



UNITED REPUBLIC OF TANZANIA
PRESIDENTS' OFFICE, REGIONAL ADMINISTRATION
AND LOCAL GOVERNMENT



MADABA DISTRICT COUNCIL

CONTRACT DOCUMENT

FOR

**CONSTRUCTION OF THREE IN ONE SEMI DETACHED
STAFF HOUSE URBAN TYPE AT MADABA DISTRICT
HOSPITAL**

Tender No. *LGA/182/HQ/W/2021-2022/02*

EMPLOYER
DISTRICT EXECUTIVE DIRECTOR
P.O. BOX 10
MADABA

CONTRACTOR
MACVERE CONSTRUCTION
ENGINEERING LTD
P.O. BOX 105093
DAR ES SAALAM

DECEMBER 2021

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SECTION I: INVITATION FOR TENDERS



UNITED REPUBLIC OF TANZANIA
PRESIDENTS' OFFICE, REGIONAL ADMINISTRATION
AND LOCAL GOVERNMENT



MADABA DISTRICT COUNCIL

TENDER DOCUMENT

FOR

CONSTRUCTION OF THREE IN ONE SEMI DETACHED STAFF HOUSE
URBAN TYPE AT MADABA DISTRICT HOSPITAL

Tender No. *LGA/182/HQ/W/2021-2022/02*

Invitation for Tenders

Date: 10/12/2012

1. The Government of the United Republic of Tanzania has set aside funds for the operation of the Madaba District Council during the financial year 2021-2022. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Construction of three in one detached staff house urban type at Madaba District Hospital
2. The Madaba District Council now invites sealed Tenders from eligible contractors registered or capable of being registered in CLASS VII for carrying out the specific project.
3. Tendering will be conducted through the NATIONAL COMPETATIVE BIDDING specified in the Public Procurement Regulations, Government Notice No.446 of 2013 and is open to all Tenderers as defined in the Regulations unless otherwise stated in the Tender Data Sheet

4. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the Secretary of the Tender Board, P.O Box 10, Madaba from 07.30 AM to 03.30 PM on Mondays to Fridays inclusive except on public holidays.
5. All Tenders must be accompanied by a Tender securing declaration in the format provided in the Tendering documents unless otherwise stated in the Tender Data Sheet.
7. All Tenders in one original plus 2- Copies, properly filled in, and enclosed in plain envelopes must be delivered to the address *Secretary of Tender Board, P.O Box 10-Madaba, Pmu-Office* at or before 16.12.2021, 03.30 PM . Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the Madaba District Executive Directors Hall
8. Late Tenders portion of Tenders, electronic Tenders, and Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.



SAJIDU MOHAMED
DISTRICT EXECUTIVE DIRECTOR
MADABA

.Form of Contract Agreement

This Agreement, made th 31st daya of December 2021 between Madaba District Council of p.o.box 10 (hereinafter caled" the employer") and Macvere construction engineering limited of p,o.box 105093 Dar es salaam(hereinafter called" the contractor" of the part.

Whereas the Employer is desirous that the contractor execute LGA/182/HQ/W/2021-2022/02. Construcion of three in on semidetached staff house urban type at Madaba District Hospital (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tzs 89,257,000 Eighty nine million two hundred fifty seven thousand only (hereinafter called "Contract Price")

And all parties, The CLIENT and CONTRACT we agree that, This contract is **for 120 days (4 month)** from the day of signing this contract **31 day of December, 2021 to 31 day of April 2022.**

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter Mentioned, the Contractor hereby covenants with the Employer to excute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the Secretary of the Tender Board, P.O Box 10, Madaba from 07.30 AM to 03.30 PM on Mondays to Fridays inclusive except on public holidays.
5. All Tenders must be accompanied by a Tender securing declaration in the format provided in the Tendering documents unless otherwise stated in the Tender Data Sheet.
7. All Tenders in one original plus 2- Copies, properly filled in, and enclosed in plain envelopes must be delivered to the address *Secretary of Tender Board, P.O Box 10-Madaba, Pmu-Office* at or before 16.12.2021, 03.30 PM . Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the Madaba District Executive Directors Hall
8. Late Tenders portion of Tenders, electronic Tenders, and Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.



SAJIDU MOHAMED
DISTRICT EXECUTIVE DIRECTOR
MADABA

3. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of Madaba District Council

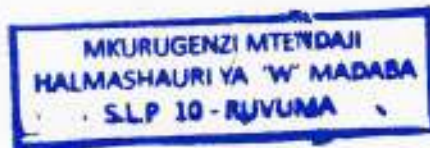
FOR CLIENT

Name: SAJIDDU MOHAMED

Signature.....

Title: District executive director

P o box 10
MADABA



IN THE PRESENCE OF

TEOFANES MLELWA

.....

Title Council Chair Person

P o box 10
MADABA

FOR CONTRACTOR

Name ISSA MAGGIDI

Signature.....

Title Managing Director

P o box 105093

DAR ES SALAAM



IN THE PRESENCE OF

BUNDALA LEONARD LIMBU

.....

Title Chief Operational Officer

P o box 105093

DAR ES SALAAM



UNITED REPUBLIC OF TANZANIA

**PRESIDENTS' OFFICE, REGIONAL ADMINISTRATION
AND LOCAL GOVERNMENT**

MADABA DISTRICT COUNCIL



REF.MDC/B.10/78
MACVERE CONSTRUCTION ENGINEERING LTD
P O BOX 105093
DAR ES SALAAM

29/12/2021

**RE: CONSTRUCTION OF THREE IN ONE SEMI DETACHED STAFF HOUSE
URBAN TYPE AT MADABA DISTRICT HOSPITAL**

SUB: Letter of Acceptance

The heading above concered

This is to notify you, that your tender number LGA/182/HQ/W/2021-2022 /02 for construction of Emergency Medical Department (EMD) at Madaba District Hospital for the contact price of Tzs 98,257,000 ninty eight millon ,two hundred fifty seven thousand only, Is hereby accepted by us (Madaba District Council)

You are hereby invited within 2 days to sign the agreement and proced with the execution of the said contract for the construction of three in one semi detached staff house urban type at Madaba District Hospital.in madaba district council and in acordance with the contract document.

Authorized Signature.....

