



**PUBLIC PROCUREMENT AND DISPOSAL  
OF PUBLIC ASSETS AUTHORITY  
ZANZIBAR**

**Standard Invitation  
for Quotation**

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**Procurement of Works**

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JULY 2021

# STANDARD QUOTATION FOR PROCUREMENT OF WORKS

## Contents of Quotation:

### **Section I. Instruction to Bidders (Data Sheet)**

This Section provides information to help Bidders prepare their quotations. The Section also provides information on the submission, opening and evaluation of quotations, and on the award of Contracts.

### **Section II. Quotation Forms**

This Section includes the Quotation Submission Form, Bills of Quantities, Quotation Securing Declaration Form and Memorandum for Anti-Bribery Form to be completed by the Bidder and submitted as part of his Quotation.

### **Section III: Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

### **Section IV: General Conditions of Contract**

This Section includes the general clauses to be applied in contracts. **The text of the clauses in this Section shall not be modified.**

### **Section V: Special Conditions of Contract**

This Section contains clauses specific to each contract that modify or supplement General Conditions of Contract.

### **Section VI: Form of Agreement**

This Form shall be signed by the contracting parties and constitutes part of the Contract.

### **Appendix A: Evaluation Criteria and Methodology**

**SECTION I: INSTRUCTIONS TO BIDDERS / BID DATA SHEET**

## INSTRUCTIONS TO BIDDERS / BID DATA SHEET

The site shall be *[insert the location of the site]* and works should be completed *[insert number]* days/months after acceptance of quotation.

1. Bid price;
  - 2.1 The Quotation shall cover all items and quantities indicated in the BoQ.
  - 2.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
  - 2.3 All duties, taxes and other levies payable by the Contractor under the contract shall be included in the total price.
  - 2.4 The rates quoted by the bidder shall be fixed for the duration of the contract.
  - 2.5 The prices should be quoted in Tanzania Shilling.
  - 2.6 The payment will be made in Tanzania Shilling.
2. The bidder shall complete the Quotation Submission Form, Quotation Securing Declaration and Form of Integrity using samples shown in Section III. All Forms must be completed without any alterations to its format and/or contents. No substitute shall be accepted.
3. Percentage of retention money: *[The PDE shall insert a percentage; N.B the range should be between 5 and 10]* of value of certificate. The maximum percentage of retention money will be five percent of the contract price.
4. The PDE shall return full amount of retention money at the end of the defect liability period.
5. Quotation shall remain valid for a period *[Insert number of days]* after the deadline for submission.
6. The quotation shall be completed and signed by an authorized representative of the bidder. The Contractor must submit a written confirmation of authorization in a form of Notarized Power of Attorney.
7. Evaluation Procedures  
The Quotation Evaluation shall be carried out as indicated below:-
  - 8.1 Preliminary Examination; to determine substantially responsive quotations i.e. which conform to terms, conditions and Specifications provided in the document.
  - 8.2 Detailed evaluation shall be carried out to all substantial responsive bidders using criteria and methodology indicated in Appendix A.

- 8.3 The Employer shall compare all substantially responsive Quotations to determine the lowest evaluated Bidder.
8. The Procuring and Disposing Entity will award the contract to the bidder whose Quotation has been determined to be substantially responsive and who has offered the lowest evaluated Quotation price.
  9. Prior to the expiration of the period of Quotation validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance that its Quotation has been accepted. At the same time, the Employer shall also notify all other Bidders on the results of the bidding process.
  10. Notwithstanding the above, the Procuring and Disposing Entity reserves the right to accept any Quotation or reject all Quotations at any time prior to the award of contract in accordance with the requirement of the Public Procurement and Disposal of Public Assets Act, 2016 of Zanzibar and its Regulations.
  11. Unsatisfied Bidders have the right to seek for review of procurement decisions in accordance with the Public Procurement and Disposal of Public Assets Act, 2016 of Zanzibar and its Regulations.
  12. The Bidder shall submit the Quotation Submission Form with the following documents:
    - 13.1 A duly filled Bill of Quantities (BoQ),
    - 13.2 A valid Business License,
    - 13.3 A valid VAT and TIN certificate /Stamp Duty Certificate,
    - 13.4 A list of contracts of similar nature performed in the last five (5) years including the names and addresses of the Employers for verification, *(if required)*
    - 13.5 Certificate of Registration from ZPPDA,
    - 13.6 Quotation Securing Declaration,
    - 13.7 Letter or Evidence authorizing a signatory of the Quotation to sign on behalf of the Bidder.
    - 13.8 Form of Integrity duly filled and signed, and
    - 13.9 *Any other documents required by the PDE.*

## **SECTION II: QUOTATIONS FORMS**

## **Quotation Forms**

### **Table of Forms**

- (i.) Quotation Submission Form
- (ii.) Quotation Securing Declaration Form
- (iii.) Memorandum for Anti-Bribery Policy Form
- (iv.) Bill of Quantities (BoQ)

**QUOTATION SUBMISSION FORM**

To: [Full address of PDE] .....[date]

We offer to execute the.....  
[name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of .....[amount in numbers], ..... [amount in words] in Tanzanian Shillings.

