the Contractor MSIPs, which collectively form the C-ESMP, in accordance with the General Conditions of Contract Sub-Clause 4.1.6, and Constitution of the DARB.</i>
7	ES Management Strategies and Implementation Plans (ES-MSIP)	<b><i>The Tenderer shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITT 11.1 (g) 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 Tenderer shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.</i></b>
8	Historical Contract Non-Performance, Pending Litigation, Litigation History, and Conformance to Statutory Requirements	<b><i>Tenderers are required to fill and update information concerning non-performing contracts in their system profile to enable submission of the same during tender application.</i></b>
9	Specific Construction and Contract Management Experience	<b><i>Tenderers are required to fill and update information concerning their Specific Construction and Contract Management Experience in their profile to enable submission of the same during tender application.</i></b>
10	Construction Experience in Key Activities	<b><i>Tenderers are required to fill</i></b>

		<p><b>and update information concerning their Construction Experience in Key activities in their profile to enable submission of the same during tender application.</b></p>
11	Specific Experience in Managing ES aspects	<p><b>Tenderers are required to fill and update information concerning their Specific Experience in Managing ES aspects in their profile to enable submission of the same during tender application.</b></p>

## **Financial Situation and Performance**

*(Tenderers are required to fill and update information concerning their financial situation and performance in their profile to enable submission of the same during tender application.)*

## 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**

## **PART 2: WORKS REQUIREMENTS**

## ATTACHMENTS (SPECIFICATIONS AND DRAWINGS)

Tender Number: 88Z1/2024/2025/W/04

List of related files, including specifications, drawings, etc.

LOT NO. 88Z1/2024/2025/W/04

Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street

S/N	Description	File Name	Attachment Type	Download Link
1	Specifications	Specification for Street light - City center 2024.pdf	Specifications	<a href="#">Download</a>



## **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 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 reporting on 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 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, the 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.*

## BILLS OF QUANTITIES

**Lot Description: Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandamti Street**

Code/SN	Description	Unit of Measure	Quantity	Unit Rate	Total
<b>Solar street light Installation</b>					
<b>1.0</b>	<b>PRELIMINARY AND GENERAL ITEM</b>				
1.1	Allow sum for Mobilization / Demobilization.	SUM	1.00		
1.2	Allow sum for Quality Control and Quality assessment	SUM	1.00		
<b>2.0</b>	<b>STREET LIGHTS</b>				
2.4	The Bills of Quantities are to be read in conjunction with specification attached, which shall be taken as mutually explanatory. The general directions and descriptions of work given in the specifications and the drawings are not necessarily repeated in the bill of quantities. Supply, install, test and commission Split Solar Street Lights including Poles, Foundation Base and All Necessary Accessories for Installation for the following requirements; (i) LED Lamp rated 120W, Working Voltage: 12.8V, 196 Lumen per watt, color temperature 5000-6500K (vii) CRI > 70, (ii) High-efficiency 250W, 18V mono crystalline panels grade A, with corrosion resistance Aluminum alloy frame High efficiency mono-crystalline Solar panels. (iii) The light should be equipped with 1536Wh Iron Phosphate Lithium LifePO4 battery with life cycle over 3000 cycles at 80% DOD and 5000 cycles at 50% DOD with more than 10 years lifetime. Charging time 5 – 6 hours, 3- 4 days of autonomy and working temperature ranging from -40°C to 60°C. (iv) MPPT charging controller is highly recommended with high charging efficiency of up to 98% .The MPPT should be monitored by the remote controller with the ability to check the state of the battery, charging history, settle different running slots time and issue diagnostics.	NO	178.00		
2.5	The Bills of Quantities are to be read in conjunction with specification attached, which shall be taken as mutually explanatory. The general directions and descriptions of work given in the specifications and the drawings are not necessarily repeated in the bill of quantities. Supply, install, test and commission Split Solar Street Lights and All Necessary Accessories for Installation for the following requirements; (i) LED Lamp rated 120W, Working Voltage: 12.8V, 196 Lumen per watt, color temperature 5000-	NO	35.00		