Name of the signatory	SAJIDDU MOHAMEDI
Titte of signatory	District Executive Director
Procurement Entity	MADABA DISTRICT COUNCIL

SBD-C-STBC
Authorized by:PPRA

Version 12/2018
Net Review 06/2019

SECTION II: INSTRUCTIONS TO TENDERERS

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A. Introduction

1. Scope of Tender	1.1	The Procuring Entity (PE) as indicated in the Tender Data Sheet (TDS) invites Tenders for the construction of works, as described in the TDS . The name and identification number of the Contract is provided in the Special Conditions of Contract.
	1.2	The successful Tenderer will be expected to complete the Works within the period stated in the TDS from the start Date specified in the TDS .
	1.3	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the General Conditions of Contract.
2. Source of Funds	2.1	<p>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.</p> <p>Or</p> <p>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.</p>
	2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the PE to service pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligibility of Tenderers	3.1	<p>A Tenderer may be a natural person, private Entity, government-owned Entity, subject to ITT 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association.</p> <p>In the case of a joint venture, consortium, or association, unless</p>

		<p>one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) Are 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 to be purchased under this Invitation for Tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tenders; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.
	3.8	<p>Firms and individuals may be ineligible if -</p> <ul style="list-style-type: none"> (a) such person is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favour of the person, company or firm is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such person, company or firm 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

		<p>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 section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, 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 company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
	3.9	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the Public authority under public financed project shall be permitted to Tender or submit a proposal for the procurement of goods or works under the project.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.
4. One Tender per Tenderer	4.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
	4.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.

		<p>otherwise specified in the TDS, all parties shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as specified in TDS, and no shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a joint venture, consortium, or association.</p>
	3.2	<p>The appointment of a Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE.</p>
	3.3	<p>Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.</p>
	3.4	<p>Any Tender from a joint venture, consortium or association 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.</p>
	3.5	<p>The invitation for Tenders is open to all Tenderers as defined in the Public Procurement Regulations, 2013 - Government Notice No. 446, and Public Procurement (Amendment) Regulations, 2016 Government Notice No. 333 except as provided hereinafter.</p>
	3.6	<p>National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from the 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. Foreign firms shall be required to submit confirmation of eligibility from Tanzanian statutory body at the time of submission.</p>
	3.7	<p>A Tender shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with</p>

	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 proposals in which the Tenderer has participated to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Cap 410.
6. Site Visit and Pre-Tender Meeting	6.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain for itself 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 PE may conduct a site visit and a pre-Tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
	6.3	The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the TDS.
	6.4	The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication or by cable, to reach the PE before pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with ITT 6.5.
	6.5	Minutes of the pre-tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-tender meeting, will be transmitted within three (3) working days to all purchasers of the tendering documents. Any modification of the Tendering Documents listed in ITT 7.1 [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 and not through the minutes of the pre-Tender

		meeting.
	6.6	Non attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer
		B. Tendering Documents
7. Content of Tendering Documents		<p>In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 include;</p> <p>Section II Instructions to Tenderers;</p> <p>Section III TDS;</p> <p>Section IV General Conditions of Contract;</p> <p>Section V Special Conditions of Contract;</p> <p>Section VI Specifications;</p> <p>Section VII Drawings;</p> <p>Section VIII Bill of Quantities;</p> <p>Section IX Tender Forms;</p> <ul style="list-style-type: none"> • Form of Tender and Appendix to Tender; • Form of Qualification Information; • Letter of acceptance; • Form of Agreement; <p>Section X Forms of Security;</p> <ul style="list-style-type: none"> • Tender Security Form or Tender Securing Declaration Form; • Performance Security Form; • Bank Guarantee for Advance Payment Form; <p>Section XI. Form of Integrity.</p>
	7.2	The number of copies to be completed and returned with the Tender is specified in the TDS.
	7.3	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 above, said Tendering Documents will take precedence.

	7.4	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Tender Board.
	7.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8. Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE in writing or in electronic forms that provide record of the content of communication at the PE's address indicated in the TDS.
	8.2	The PE will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than the Seven (7) days prior to the deadline for the submission of competitive Tenders prescribed in ITT 21.1 [Deadline for Submission of Tenders] and in the case of non-competitive methods, three (3) days prior to the deadline.
	8.3	Copies of the PE's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
	8.4	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].
9. Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, The PE for any reason, whether at its own initiative or in response to clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated in writing or in electronic forms that provide

		record of the content of communication to Tenderers to which the PE provided the Tendering Documents.
	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 shall extend, as necessary, the deadline for submission of tenders, in accordance with ITT 21.2 [Deadline for Submission of Tenders]
		C. Preparation of Tenders
10. Language of Tender	10.1	The tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the Tender language stipulated in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the tender, the translation shall prevail.
11. Documents Constituting the Tender	11.1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) The Form of Tender and Tender Price completed in accordance with ITTs 13 [Forms of Tender], 14 [Tender Prices], and 15 [Tender Currencies]; b) Information requested by ITT 12 [Document Establishing Eligibility and Qualifications of the Tenderer]; c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers ITT 17 [Tender Security]; d) Priced Bill of Quantities; e) Forms of Qualification Information and Documents; f) Alternative offers where invited in accordance with Instructions to Tenderers ITT 18 [Alternative Tenders by Tenderers]; g) Dully Notarised power of attorney authorizing signatory of the Tender to commit the Tenderer in accordance with ITT 19 [Format and Signing of Tender]; and h) Any other document required in the TDS.

12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to ITT 11 [Documents Constituting the Tender], the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their 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 IX - Forms of Tender - Forms of Qualification Information.
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, all Tenderers shall include the following information and documents specified in Section IX - Forms of Tender: Form of Qualification Information.
	12.4	To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in Section IX - Forms of Tender - Form of Qualification Information.
	12.5	The scores for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualification, however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria Average Annual Turnover, Experience and Financial Capability (liquid assets, unencumbered real assets, lines of credit, and other financial means) for an individual Tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria.
	12.6	Domestic Tenderers and joint ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in Tender evaluation shall supply all information to satisfy the criteria for eligibility as described in ITT 32 [National and Exclusive Preferences].

	12.7	<p>When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) Experience; c) financial capability; d) personnel capabilities; and e) equipment capabilities. <p>In case the Tenderer fails to fully meet any of these criteria, may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
13. Slices and Package	13.1	<p>When tendering for more than one contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being tendered in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) particular experience including key production rates; c) financial means; d) personnel capabilities; and e) Equipment capabilities.
	13.2	<p>In case the Tenderer fails to fully meet any of these criteria, may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
14. Forms of Tender	14.1	<p>The Tenderer shall complete the Tender Form furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.</p>
	14.2	<p>The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 3 [Eligibility of Tenderers].</p>
15. Tender Prices	15.1	<p>The Contract price shall be for the whole Works, as described in ITT 1.1 [Scope of Tender], based on the priced Bill of Quantities submitted by the Tenderer.</p>

	12.7	<p>When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) Experience; c) financial capability; d) personnel capabilities; and e) equipment capabilities. <p>In case the Tenderer fails to fully meet any of these criteria, may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
13. Slices and Package	13.1	<p>When tendering for more than one contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being tendered in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) particular experience including key production rates; c) financial means; d) personnel capabilities; and e) Equipment capabilities.
	13.2	<p>In case the Tenderer fails to fully meet any of these criteria, may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
14. Forms of Tender	14.1	<p>The Tenderer shall complete the Tender Form furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.</p>
	14.2	<p>The documentary evidence of the Tenderer's eligibility to tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 3 [Eligibility of Tenderers].</p>
15. Tender Prices	15.1	<p>The Contract price shall be for the whole Works, as described in ITT 1.1 [Scope of Tender], based on the priced Bill of Materials and Quantities submitted by the Tenderer.</p>