We also offer to complete the said works within a period of .....days/weeks / months [choose as necessary] that includes mobilization period.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

Our Quotation is valid for a period of..... [insert number of days] as required by ITB 6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process.

We declares that our quoted price did not involve agreement with other Bidders for the purpose of Bid suppression.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: .....  
Name and Title of Signatory: .....  
Name of Bidder: .....  
Address: .....



**QUOTATION SECURING DECLARATION**

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

Quotation No.: *[insert number of bidding process]*

To: *[insert complete name of PDE]*

We, the undersigned, declare that:

We understand that, according to your conditions, Quotations must be supported by a Quotation Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract under public procurement in Zanzibar for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the Quotation conditions, because we:

- (a) have withdrawn or modified our Quotation during the period of Quotation validity specified in the Quotation Submission Form;
- (b) Disagreement to arithmetical correction made to the Quotation price; or
- (c) having been notified of the acceptance of our Quotation by the PDE during the period of Quotation validity and fails to sign the contract.

We understand this Quotation Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our Quotation.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Quotation Securing Declaration]*

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal *[where appropriate]*

**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR****MEMORANDUM FOR ANTI-BRIBERY POLICY**

*[The Public Procurement and Disposal of Public Assets Act No. 11 of 2016 –Section 89(2)]*

This company \_\_\_\_\_ (*name of Company*) places importance on competitive bidding taking place on a basis that is free, fair and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer, their relations or business associates, in connection with its Quotation, or in the subsequent performance of the contract if it is successful.

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

\_\_\_\_\_  
(*Name of the Authorized Person*)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company stamp/seal*

**STANDARD POWER OF ATTORNEY**

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No..... of .....day of .....*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of bid No. *[insert bid number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert bid Number]* of *[insert description of procurement]* for the *[insert name of the Procuring and Disposal Entity]*;

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

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

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

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

.....

**SEALED** and **DELIVERED** by the  
Common Seal of *[insert name of the donor/coy]* }  
This *[insert date, month and year]* }

.....  
**DONOR**

**BEFORE ME:**

.....  
**COMMISSIONER FOR OATHS**

## **SECTION III: WORKS REQUIREMENTS**

## **WORKS REQUIREMENTS**

- i) Specifications
- ii) Drawings
- iii) Supplementary information *[if any]*

## **SPECIFICATIONS**

*A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their quotations. The Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction. Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications.*

## **DRAWINGS**

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

**SUPPLEMENTARY INFORMATION** *[if any]*



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

## GENERAL CONDITIONS OF CONTRACT

### GENERAL

#### 1: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

The **Adjudicator** is the person who will be appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance if they arise, and as provided for in GCC 25.1

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Quotation.

The **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the certificate of contract commencement.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 20.

The **Contract** is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3.

The **Contractor** is a person whether natural or legal who bid to carry out the Works has been accepted by the Employer.

The **Employer** is the person named as employer in the SCC and the legal successors in title to this person.

The **Project Manager** is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

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.

**Works** means the works to be executed in accordance with the contract.

A **Defect** is any part of the Works not executed in accordance with the Contract.

**Effective Contract date** is the date shown in the certificate of contract commencement issued by the Employer.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **SCC** and calculated from the Completion Date.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**.

## **2: Interpretation**

2.1 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

2.2 If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- i. Letter of Acceptance,
- ii. Quotation Submission Form,
- iii. Special Conditions of Contract,
- iv. General Conditions of Contract,
- v. Specifications,
- vi. Drawings,
- vii. Priced Bill of Quantities,
- viii.** Any other relevant document listed in the **SCC** as forming part of the Contract.

## **3: Language and Law**

The language of the Contract and the law governing the Contract are stated in the **SCC**.

**4: Project Manager’s role**

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.

**5: Communications**

Communications between the Parties to the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered at the address specified in the Contract.

**GENERAL OBLIGATIONS**

**6: Execution of Works**

The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the execution of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

**7: Adverse Physical Conditions**

If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable by the Contractor; the Project Manager shall determine any extension of time to which the Contractor is entitled.

**8: Sub-contracting**

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: Supervision of Works by Contractor**

The Contractor shall execute the works with due diligence and comply with the established standard specifications required by the Project Manager so as to meet the specific requirements of quality, quantity and time frame. If at any time the Project Manager observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Contractor to correct the situation.

**10: Inspection**

The Project Manager or his authorized representative has the right to inspect the works to see if it complies with the established standard specifications

issued by the Employer and the Contractor shall provide reasonable assistance for the same as and when required by the Project Manager.