	<p>6500K (vii) CRI &gt; 70, (ii) High-efficiency 250W, 18V mono crystalline panels grade A, with corrosion resistance Aluminum alloy frame High efficiency mono-crystalline Solar panels. (iii) The light should be equipped with 1536Wh Iron Phosphate Lithium LifeP04 battery with life cycle over 3000 cycles at 80% DOD and 5000 cycles at 50% DOD with more than 10 years lifetime. Charging time 5 – 6 hours, 3- 4 days of autonomy and working temperature ranging from -40°C to 60°C. (iv) MPPT charging controller is highly recommended with high charging efficiency of up to 98% .The MPPT should be monitored by the remote controller with the ability to check the state of the battery, charging history, settle different running slots time and issue diagnostics.</p>				
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Summary					
<b>1.0 PRELIMINARY AND GENERAL ITEM</b>					<b>0.00</b>
<b>2.0 STREET LIGHTS</b>					<b>0.00</b>
<b>A. Total of Bills</b>					<b>0.00</b>
B. Less Specified Provisional Sum					
C. SUB TOTAL [(A) - (B)]					0.00
D. ADD Provisional Sum of Physical Contingency					0.00
E. SUB TOTAL [(C) + (D)]					0.00
F. ADD Provisional Sum of Variation of Prices					0.00
G. Sub Total [(E) + (F)]					0.00
H. ADD Value Added Tax (VAT) [18% of G]					0.00
<b>I. Bid Price [(A) + (D) +(F) + (H)] Carried to the Form of Tender</b>					<b>0.00</b>



**PART 3 – CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

## **SECTION VIII: GENERAL CONDITIONS OF CONTRACT**

These General Conditions of Contract (GCC), read in conjunction with the particular conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straight forward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

## A: GENERAL

<b>1. Definition</b>	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>a) <b>The Adjudicator</b> is the person appointed jointly by the Employer and the Contractor from the institution 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.</li><li>b) <b>The Arbitrator</b> is the person appointed by the appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 32.</li><li>c) <b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Tender.</li><li>d) <b>Compensation Events</b> are those events provided for in GCC 55.</li><li>e) <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1</li><li>f) <b>Commencement Date</b> 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.</li><li>g) <b>Contract</b> means an agreement entered into between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3.</li><li>h) <b>Contractor</b> is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.</li><li>i) <b>Contractor's Tender</b> is the completed tendering document submitted by the Contractor to the Employer.</li><li>j) <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</li><li>k) <b>Days</b> are calendar days; Months are calendar months.</li><li>l) <b>Day works</b> 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.</li><li>m) <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</li><li>n) <b>The Performance Certificate</b> is the document issued by Project Manager upon correction of defects by the Contractor.</li><li>o) <b>The Defects Notification Period</b> is the period calculated from the Completion Date. The Defects Notification Period is as indicated in the SCC.</li><li>p) <b>Drawings</b> 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.</li><li>q) <b>Effective Contract date</b> is the date shown in the notice of Contract Commencement issued by the Employer upon fulfilment of the conditions precedent stipulated in Clause 3 of the GCC.</li><li>r) The <b>Employer</b> is the person named as employer in the SCC and the legal successors in title to this person.</li><li>s) <b>Equipment</b> is the Contractor's machinery and vehicles</li></ul>
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brought to the Site to execute the Works.

- t) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- 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.
- v) **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is determined based on the number of days 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.
- w) **Materials** are all supplies, including consumables, used by the Contractor for execution of the Works.
- x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- y) The **Project Manager** is the person (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 and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.
- z) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
  - 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.
  - 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.
  - 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.
- dd) The **Site** is the area where works are to be executed as specified in the SCC.