	15.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. On the other hand, if the Tenderer introduces new Bill of Quantities items not specified in the Tendering documents the new items corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.
	15.3	All duties, taxes, and other levies payable by the Contractor under the Contract as provided in the TDS, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.
	15.4	<p>The rates and price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the TDS and SCC and the provisions of GCC 49. The Tenderer shall submit with the Tender all the information required under the SCC and GCC 49.</p> <p>The PE may require the Tenderer to justify its proposed weighting.</p>
16. Tender Currencies	16.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or in Foreign currencies or both as indicated in TDS.
	16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the authority specified in the TDS prevailing on the date 28 days prior to the latest deadline for submission of Tenders.
	16.3	If the Tenderer uses other rates of exchange, the provisions of ITT 30.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITT 16.1 [Tender Currencies].
17. Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the TDS after the deadline for Tender submission Specified in ITT 2 [Deadline for Submission of Tenders]. A Tender valid for shorter period shall be rejected by the PE as non responsive.

	17.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 18 [Tender Security] in all respects.
	17.3	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 contract price may be adjusted by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
18. Tender Security	18.1	Pursuant to ITT 12 [Documents Constituting the Tender], unless otherwise specified in the TDS, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section X-Forms of Securities.
	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 ITT 18.10.
	18.3	The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm of their choice located in any eligible country, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;

		<p>b) a cashier's or certified cheque;</p> <p>c) another security if indicated in the TDS.</p>
	18.4	The Tender Security shall be in accordance with the Form of the Tender Security included in Section X [Forms of Securities] or another form approved by the PE prior to the Tender submission.
	18.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 18.9 are invoked.
	18.6	Any Tender not accompanied by a Tender Security in accordance with ITTs 18.1 or 18.3 [Tender Security] shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
	18.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT 40 [Signing of Contract]. The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (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 solicitation 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 solicitation documents stipulate that no such withdrawal is permitted.
	18.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to ITT 39, and furnishing the performance security, pursuant to ITT 40.
	18.9	The Tender Security or the Tender Securing Declaration of a joint venture, consortium or association shall be in the name of the joint venture, consortium or association that submits the Tender. If the joint venture, consortium or association has not

		been constituted into a legally-enforceable joint venture, consortium or association, at the time of Tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners.
	18.1	<p>The Tender Security may be forfeited:</p> <p>a) if a Tenderer;</p> <p>i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>ii) does not accept the correction of errors pursuant to ITT 28.3 [Correction of Errors]; or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails:</p> <p>i) to sign the contract in accordance with ITT 40 [Signing of Contract]; or</p> <p>ii) to furnish performance security in accordance with ITT 41 [Performance Security].</p>
	18.11	The Tender Security of a joint venture must be in the name of the joint venture submitting the Tender.
	18.12	<p>A Tenderer shall be suspended from being eligible for Tendering in any contract with the PE for the period of time indicated in the Tender Security:</p> <p>(a) if the Tenderer withdraws its Tender, except as provided in ITTs 17.2 [Tender Validity Period] and 29.2 [Correction of Errors]; or</p> <p>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:</p> <p>(i) sign the contract; or</p> <p>(ii) furnish the required performance security.</p>
19. Alternative Tenders by Tenderers	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 specifications, Drawings and Bill of Quantities. Alternatives will not be

		considered, unless specifically allowed for in the TDS. If so allowed, ITT 19.2 [Alternative Tenders by Tenderers] and 31.3 [Comparison of Tenders] shall govern.
	19.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS as will the method of evaluating different times for completion.
	19.3	If so allowed in the TDS, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. 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 design calculations, technical specifications, breakdown of prices, proposed construction methods 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.
20. Format and Signing of Tender	20.1	The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT 11 [Documents Constituting the Tender] of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
	20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	20.3	The Tender shall contain no alterations or additions, except those to comply with instructions, issued by the PE, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

	32.3	The PE shall, in applying exclusive preference, use the Public Procurement Regulatory Authority's register of Tenderers and other statutory Professional bodies in United Republic to determine whether or not tenderers are qualified for exclusive preference.
	32.4	A joint venture, consortium or an association between a foreign and local firm in which the contribution of the local firm in that joint venture or association is greater than seventy five per cent, shall also be eligible to participate in the exclusive preference scheme.
	32.5	<p>The following procedure will be used to apply the margin of preference:</p> <p>(a) Responsive Tenders will be classified into the following groups:</p> <ul style="list-style-type: none"> (i) Group A: Tenders offered by domestic Tenderers and joint ventures meeting the respective criteria of ITTs 32.2; (ii) Group B: Tenders offered by joint ventures of domestic and foreign firms meeting the criteria of ITT 32.3 above; or (iii) Group C: Tenders offered by foreign contractors. <p>(b) For the purpose of further evaluation and comparison of Tenders only, an amount equal to a percentage specified in the TDS of the valuated Tender Prices determined in accordance with ITT 30.2(a), (b), and (d), will be added to all Tenders classified in Group B.</p>
	32.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT 18 [Alternative Tenders], and shall be subject to the margin of preference in accordance with ITT 32.4.
33. Determination of Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
34. Post-qualification	34.1	If pre-qualification was not undertaken, post-qualification

of Tenderer		shall be performed as indicated in the TDS.
	34.2	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE 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 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 or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal (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 Accounting Officer (PE) shall seek the approval of the Authority prior to rejecting a tender; (e) Neither the Authority nor the PE shall incur liability solely by rejecting abnormally tender; and <p>An 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.</p>
	34.3	The PE will determine to its satisfaction whether the Tenderer

		that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer].
	34.4	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer], as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
	34.4	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	34.5	In case of a foreign company, a PE shall seek independent reference of legal existence of a Tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
	34.6	An affirmative determination will be a prerequisite for award of the Contract to the lowest evaluated 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 Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
		F. Award of Contract
35. Criteria of Award	35.1	Subject to ITT 34 [Post-qualification of Tenderer] and 36 [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 (a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers], and (b) is determined to be qualified to perform the Contract satisfactorily (c) successful negotiations have been concluded.
	35.2	If, pursuant to ITT 13.1 [Slice and Package], this Contract is being let on a slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded

		concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
36. Negotiations	36.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the special conditions of Contract; (d) finalising payment arrangements; (e) mobilisation arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the PE; (g) the methodology or staffing; or (h) clarifying details that were not apparent or could not be finalised at the time of tendering. (i) Reduction of price
	36.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
37. PE Right to accept any Tender and to reject any or all Tenders	37.1	Notwithstanding ITT 35 [Criteria of 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 Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers.
	37.2	Notice of the rejection of all Tenders shall be given promptly to all Contractors that have submitted Tenders.
	37.3	The PE shall upon request communicate to any Tenderer the

		grounds for its rejection of its tenders, but is not required to justify those grounds.
38. PE Right to Vary Quantities at the Time of Award	38.1	The PE reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
39. Notification of Award	39.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them Seven (7) working days within which to submit complaints to the PE thereof, if any.
	39.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the PE prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the PE will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	39.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITT 41 [Performance Security] and signing the Contract in accordance with ITT 40.2 [Signing of Contract]
	39.4	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41 [Performance Security], the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the unsuccessful Tenderers pursuant to ITT 18.7 [Tender Security or Bid Securing Declaration].
	39.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the PE. The PE will promptly respond in writing or in electronic forms that provide record of the

		content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
40. Signing of Contract	40.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	40.2	Within fourteen (14) working days after fulfillment of all conditions precedent, the successful Tenderer and the PE shall sign the Contract.
41. Performance Security	41.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the TDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	41.2	<p>If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the TDS which shall be in any of the following</p> <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	40.3	Failure of the successful Tenderer to comply with the requirement of ITT 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the PE may make the award to the next lowest evaluated Tenderer or call for new Tenders.