		<p>ee) <b>Site Investigation Reports</b> 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 <b>GCC 18.1</b> .</p> <p>ff) <b>Specification</b> 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 <b>Start Date</b> is given in the <b>SCC</b>. 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 <b>Subcontractor</b> 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) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>jj) A <b>Variation</b> is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>kk) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the <b>SCC</b>.</p> <p>ll) "<b>Base Date</b>" means the date 28 days prior to the latest date for submission of the Tender.</p>
<b>2. Interpretation</b>	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 <b>SCC</b> , 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"> <li>a) Form of Agreement,</li> <li>b) Letter of Acceptance</li> <li>c) Special Conditions of Contract,</li> <li>d) General Conditions of Contract,</li> <li>e) Specifications,</li> <li>f) Drawings,</li> <li>g) Bill of Quantities,</li> <li>h) Completed Schedule (including Price Schedule)</li> <li>i) Any other document listed in the <b>SCC</b> as forming part of the Contract.[ This should be shown as Appendices: From Appendix 1 - Appendix nth]</li> </ul>
<b>3. Conditions Precedent to contract effectiveness</b>	3.1	Having signed the Contract, it shall come into effect on the Contractor fulfilling the conditions precedent specified in the <b>SCC</b> .
	3.2	If the Condition(s) precedent stipulated on <b>GCC 3.1</b> is/are not met by the date specified in the <b>SCC</b> 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.
<b>4. Language and Law</b>	4.1	The language of the Contract and the law governing the Contract are stated in the <b>SCC</b> .
<b>5. Confidentiality</b>	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.
<b>6. Project Manager's Role</b>	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.
<b>7. Delegation</b>	7.1	Unless otherwise <b>specified in the SCC</b> , 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
<b>8. Communications</b>	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 <b>SCC</b> . Contractor's address details shall be available in the section of Contract Finalization Information during contract preparation stage after award of contract.
<b>9. Subcontracting</b>	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.
<b>10. Assignment</b>	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.
<b>11. Liability of Joint Venture</b>	11.1	If the Contractor constitutes a <b>JVCA</b> , consortium or other unincorporated grouping of two or more persons: a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract; b) These persons shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
<b>12. Other Contractors</b>	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 <b>SCC</b> . 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
<b>13. Personnel</b>	13.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the <b>SCC</b> , 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.
<b>14. Employer's and Contractor's Risks</b>	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.
<b>15. Employer's Risks</b>	15.1	From the Start Date until the Performance Certificate has been issued, the following are Employer's risks:  (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:  (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or  (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. (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.
	15.2	From the Completion Date until the Performance 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:  (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
<b>16. Contractor's Risks</b>	16.1	From the Starting Date until the Performance 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.
<b>17. Insurance</b>	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 Notification Period, in the amounts and deductibles, Unless otherwise stated in the SCC for the following events which are due to the Contractor's risks:  (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.
<b>18. Site Investigation Reports</b>	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.
<b>19. Queries about Implementation of Contract</b>	19.1	The Project Manager will clarify queries on all contractual matters.
<b>20. Contractor to execute the Works</b>	20.1	The Contractor shall execute and install the Works in accordance with the specifications and drawings.
<b>21. Commencement and Completion of the Works</b>	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 Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
<b>22. Approval by the Project Manager</b>	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.
	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.
<b>23. Protection of the Environment</b>	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"> <li>(a) protect the environment (both on and off the Site); and</li> <li>b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.</li> </ul>
	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
<b>24. Labour Laws</b>	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.
<b>25. Taxes and Duties</b>	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 <b>SCC</b> .
<b>26. Health and Safety</b>	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 program and any other pandemic, and shall take other such measures as specified in the <b>SCC</b> to reduce the risk of transfer of HIV between and among Contractor personnel, the Employers Staff and the surrounding community.
<b>27. Archaeological and Geological Findings</b>	27.1	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: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and</li> <li>(c) implement any other action consistent with the requirements of the Specification and relevant laws.</li> </ul>
	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.
<b>28. Possession of the Site</b>	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 <b>SCC</b> , the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.
<b>29. Access to the Site</b>	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.
<b>30. Instructions, Inspections and Audits</b>	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
<b>31. Disputes Resolution</b>	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 <b>SCC</b> within the time specified in the <b>SCC</b>
<b>32. Procedure for disputes</b>	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 <b>SCC</b> 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 <b>SCC</b> .
<b>33. Fees and Costs of Adjudicator</b>	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.
<b>34. Replacement of Adjudicator</b>	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.
<b>35. Security of the Site</b>	35.1	Unless otherwise stated in the <b>SCC</b> , 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

<b>36. Programme</b>	36.1	Within the time stated in the <b>SCC</b> , the Contractor shall submit to the Project Manager for approval 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 <b>stated in the SCC</b> . If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount <b>stated in the SCC</b> 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 <b>SCC</b> , each progress report shall include the Environmental and Social (ES) metrics set out in Appendix A
	36.6	<p>Unless otherwise stated in the <b>SCC</b>, 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>
<b>37. Extension of the Intended Completion Date</b>	37.1	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.
	37.2	The Project Manager, in Consultation with the Employer, shall,



		within <b>twenty one (21) days</b> 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.
	37.3	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.
<b>38. Acceleration</b>	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.
<b>39. Delays Ordered by the Project Manager</b>	<b>39.1</b>	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
	<b>39.2</b>	During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	<b>39.3</b>	The Project Manager may also notify the cause for the suspension.
<b>40. Management Meetings</b>	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.
<b>41. Early Warning Notice</b>	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

<b>42. Identifying Defects</b>	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.
<b>43. Tests</b>	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.
<b>44. Correction of Defects</b>	44.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Notification 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.
<b>45. Extension of Defect Notification Period</b>	45.1	The Defects Notification Period may be extended by the Project Manager for as long as defects remain to be corrected.
<b>46. Uncorrected Defects</b>	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

<b>47. Bill of Quantities</b>	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.
<b>48. Changes in the Quantities</b>	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.
<b>49. Variations</b>	49.1	All Variations shall be included in updated Work Programmes produced by the Contractor.
<b>50. Payments for Variations</b>	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.
<b>51. Cash Flow Forecasts</b>	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.
<b>52. Payment Certificates</b>	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.
	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.
<b>53. Payments</b>	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.
<b>54. Currencies</b>	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.
<b>55. Compensation Events</b>	55.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date as per <b>GCC 28.1</b>.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(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.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than</li> </ul>

		<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Employer's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the SCC.</p>
	55.2	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.
	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.
	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
<b>56. Effect of Changes in Tax Laws</b>	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 <b>GCC 50</b> .
	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.
<b>57. Price Adjustment</b>	57.1	If applicable and stated in <b>SCC</b> , the amounts payable to the Contractor, pursuant to <b>GCC53.1</b> 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> $P_n = a + bL_n/L_o + cE_n/E_o + dM_n/M_o + \dots$ <p>where:</p> <p>“P<sub>n</sub>” 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 <b>SCC</b> ;</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<sub>n</sub>”, “E<sub>n</sub>”, “M<sub>n</sub>”, ... 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 30 days prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>“L<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”, ... 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> <p>If the currency in which the Contract Price P<sub>0</sub> is expressed is different from the currency of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price.</p> <p>The correction factor shall be: Z<sub>0</sub>/Z<sub>n</sub>, where:</p> <p>Z<sub>0</sub> = 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</p> <p>Z<sub>n</sub> = 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.</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 <math>F = P_o \times (P_n - 1)</math></p> <p>P<sub>o</sub> = The value of work certified by the Project Manager in any monthly Interim or Final Certificate in the relevant currency of payment.</p>
57.5		<p>The sources of indices shall be those listed in the <b>Appendix to Tender</b>, 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 <b>Appendix to Tender</b>, which shall be subject to approval by the Project Manager.</p>

	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 <b>GCC 21.1</b> 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 <b>GCC 37.1</b> 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 <b>Appendix to Tender</b> 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 <b>GCC 49</b> or for any other reason.
<b>58. Retention</b>	58.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the <b>SCC</b> . The total amount of retention shall not exceed the amount specified in the <b>SCC</b> .
	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 Notification 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 Section X: Contract Forms
<b>59. Liquidated Damages</b>	59.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the <b>SCC</b> 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 <b>SCC</b> . 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 <b>GCC 53.1</b>
	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 <b>GCC 59.1</b>
<b>60. Bonus for early completion</b>	60.1	The Contractor may be paid a Bonus calculated at the rate per calendar day stated in the <b>SCC</b> 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.
<b>61. Advance Payment</b>	61.1	The Employer shall make advance payment to the Contractor of the amounts stated in the <b>SCC</b> by the date stated in the <b>SCC</b> , 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.
<b>62. Performance Securities</b>	62.1	The Performance Security and Environmental and Social (ES) Performance Security or Performance Securing Declaration as stated in the <b>SCC</b> 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 <b>SCC</b> .
	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.
<b>63. Day works</b>	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.
<b>64. Cost of Repairs</b>	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 Notification 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