42. Advance Payment	42.1	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS.
	42.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
43. Adjudicator	43.1	In the event of dispute, the Adjudicator shall be appointed by the Appointing Authority named in the TDS at the request of either party.
44. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	44.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:</p> <ul style="list-style-type: none"> a) defines, for the purpose of this provision, the terms set forth below as follows:- <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii. "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; iii. "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice iii) "fraudulent practice" means a misrepresentation of facts

		<p>in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <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 the policy defined in ITT 43.1 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, collusive, fraudulent or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds furring 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 the united Republic of Tanzania to remedy the situation</p> <p>d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public - financed contract</p>
	44.2	<p>The Government of the United Republic 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 financed Contract in the United Republic of Tanzania.</p>
	44.3	<p>The Government of the United Republic of Tanzania will have the right to require that, in contract financed by the Government of the United Republic of Tanzania a provision be</p>

		included requiring suppliers and contractors to permit the Government of the United Republic 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 the United Republic of Tanzania.
	44.4	Any communication between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.
		G. Review of Procurement Decisions
45. Right to review	45.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
46. Time limit on review	46.1	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.
47. Submission of applications for review	47.1	Any application for administrative review shall be submitted in writing or in electronic forms that provide record of the content of communication to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS in writing or in electronic forms that provide record of the content of communication Tender.
	47.2	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint

		<p>where available;</p> <p>e) remedies sought; and</p> <p>f) any other information relevant to the complaint.</p>
	46.3	The head of a PE shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
48. Decision by the Head of PE	48.1	<p>The head of a PE shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <p>a) whether the application is upheld in whole, in part or rejected;</p> <p>b) the reasons for the decision; and</p> <p>c) any corrective measures to be taken.</p>
	48.2	Where the head of a PE does not issue a decision within the time specified in ITT 48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT 49.1 [Review by the Public Procurement Appeals Authority (PPAA)] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the head of a PE to entertain the complaint or dispute shall cease.
49. Review by the Public Procurement Appeals Authority	49.1	<p>Complaints or disputes which,</p> <p>(a) are not settled within the specified period under ITT 48.1 [Decision by the Head of PE];</p> <p>(b) the tenderer is not satisfied with the decision of the accounting officer; or</p> <p>(c) arise after the procurement contract has entered into force pursuant to ITT 40 [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 ITT 47.1 [Submission of Applications for Review] or when the Tenderer become aware or ought to have become aware of the</p>

		circumstances giving rise to the complaint or dispute pursuant to ITT 46.1 [Time Limit on Review]
	48.2	PPAA may be contacted at the address shown in the TDS.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

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

TDS Clause	ITT Clause	Description
A. Introduction		
1.	1.1	<p>The procuring entity is MADABA DISTRICT COUNCIL.</p> <p>The Project is Construction of Three in one Semi Detached Staff House Urban Type At Madaba District Hospital.</p> <p>Identification Number of the Contract is Tender No. LGA/182/HQ/W/2021-2022/02</p>
	1.2	<p>The Successful Tender is expected to complete the works within <i>Three Months</i></p> <p>The works is expected to commence on 01.01.2022</p>
2	2.1	<p>Financial year when the project will be carried out 2021-2022</p> <p>The Project is Construction of Three in one Semi Detached Staff House Urban Type At Madaba District Hospital.</p> <p>The Financial Institution which the Procuring Entity has applied for Loan [NA]</p> <p>The loan/ credit number is [NA].</p>
	2.2	Payment will be done by <i>Madaba District Council</i>
3	3.1	<p>State the nature of the parties N/A</p> <p>Maximum number of members in the joint venture, consortium or association shall be: NA</p> <p>Only Tenderers registered as <i>Civil Engineering or Building Contractors</i> in <i>Class One up to Seven</i> with the Contractors Registration Board are eligible.</p>

4.	6.3	The site visit shall be held on <i>NA</i> The pre-tender meeting shall be held on <i>N/A</i> at the <i>N/A</i>
B. Tendering Documents		
5.	7.2	The number of copies of the Tender to be completed and returned shall be <i>Two</i> .
6.	8.1	Address for clarification of Tendering Document is <i>Secretary of Tender Board, P.O BOX 10, Madaba</i>
C. Preparation of Tenders		
7.	10.1	Language of Tenders <i>English</i>
8.	11.1 (h)	Other information or materials required to be completed and submitted by Tenderers : a) Certificate of Registration(CRB) b) Certificates of Key Personnel c) Special Power of Attorney d) Financial Statements e) Current and Valid Business Licence f) Certificate of Registration or Incorporation g) OSHA Certificate h) List of recent project conducted i) A detailed Working Program
10.	15.1	The currency in which the prices shall be quoted shall be: <i>[Tzs]</i>
	15.2	The authority for establishing the rates of exchange shall be Bank of Tanzania.
12.	16.1	The Tender validity period shall be 90 days .
13.	17.1	The amount of Tender Security shall be <i>N/A</i> or an equivalent amount in a freely-convertible currency OR Specify whether Tender Securing Declaration is acceptable in place of Tender security.