65. Taking Over Certificate	65.1	The Contractor shall request the Project Manager to issue a Taking Over Certificate 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 Taking Over Certificate 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 Notification 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 Performance 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 <b>clause 66 of the GCC</b> , 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	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>d) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager’s certificate;</li> <li>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.;</li> <li>f) where the Contractor fails to maintain the required Performance Security pursuant to <b>GCC 62.2</b>;</li> <li>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.</li> <li>h) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this paragraph:</p> <p><b>“corrupt practice</b> 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><b>“coercive practice”</b> 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><b>“collusive practice”</b> means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of another party;</p> <p><b>“fraudulent practice”</b> means a misrepresentation of facts in order to</p>

		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; <b>“obstructive practice”</b> means acts intended to materially impede access to required information in exercising a duty under this Contract;
	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.
<b>70. Payment upon Termination</b>	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 <b>SCC</b> . 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.
<b>71. Property</b>	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,
<b>72. Suspension of Financing</b>	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: (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.
<b>73. Force Majeure</b>	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 (14) 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 endeavour 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 <b>GCC 73.2</b> the Affected Party must, as soon as reasonably practicable recommence 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.
<b>74. Release from Performance</b>	74.1	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.
		Upon certification by the Project Manager pursuant to <b>GCC74.1</b> , 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.

## 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**



## SECTION IX: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of the Contract(GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC Clause	Required Information/Data	GCC Clause	Data/Information to be supplied
<b>A. General</b>			
1.	Adjudicator's Appointing Authority	1.1(a)	National Construction Council (NCC)
2.	Arbitrator Appointing Authority	1.1(b)	NCC
3.	Defects Notification Period	1.1(o)	30 days
4.	Employer's Name	1.1(r)	DAR ES SALAAM CITY COUNCIL P.O BOX 20950
5.	Expected Completion Period	1.1(v)	60 days from the date of contract signing.
6.	Site Location	1.1 (dd)	DAR ES SALAAM CITY COUNCIL
7.	Contract Start Date	1.1(gg)	14/11/2024
8.	Description of Works	1.1(kk)	Solar street lights installation for Pemba Street, Mafia Street, Pugu Mnadani, Baraka Obama, Magogoni, Kichanga Chui, Lumumba, Pangani- Kasulu, Stesheni bus Stand, Kivule Hospital and Tandanti Street
9.	Sectional Completion of the Works	2.2	Not Applicable.
10.	Other Documents Forming the Contract	2.3(i)	Additional documents forming part of the contract: MANUFACTURE AUTHORISATION DOCUMENT.
11.	Conditions Precedent	3.1	Not Applicable
12.	Voidance of contract due to ineffectiveness	3.2	15 days after contract signing.
13.	Language of Contract	4.1	English
14.	Law of Contract	4.1	Laws of Tanzania.
15.	Delegation by Project Manager	7.1	Not Applicable.
16.	Address for Communications for Employer.	8.1	CITY DIRECTOR DAR ES SALAAM CITY COUNCIL P.O BOX 20950
17.	Schedule of Other Contractors	12.1	Not Applicable
18.	Schedule of Key Personnel	13.1	ELECTRICAL ENGINEER, ELECTRICAL TECHNICIAN
19.	Minimum Insurance covers	17.1	The minimum insurance covers shall be: a) Loss of or damage to the Works, Plant, and Materials TZS 100000 b) Loss of or damage to Equipment TZS 100,000.00 c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract TZS 100,000.00 d) Personal injury or death TZS 500,000.00
20.	Site Investigation Reports	18.1	The Contractor shall, in executing the contract, rely on the following Site Investigation Reports; NONE
21.	Tax Payment Status	25.1	List of Exempted Taxes: NONE.
22.	HIV Aids Awareness Programme	26.4	The Contractor shall conduct an HIV-AIDS awareness program and any other pandemic, and shall take other such measures as specified below;Provision of HIV/AIDS Awareness Campaign to the site staff, labourers and local communities

23.	Site Possession Date	28.1	The Employer shall give possession of all parts of the Site to the Contractor by 3 DAYS AFTER CONTRACT SIGNING .
24.	Adjudicator's Name	31.2	Any unsolved dispute may be referred by either party to an adjudicator named: NCC
25.	Time for Referring the Matter for Adjudication	31.2	Any unsolved dispute may be referred by either party to an adjudicator within 7 days after occurrence.
26.	Timeframe for Reference to Arbitration	32.2	If either Party is dissatisfied with the Adjudicator's decision may, within 7 days refer the dispute for arbitration.
27.	Institution and Place of Arbitration	32.3	DAR ES SALAAM, TANZANIA
28.	Responsibility for Site Security	35.1	Contractor's

**B. Time control**

29.	Time for Submission of Works Programme	<b>36.1</b>	7 Days
30.	Period for Programme Update	<b>36.2</b>	30 Days
31.	Penalty for Failure to Update Programme	<b>36.2</b>	TZS 1,000,000.00
32.	Environmental and Social (ES) Progress Report	<b>36.5</b>	Not Applicable Not Applicable
33.	Reporting Incidents of ES Violation	<b>36.6</b>	NOT_APPLICABLE

**C. Quality Control**

34.	Defects Liability Period	<b>44.1</b>	100 Days
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### D. Cost Control

SCC. No	Condition	GCC Clause	Data/Information to be Supplied
35.	Minimum Amount of Interim Payment Certificate	52.7	The minimum amount of Interim Payment Certificate will be 10% of the Accepted Contract Price
36.	Currency of Payment	54.1	The currency of payment shall be The Tanzanian Shilling.
37.	Other Compensation Events	55.1(1)	Not Applicable
38.	Price Adjustment	57.1	Price is Fixed
39.	The percentage amount of Retention	58.1	The amount of retention is 5 percent of the value of the Interim Payment Certificate.
40.	Limit of Retention Money	58.1	The limit of retention will be 5 percent of the Accepted Contract Price.
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 and Maximum Amount of Liquidated Damages	59.1	The rate of liquidated damages shall be 0.1 percent of the cost of the contract sum for works for every day of delay to a maximum of 10% of the contract sum.
43.	Bonus for early completion	60.1	Not Applicable
44.	The amount for Advance Payment	61.1	The Advance Payment shall be limited to 10 Percent of the Contract Amount payable upon submission of unconditional Advance Payment Bank Guarantee.
45.	Performance Security/ Performance Securing Declaration	62.1	Performance Security type is Performance Securing Declaration
46.	Environmental and Social Performance Security	62.1	Not Applicable

### **E. Discharge of Contract**

47.	Time for Handover of Site	66.1	20/01/2025
48.	Handover of As-built Drawings and Operating Manuals	68.1	APPLICABLE Days
49.	Amount to be Withheld for Failure to Submit As-Built Drawings and Operating Manuals	68.2	Not Applicable.
50.	Number of Days for Maximum Liquidated Damage to be Paid	69.2(g)	100 days
51.	Percentage to Apply (deduction) to the Value of Work not Completed at the Time of termination of contract because of fundamental breach by the Contractor	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 50 Percent.

**SECTION X: CONTRACT FORMS**

**NOTICE OF INTENTION TO AWARD A CONTRACT**

*[Letterhead 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 FOR TENDER NUMBER** *[insertNo of contract]* **FOR** *[insertdescription]*

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 reasons [\[1\]](#)<sup>1</sup>

1) .....

2) .....

Be informed that, you have three (3) working days from the date of this letter, within which to submit for administrative review any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender. 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 NeST.

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: .....

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[\[1\]](#) <sup>1</sup>Insert 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 as justifiable reasons to turn down the offer given by the tenderer.

**LETTER OF ACCEPTANCE**

*[letterhead 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 *[insert date]* for execution of the *[name of the Contract and identification number, as given in the CC]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Procuring Entity.