	17.3	The Tender Security shall be in the form of: <i>Tender Securing Declaration</i>
14	18.1	Alternative Tenders to the requirements of the Tendering documents <i>will not</i> be permitted .
	18.2	Alternative time for completion <i>explicitly not invited</i> .
	18.3	Alternative technical alternative to the requirements of the tendering documents <i>will not</i> be permitted.
15.	19.1	In addition to the original of the Tender, the Tenderer should submit 2 copies of the Tender .
	19.2	Written confirmation of authorization are <i>Normally power of attorney is provided</i>
D. Submission of Tenders		
16.	20.2(a)	Tenders shall be submitted to: Secretary of Tender Board Street Address :P.O BOX 10 Building/Plot No. Madaba Dc- HQ Floor/ Room No. PMU office City/Town....Madaba
	20.2(b)	Project name: Construction of Three in one Semi Detached Staff House At Madaba District Hospital. Tender number: Tender No. <i>LGA/182/HQ/ W/ 2021-2022/02</i> Time and date for submission: 16.12.2021 At 15.30 PM
17.	21.1	The deadline for Tender submission is a) Day : Thursday b) Date: 16.12.2021 c) Time : 15.30 PM
	21.3	Extension of the deadline for submission of Tender shall be made [<i>2days</i>]
E. Opening and Evaluation of Tenders		
18.	24.1	The Tender opening shall take place at: DED-Hall Street address: P.O BOX 10,Madaba Building/Plot No. Madaba Dc- HQ

		Floor/Room No. PMU-Office City/Town: Madaba Country: Tanzania
	24.3	List the appropriate details required to be announced at the Tender opening meeting <i>Tender Price Read out</i> <i>Tender Submission Form</i> <i>Tender Securing Declaration</i> <i>Bid Validity</i> <i>Special Power of Attorney</i>
19.	27.6 (i)	List any other information/data required: N/A
20.	29.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: <i>Tanzania Shillings</i> The source of exchange rate shall be: <i>Bank of Tanzania</i> The date of exchange rate shall be: <i>16/12/2021</i>
21.	30.2 (d)	Tender price <i>will not</i> be adjusted by making an allowance for varying times of completion
22.	31.1	a) Domestic preference to apply. NA
	31.4(b)	b) If a margin of preference applies, the application methodology shall be: <i>Not applicable</i>
23.	37.1	Percentage for quantities increase or decrease is (15%)
F. Award of Contract		
24.	40.1	The amount of Performance Security shall be [15%) of the contract price
	40.2	The Performance Security shall be in the form of: [Performance Bond]
25.	41.1	The Advance Payment shall be 15 % upon submission of the bank guarantee from any commercial bank located in Tanzania
26.	42.1	The proposed adjudicator for the project is: To be Agreed.
G. Review of Procurement Decisions		

		<p>The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9th Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: ceo@ppra.go.tz Web: www.ppra.go.tz</p>
30.	48.2	<p>The address for Appeal to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz</p>

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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A. General

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p>
		<p>The Adjudicator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The Arbitrator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>Bill of Quantities -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 53 [Compensation Events]</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 63.1 [Completion Certificate].</p> <p>The Contract is the agreement entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 [Interpretation] below.</p> <p>The Contractor is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days.</p> <p>Day-works 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.</p>

		<p>A Defect is any part of the Works not completed in accordance with the Contract.</p>
		<p>The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.</p> <p>The Defects Liability Period is the period stated in the Special Conditions of Contract and calculated from the Completion Date.</p> <p>Drawings means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the employer in accordance with the contract</p> <p>Effective Contract date is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfilment of the conditions precedent stipulated in GCC 3 [Conditions Precedent].</p> <p>The Employer means the person named as employer in the SCC and the legal successors in title to this person.</p> <p>Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>The Commencement Date is the date when the Contractor shall commence execution of the Works as specified in the Certificate of Contract Commencement. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.</p> <p>The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works as specified in the Special Conditions of Contract.</p> <p>Materials are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p>Months mean calendar months.</p> <p>Plant is any integral part of the Works that shall have a</p>

	<p>mechanical electrical, chemical, or biological function.</p> <p>The Project Manager is the person named in the Special Conditions of Contract (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.</p> <p>The Site is the area where works are to be executed as specified in the SCC.</p> <p>Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>A Subcontractor is a person, whether natural or legal, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager in consultation with the Employer, which varies the Works.</p> <p>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</p>
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		<p>be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine.. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the Special Conditions of Contract , 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	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Agreement, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement, (6) Specifications, (7) Drawings, (8) Bill of Quantities, (9) Contractor's Tender, and (10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- a) Submission of performance Security in the form specified in the SCC; and b) Furnishing of Advance Payment (if any) Unconditional Guarantee.
	3.2	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.
	3.3	If the Conditions precedent stipulated on GCC 3.2 is not met by the date specified in the SCC this contract shall not come into effect;
4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC.
5. Project Manager's Role	5.1	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.
6. Delegation	6.1	The Project Manager may, upon prior written consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.
7. Communications	7.1	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 when in writing only when it is delivered at the address specified in the SCC.
8. Sub contracting	8.1	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

9. Assignment	9.1	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, claim or obligation under this Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	<p>If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract; (b) These person 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.
11. Other Contractors	11.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
12. Personnel	12.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager 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.
	12.2	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.

13. Employers and Contractor's Risks	13.1	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.
14. Employers Risks	14.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.</p>
	14.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>

15. Contractor's Risks	15.1	From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
16. Insurance	16.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	16.2	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement 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.
	16.3	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.
	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies.

	20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.
		D. Submission of Tenders
21. Sealing and Marking of Tenders	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	21.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to the PE at the address given in the TDS; and b) bear the Project name indicated in the TDS, the Invitation for Tenders (IFT) title and number indicated in the TDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the TDS, pursuant to ITT 22.1 [Deadline for Submission of Tenders].
	21.3	In addition to the identification required in ITT 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to ITT 22 [Late Tenders], and for matching purposes under ITT 24 [Modification and Withdrawal of Tenders].
	21.4	If all envelopes are not sealed and marked as required by ITT 21.1, 21.2 and 21.3, or incorrectly marked the PE shall assume no responsibility for the misplacement or premature opening of the Tender.
	21.5	If the outer envelope discloses the Tenderer's identity, the PE will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.
22. Deadline for Submission of Tenders	22.1	The Tenders shall be received by the PE at the address specified under ITT 21.2 [Sealing and Marking of Tenders] no later than the date and time specified in the TDS.
	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 [Amendment of Tendering Documents], in which case all

		rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	22.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the TDS before the expiry of the original deadline.
23. Late Tenders	23.1	The PE shall not consider for evaluation any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22 [Deadline for Submission of Tenders].
	23.2	Any Tender received by the PE after the deadline prescribed in ITT 22 [Deadline for Submission of Tenders] will be declared late, recorded, rejected and returned unopened to the Tenderer.
24. Modification and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the PE prior to the deadline for submission of Tenders.
	24.2	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITTs 20 and 21 with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
	24.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
	24.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
	24.5	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 Form of Tender. Withdrawal of a Tender

		during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT 18.9 [Tender Security].
		E. Opening and Evaluation of Tenders
25. Opening of Tenders	25.1	The PE will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT 24 [Modification, Substitution and Withdrawal of Tenders], in public, in the presence of Tenderers' or representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the TDS. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
	25.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 24 [Modification, Substitution and Withdrawal of Tenders] shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submission therein read out in appropriate detail.
	25.3	All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, Tender modifications, the presence or absence of Tender security, Tender securing declaration and such other details as the appropriate tender board may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.
	25.4	Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
	25.5	Tenderers are advised to send in a representative with the

		knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the PE against any claim or failure to read out the correct information contained in the Tenderers' Tender.
	25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT 23 [Late Tenders].
	25.7	The Secretary of the appropriate Tender Board shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender security or Tender Securing Declaration.
	25.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
	25.9	The PE shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT 25.3. A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
	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.
	26.3	Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the PE on any matter related to the Tendering process, he/she should do so in writing or in electronic forms that provide

		record of the content of communication.
27. Clarification of Tenders	27.1	To assist in the examination, evaluation, and comparison of Tenders and post-qualifications of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its Tender including breakdown of prices. 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 and the response shall be in writing or electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT 29 [Correction of Errors].
	27.3	From the time of Tender opening to the time of contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Tenders	28.1	<p>Prior to the detailed evaluation of tenders, the PE will determine whether each Tender;</p> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderer]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
	28.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's