*In the case of Sole Member of Dispute Avoidance and Resolution Board*

- (a) We accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Avoidance and Resolution Board

OR

- (b) We do not accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Avoidance and Resolution 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 Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers. [\[1\]](#)

*In the case of Three Members of Dispute Avoidance and Resolution Board*

- (a) We accept that 1..... 2..... and 3..... *[names proposed by Tenderer]* be appointed as Members of Dispute Avoidance and Resolution Board

OR

- (b) We do not accept that 1..... 2..... and 3..... *[names proposed by Tenderer]* be appointed as Members of Dispute Avoidance and Resolution 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 Members of Dispute Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers. [\[2\]](#)

You are requested 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 14 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 X, Contract Forms, of the Tendering Documents

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of PE: \_\_\_\_\_

**Attachment: Contract**

[\[1\]](#) 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 Conditions of Contract]* to appoint the



Adjudicator in accordance with Clause 44 of the Instructions to Tenderers.”

[2] To be used only if the Contractor disagrees in the Tender with the Members of DARB 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 Members of DARB in accordance with Clause 44 of the Instructions to Tenderers.”

**FORM OF AGREEMENT**

Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of... of the Government of [insert\_name\_of\_Country\_of\_Purchaser], or corporation incorporated under the laws of [insert\_name\_of\_Country\_of\_Purchaser]]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier 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 shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

**SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:**

<p><b>THE PROCURING ENTITY</b>  <b>Name:</b> .....  <i>(Authorized Representative)</i>  <b>Designation:</b> .....  <b>Signature:</b> .....  <b>Date:</b> .....</p> <p><b>WITNESS</b>  <b>Name:</b> .....</p>	<p><b>THE CONTRACTOR</b>  <b>Name:</b> .....  <i>(Authorized Representative)</i>  <b>Designation:</b> .....  <b>Signature:</b> .....  <b>Date:</b> .....</p> <p><b>WITNESS</b>  <b>Name:</b> .....</p>
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**Designation:** .....  
**Signature:**.....

**Designation:** .....  
**Signature:**.....

**PERFORMANCEBANK GUARANTEE [UNCONDITIONAL]**

[The **bank/successful Tenderer** providing theGuarantee shall fill in this form in accordance with the instructions indicatedin brackets, if the Employer requires this type of security.]

*[insert bank's name, andaddress of issuing branch or office]*

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

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insertPerformance Guarantee number]*

Wehave been informed that *[insert name ofContractor]* (hereinafter called "the Contractor") has beenawarded Contract No. *[insert referencenumber of the Contract]* dated *[insert date]* with you, for theexecution of *[insert name of Contract andbrief description of Works]* (hereinafter called "the Contract").

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

Atthe request of the Contractor, we *[insertname of Bank]* hereby irrevocably undertake to pay you any sum or sums notexceeding in total an amount of *[insertamount in figures]* (*[insert amount inwords]*), such sum being payable in the types and proportions of currenciesin which the Contract Price is payable, upon receipt by us of your first demandin writing accompanied by a written statement stating that the Contractor is inbreach of its obligation(s) under the Contract, without your needing to proveor to show grounds for your demand or the sum specified therein.

Thisguarantee shall expire no later than twenty-eight days from the date ofissuance of the Taking-Over Certificate, calculated based on a copy of suchCertificate which shall be provided to us, or on the *[insert number]* day of *[insert month],[insert year]*, whicheveroccurs first. Consequently, any demandfor payment under this guarantee must be received by us at this office on orbefore that date.

*[signature(s) of an authorizedrepresentative(s) of the Bank]*

*[seal of the Bank]*

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

## PERFORMANCE BOND

*[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]*

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, 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 Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* 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 there under, 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 the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or
- (3) pay the Employer the amount required by the 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 issuance 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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*  
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*  
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*  
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

**ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY**

**ES Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_ [Insert date of issue]*

**ES 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 \_\_\_\_\_(), <sup>1</sup> 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... <sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

Your truly,  
Signature and seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>1</sup> 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.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in CC Clause 11.9. 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**  
**Demand Guarantee**

*[Guarant or letterhead or SWIFT identifier code]*

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

**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 Supplier, 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 *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (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]* 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 toward delivery of Goods; 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 ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[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 Purchaser.*