		<p>obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.</p>
	28.3	The PE will confirm that the documents and information specified under ITT 12, ITT 13 and ITT 14 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, nonconformity, 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.
	27.5	If a Tender is not substantially responsive, it will be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
	27.6	<p>The PE shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, or is not in accordance with the Instructions to Tenderers, the Tender shall be rejected:</p> <ul style="list-style-type: none"> a) Form of Tender; b) Information requested under ITT 12.3; c) Information requested under ITT 12.4 if Tender is submitted by joint venture; d) Information requested under ITT 12.5; e) The period of Tender validity; f) The Tender price; g) Written confirmation of authorization to commit the Tender; h) Tender security or Tender Securing Declaration; and i) Any other information/data required by this Tendering document as specified in the TDS.
	27.7	The PE may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or

		commercial evaluation pursuant to ITT 26 and 28.
	27.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the bid 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; <p>failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender</p>
	27.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <ul style="list-style-type: none"> a) failure to tender for the required scope of work as instructed in the tendering documents and where

		<p>failure to do so has been indicated as unacceptable;</p> <p>b) failure to quote for a major item in the package;</p> <p>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended;</p> <p>d) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.</p>
29. Correction of Errors	29.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <p>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>
	29.2	<p>The amount stated in the Tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing Declaration may be executed in accordance with ITT 18.9 [Tender Security or Bid Securing Declaration].</p>

30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:
		<ul style="list-style-type: none"> a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania; or b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.
	30.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the TDS.
31. Comparison of Tenders	31.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders].
	31.2	<p>In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:-</p> <ul style="list-style-type: none"> a) making any correction for errors pursuant to ITT 29 [Correction of Errors]; b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively; c) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tenders by Tenderers]; d) making an allowance for varying times of completion offered by Tenderers, if permitted in the TDS and in the manner prescribed therein; e) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 24.4 [Modification and Withdrawal of Tenders]; and f) applying any discounts offered by the Tenderer for the

		award of more than one Contract, if tendering for this Contract is being done concurrently with other contracts (ITT 31.5).
	31.3	The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation.
	31.4	The estimated effect of any price adjustment conditions under ITT 49 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
	31.5	In the case of several Lots, pursuant to ITT 31.2(f), the PE will determine the application of discounts so as to minimize the combined cost of all the lots.
	31.6	If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the PE 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. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the PE may require that the amount of the performance security set forth in ITT 40 [Signing of Contract] be increased at the expense of the Tenderer to a level sufficient to protect the PE against financial loss in the event of default of the successful Tenderer under the Contract.
32. National Preferences	32.1	As indicated in the TDS, works utilizing this Standard Tendering Document shall provide Local Contractors with margin of preference in tender evaluation.
	32.2	Local contractors shall, when they wish to be considered for margins of preference, be registered with PPRA in accordance with Regulation 32 of GN 446 of 2013 and Eighteenth Schedule of the Public Procurement Act Cap 410.

17. Site Investigation Reports	17.1	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.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement 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.
21. Approval by the Project Manager	21.1	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.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager.
22. Protection of the environment	22.1	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.
	22.2	The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.

23. Labour Laws	23.1	The Contractor shall comply with all the relevant labour laws applicable in the United Republic of Tanzania, including laws relating to workers employment, social security, working hours, health, safety, welfare and immigration.
	23.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
24. Taxes and Duties	24.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.
25. Health and Safety	25.1	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
	25.2	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
	25.3	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.
	25.4	The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor's personnel, the Employers Staff and the surrounding community.

26. Discoveries	26.1	Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer.
	26.2	The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	26.3	The Contractor shall take reasonable precautions to prevent his workers or any other persons from damaging such discoveries and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager.
27. Possession of the Site	27.1	The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
28. Access to the Site	28.1	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.
29. Instructions, inspections and audits	29.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract
	29.2	The Contractor shall permit the Government, of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania if so required.
30. Disputes Resolution	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute 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. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the

		SCC.
	30.2	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.
	30.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
31. Fees and Costs of Adjudicator	31.1	The rate of 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.
32. Replacement of Adjudicator	32.1	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.
33. Security of the Site	33.1	Unless otherwise stated in the SCC, (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised 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

34. Program	34.1	Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	34.3	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.
	34.4	The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events if any.
35. Extension of the Intended Completion Date	35.1	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.
	35.2	The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensations event(s) or variation.
	35.3	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.
36. Acceleration	36.1	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.
	36.2	in the event the Contractor's priced proposals for acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
37. Delays Ordered by the Project Manager	37.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	38.1	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.
	38.2	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.
39. Early Warning Notice	39.1	The Contractor shall give an early warning notice to 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 Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.
	39.2	The Contractor shall cooperate with the Project Manager

		in making and considering proposals on how the effect of such an event(s) or circumstance(s) could be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.
		C. Quality Control
40. Identifying Defects	40.1	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.
	40.2	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.
41. Tests	41.1	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.
42. Correction of Defects	42.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion Date. .
43. Extension of Defect Liability Period	43.1	Every time notice of a Defect is given, the Contractor shall correct the notified Defect(s) within the period of time specified in the Project Manager's notice.
	43.2	The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.
44. Uncorrected Defects	44.1	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

45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	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.
46. Changes in the Quantities	46.1	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.
	46.2	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.
	46.3	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.
47. Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
48. Payments for Variations	48.1	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.
	48.2	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 not above the limit stated in GCC 44.1 [Uncorrected Defects] 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.
	48.3	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.
	48.4	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.
	48.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning notice.
49. Cash Flow Forecasts	49.1	When the Works Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
50. Payment Certificates	50.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	50.2	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 from the receipt of the statement.
	50.3	The value of work executed shall be determined by the Project Manager.
	50.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.

	50.6	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.
	50.7	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.
51. Payments	51.1	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.
	51.2	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.
	51.3	Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
	51.4	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.

52. Currencies	52.1	The currency of payment shall be stated in the SCC.
		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.
53. Compensation Events	53.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract. (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

		<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 Contract or determined by the Project Manager shall apply.</p>
	53.2	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.
	53.3	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 may 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.
	53.4	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 notice or not having cooperated with the Project Manager.

54. Effect of Changes in Tax Laws	54.1	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.
	54.2	The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 55 [Price Adjustment].
	54.3	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.
55. Price Adjustment	55.1	The amounts payable to the Contractor, pursuant to GCC 50.1 [Payment Certificate], may be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	55.2	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.
	55.3	<p>The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined by a 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 as follows;</p> $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$ <p>where;</p> <p>P_n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such</p>

		<p>variations and daywork are not otherwise subject to adjustment;</p> <p>a is a constant, specified in the Appendix to Tender, representing the nonadjustable portion in contractual payments;</p> <p>b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Tender; the sum of a, b, c, d, etc., shall be one;</p> <p>Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "n," determined pursuant to GCC 55.5, applicable to each cost element; and</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in GCC 55.5</p> <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> $F = P_n x P_c$ <p>where;</p> <p>The effective value P_c of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under GCC 44 [Uncorrected Defects] (before deduction of retention money and before deducting sums previously paid on account) less:</p> <ul style="list-style-type: none"> • any amount for payment or repayment of any advance payment; • any amount for materials on site (if any); • any amounts for nominated sub-contractors (if
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		<p>any)</p> <ul style="list-style-type: none"> • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under GCC 55.3 <p>and</p> <p>(ii) the amount calculated in accordance with (i) above of GCC 55.3 and included in the last preceding statement.</p>
	55.4	<p>The sources of indices shall be those listed in the Appendix to Tender, as approved by the Project Manager. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Project Manager.</p>
	55.5	<p>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</p>
	55.6	<p>If the Contractor fails to complete the Works within the time for completion prescribed under GCC 20 [Commencement and Completion of Works] adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 35 [Extension of the Intended Completion Date], the above provision shall apply only to adjustments made after the expiry of such extension of time.</p>

	55.7	The weightings for each of the factors of cost given in the Appendix to Tender shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 48 [Payment for Variations] or for any other reason.
56. Retention	56.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract . The total amount of retention shall not exceed the amount specified in the Special Conditions of Contract
	56.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	56.3	On completion of the whole Works, the Contractor may substitute retention money with an 'on demand' or unconditional Bank guarantee.
57. Liquidated Damages	57.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security stated in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	57.2	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 57.1
	57.3	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the

		overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 51.1 [Payments]
58. Bonus	58.1	If stated in the Special Conditions of Contract the Contractor shall be paid a Bonus calculated at the rate per calendar day 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.
59. Advance Payment	59.1	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	59.2	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.
	59.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, as specified in the SCC 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.

60. Performance Securities	60.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and 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 as specified in the TDS and SCC and in accordance with the conditions of contract.
	60.2	The 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 Completion Certificate in the case of a Performance Bond
	60.3	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 any cumulative increase of more than ten percent of the Initial Contract Price.
61. Day-works	61.1	If applicable, the Day-works 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.
	61.2	All work to be paid for as Day-works 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.
	61.3	The Contractor shall be paid for Day-works subject to obtaining signed Day-works forms.
62. Cost of Repairs	62.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. Discharge of the Contract		

63. Completion Certificate	63.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
64. Site Hand Over	64.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
65. Final Account	65.1	Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	65.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-GCC 65.1, 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.
66. Operating and Maintenance Manuals	66.1	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 pursuant to GCC 64.1 [Site Hand Over].
	66.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 66.1 by the dates specified pursuant to GCC 64.1 [Site Hand Over] or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.

67. Termination	67.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	67.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Program and the stoppage has not been authorized by the Project Manager; b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days; c) contractor's failure to submit performance security within the time stipulated in the SCC; d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) 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; f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.; g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site]; h) 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; and i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or

		<p>fraudulent practices, in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p> <p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	67.3	<p>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 GCC 67.2 above, the</p>

		Project Manager shall decide whether the said breach is fundamental or not.
	67.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	67.5	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.
68. Payment upon Termination of Contract	68.1	If the Contract is terminated because of a fundamental breach 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. 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.
	68.2	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.

69. Property	69.1	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,
70. Suspension of Financing	70.1	<p>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:</p> <p>(a) The Employer shall notify the Contractor of such suspension within Seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract</p>
71. Force Majeure	71.1	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.
	71.2	For purpose of this clause, "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
	71.3	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the

		Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.
	71.4	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure.
	71.5	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure.
	71.6	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 71.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.
72. Release from Performance	72.1	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 shall certify that the Contract has been frustrated.
	72.2	Upon certification by the Project Manager pursuant to GCC 72.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

Instructions for completing the Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1.	1.1	Defect Liability Period will <i>180 Days</i> The Employer is <i>Madaba District Council</i> The Project Manager is District Engineer The project is <i>CONSTRUCTION OF THREE IN ONE SEMI DETACHED STAFF HOUSE URBAN TYPE AT MADABA DISTRICT HOSPITAL</i> The Commencement Date shall be <i>01.01.2022</i> The Intended Completion Date for the whole of the Works shall be <i>01.03.2022</i> The Site is located at <i>Madaba Hospital</i> and is defined in drawings
2	2.2	Indicate whether sectional completion is specified
3	2.3	List other documents that form part of the contract if any: NIL
4	4.1	The language of the Contract documents is <i>[English]</i> . The law that applies to the Contract is the Laws of Tanzania
5	7.1	Address for communication Employer's. DED, P.O BOX 10, Madaba Contractor's..... <i>[insert address]</i>
6	11.1	Include the Schedule of Other Contractors if any <i>N/A</i>
7	12.1	Include the Schedule of Key Personnel 1. Site Engineering 2. Technician
8	16.1	The minimum insurance covers shall be:

		<p>(a) loss of or damage to the Works, Plant, and Materials <i>N/A</i></p> <p>(b) loss of or damage to Equipment <i>N/A</i></p>
		<p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>N/A</i> and</p> <p>(d) Personal injury or death <i>N/A</i>.</p>
9	17.1	<p>Site Investigation Reports available to the Tenderer are:</p> <p>a)</p> <p>b)</p> <p>c)</p>
	24.1	Unless otherwise state tax payment status 5% Withholding tax
10.	25.4	<p>The other measures include:</p> <p>a) Minimising the number of migrant workers employed on the project and household in the site camp</p> <p>b) Providing access to voluntary counseling and testing (VCT)</p> <p>c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d) Providing condoms (male and female) to workers</p>
11.	27.1	The Site Possession Date shall be <i>soon After contract Signing</i>
	30.4	Arbitration will take place at <i>Madaba</i> in accordance with rules and regulations.
12	31.1	<p>Hourly rate of Fees payable to the Adjudicator is: TO BE AGREED.</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include: TO BE AGREED</p>

13.	32.1	Appointing Authority for the Adjudicator: NCC
	33.1	CONTRACTOR WILL BE RESPONSIBLE PERSON FOR SECURITY OF THE SITE
		B. Time Control
14.	34.1	The Contractor shall Submit a revised Program for the Works within 3 days of delivery of the Letter of Acceptance.
15.	34.2	The period between Programme updates is 5 days. The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: 5% of contract price.
		C. Quality Control
16.	42.1	The Defects Liability Period is 180 days.
		D. Cost Control
17.	50.7	Minimum amount of Interim Payment Certificate will be 5% of contract price
18.	53.1	Site Possession date shall: <i>Soon After Contract Signing</i>
19.	52.1	The currency is <i>Tanzania Shillings</i>
20.	55.1	The contract is <i>not</i> subject to price adjustment
21.	56.1	The amount of retention is as equal as amount of value of works of Interim Payment Certificate' Limit of retention: 10 percent of contract price
22.	57.1	(i) The amount of liquidated damages per day is 0.1 percent of contract price per day (ii) The maximum amount of liquidated damages is the maximum amount of performance security.
23.	58.1	The Bonus for early completion is N/A.
24.	59.1	The amount of advance payment shall be 15% upon submission of the bank guarantee from any commercial bank located in Tanzania Monthly Recovery of Advance Payments: N/A

25.	60.1	The Performance Security shall be N/A
26.	64.1	Site handover date <i>Within three months</i>
E. Discharge of the Contract		
27.	66.2	<p>The amount to be withheld for failing to produce "as built" drawings by the date required is N/A</p> <p>The amount to be withheld for failing to produce operating and maintenance manuals by the date required is N/A</p>
28.	68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is N/A

SECTION VI: SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1.0 EXCAVATION AND EARTHWORK

1.1 Nature of excavation

The contractor/Project Engineer must ascertain for him the nature of the material to be excavated and price work accordingly as no allowance will be made beyond the contract sum of any alleged ignorance in this respect.

1.2 Excavations generally

Excavations have been measured from the drawings including the Engineer's site plan showing existing contours. It is the responsibility of the contractor/Project Engineer to check the commencing levels prior to commencing the work as no extra payment will be made in respect of any alleged excavations carried out due to the commencing levels being above that shown upon the drawings without the prior written agreement of the Structural Engineer prior to commencement of excavation.

1.3 Site clearance

The contractor shall clear the construction areas within the site of all bushes, roots, boulders, natural obstructions, rubbish and any other natural or artificial obstructions, which would interfere with construction of buildings, roads, paths and drains.

1.4 Over-site excavation

Excavated material suitable for back-filling around foundations and for making up levels under roads, floors etc., is to be kept separate from soil spoil heaps and to be re-used as directed or spread and levelled on the site at the end of excavation operations when found to be surplus. The amount of any such disposal will be measured on site by the Quantity Surveyor. Vegetable soil is not to be used for back filling around foundations.

1.5 Excavation for foundations and structures

Excavations for foundations and the reinforced concrete structure shall be to the widths, depths and levels to accommodate the structure shown on the drawings. Working space has been allowed for in the measurement of excavation quantities in accordance with the rules of measurement laid down elsewhere in these bills, namely 1.00m from the face of any work which required formwork over 1m deep below the starting level of excavation and 0.30m from the face of any work which requires formwork not exceeding 1m deep below starting level of excavation.

Generally formwork has not been measured for plain concrete foundations or column bases and, therefore, excavations for these have been measured, net. Formwork has been measured to reinforced concrete foundation and column bases and all faces of columns and walls and working space excavation has been measured and included accordingly. Adjustments to excavations widths as measured will therefore be made only in the case of the Structural Engineer

ordering the addition of formwork to plain concrete foundations etc., or the omission of formwork to reinforced concrete foundations or column bases. Ordinary use of planking and strutting along foundations to prevent earth falls and to save concrete will not be considered as formwork.

1.6 Inspection

When the excavations have been made to the sizes and depths required from the drawings, the Structural Engineer shall be called to the site immediately for an inspection, and upon approval the Contractor shall proceed with the work to prevent rainwater or other surface water draining into the foundations. The excavations are to be left open until any variation in depth has been measured and agreed.

1.7 Excavation below required depths

Should any excavation be made below the levels or lines shown on the drawings or otherwise required by the Structural Engineer, the contractor must fill up the resultant over-excavation to the proper levels or lines with concrete nominal mix (1:4:8) at his own expense (see "concrete work").

1.8 Filling

The fill shall be clean, selected coarse sand or gravel. It should be taken from borrow pits if the soil on the site is found to contain too much fines and to have too low plasticity limit to be used as fill.

The fill shall be deposited in horizontal layers of max. 200mm Thickness. As soon as possible after the fill is laid out, it should be compacted in min. three passes of a vibratory-roller and/or vibrating- plate compactor. The equipment to be used must be approved by the Engineer.

At each area (control area) of 500m²-compacted fill, three field density tests (e.g. by the sand-replacement method) should be taken randomly.

The Control area to be accepted if all three test results are above 97% of the max. Density as determined at a homogenous mixing of all three samples by the Standard Proctor Method. Otherwise, repeat the test, each time with three new samples until the above requirement is met or re-compact and test again.

1.9 Return, fill in and ram

Return, fill in and ram suitable filling material as described above around foundations and other concrete structure in layers not exceeding 150mm thick and carefully ram and consolidate with power rammer. No filling in shall be executed until concrete foundations etc., have been inspected and approved by the Structural Engineer.

Regardless of the means of back filling and compaction adopted, the contractor is responsible not only for the standard of the work but also for any possible damage of the permanent work or adjacent structure.

1.10 Levelling

No item is measured for levelling and consolidating ground and rates for excavation must include for levelling and preparing the ground for concrete or other works including ramming or rolling.

1.11 Soil sterilisation

be Anti-termite treatment is to be carried out by an approved specialist firm who will be required, upon completion of the soil sterilisation, to furnish a written guarantee qualifying the following: -

That the chemicals applied comply with the requirements specified herein for chemical concentration and rates of application.

That the treatment will remain effective against termite infestation for a period of five years.

The free re-treatment by the firm of any areas showing signs of infestation before the expiry of the five year period.

The chemicals used shall be one of the following: -

- i) Gamalin 0.5% applied in oil solution or water emulsion.
- ii) Benzene hexachloride, 0.8% of gamma isomer applied in oil solution or water emulsion.
- iii) Chlordane 1.0% applied in solution or water emulsion.
- iv) Dieldrin 0.5% applied in oil solution or water emulsion.
- v) Lindane; 0.8% in oil solution or water emulsion
- vi) Pentachlorophenol; 5% in oil solution.
- vii) Trichlorobenzene; 1 part to 3 parts oil.

Some of the chemicals listed above are toxic to animal and plant life and must therefore, be applied only with caution by an experienced person. Where individual water supply systems are proposed precautions must be taken to prevent in filtering and endangering the water supply. Treatment shall not be made when a soil of fill is excessively wet or immediately after heavy rain.

Precautions must also be taken to prevent disturbance of the treatment by animals or human contact with the treated soil. The treated area is to be covered as quickly as possible after treatment.