#### **11: Rejected Works**

Works not in compliance with the requirements of the established standard specifications stipulated in the contract will be rejected. On the instruction of the Project Manager, the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Project Manager.

#### **13. Insurances**

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

- (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.

#### **14: Liabilities of the Contractor**

The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

#### **15: Force Majeure**

15.1 Notwithstanding the provisions of GCC 25, the Contractor shall not be liable for termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

15.2 For purposes of this GCC, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor

shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**16: Quality of Materials and Workmanship**

All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Project Manager's instructions and subjected to such tests as the Project Manager may require. The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.

**17: Access to Materials**

The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Project Manager.

**18: Clearance of Site**

Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Project Manager.

**19: Health and Safety and Protection of the Environment.**

The Contractor shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The Contractor shall comply with all the existing environmental requirements and regulations as stipulated by The Revolutionary Government of Zanzibar.

**20: Commencement and Completion of Work.**

The Contractor shall commence and complete the works within the time specified in the SCC or within an extended contract period if such extended time is allowed by the Employer.

**21: Variation**

Upon the approval of the Employer, the Project Manager may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Project Manager shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the bid unit rates or in case no unit rate is applicable, such other rate as will be determined by the Project Manager and agreed upon between the Employer and the Contractor.

**PAYMENTS****22: Quantities**

The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.

The Project Manager shall determine by measurement the value of the actual works and he shall certify payment for the works in compliance with such measurement at the contractually stipulated unit cost.

A contract amendment for additional quantities of the same items shall use the same unit prices as the original contract.

**23: Payments****23.1 Advance Payment**

An advance payment of up to **20%** of contract value may be provided if so specified in the **SCC** upon submission of acceptable collateral. This advance payment will be deducted in equal installments against each bill submitted by the Contractor, and shall be wholly recovered.

**23.2 Interim Payments**

Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of amount stated in the **SCC** will be withheld up to a maximum of 5% of contract price.

Upon the issue of a Certificate of Completion of the Works, half of the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and all defects notified to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank Guarantee.

The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **30 working days** after approval of the interim certificate by the Project Manager.

### **23.3 Final Payment**

The Final payment certificate shall be effected within **28** working days after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Project Manager.

### **23.4 Deductions to Payments**

The Employer shall be entitled to deduct any sums, advances or debts recoverable from the Contractor to the Employer from any sums payable by the Employer to the Contractor under this contract or any other contract provided always that this provision shall not affect any other remedy by action at law or otherwise by which the Employer may be entitled to the recovery of any such moneys.

## **24: Liquidated Damages**

If the Contractor fails to complete the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate stated in the SCC.

## **25: Settlement of Disputes**

25.1 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 SCC.



- 25.2 The Adjudicator stated in the SCC shall give a decision in writing forms within twenty eight (28) days of receipt of a notification of a dispute.
- 25.3 If either Party is dissatisfied with the Adjudicator's decision may, within twenty eight (28) days refer the dispute for arbitration. If either party within twenty eight (28) has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 25.4 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this GCC, shall be finally settled by arbitration. Arbitration may be commenced during or after rendering the services under the Contract.
- 25.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 25.6 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Client shall pay the **Contractor** any monies due.
- 25.7 The rate of the Adjudicator's fee and administrative costs of adjudication indicated in the SCC 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 costs and expenses incurred.
- 25.8 Should the Adjudicator resign or if the Client 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.

## **26: Termination of Contract**

- 26.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 26.2 Fundamental breaches of Contract shall include, but not limited to the following:

- i. 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 **Special Conditions of Contract**.
- ii. If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iii. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- iv. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

26.3 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.

## **27: Payment upon Termination of Contract**

- 27.1 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. 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.
- 27.2 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.

## **28: Property**

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 because of the Contractor's defaulted.

**29: Payment if Contract Terminated**

If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this GCC the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

**30: Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Employer.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in the Contract.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32: Change of Laws and Regulations**

If after the date invitation to quotations, any law or regulation changed in Zanzibar or The United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.

## **SECTION V: SPECIAL CONDITIONS OF CONTRACT**

## Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General editions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
<b>1</b>	<b>1.</b>	<p style="text-align: center;"><b>General</b></p> <p>The Employer is <i>[Name, address, and name of authorized representative]</i>.</p> <p>Appointing Authority for the Adjudicator: <i>[Insert the name of Authority]</i></p> <p>The Defects Liability Period is <i>[number]</i> days.</p> <p>The Project Manager is <i>[Name, address, and name of authorized representative]</i>.</p> <p>The name and identification number of the Contract is <i>[insert name and number as indicated in the Invitation for Quotation]</i>.</p> <p>The Works consist of <i>[insert brief summary of the works, including relationship to other Contracts under the Project]</i>.</p> <p>The Start Date shall be <i>[insert date]</i>.</p> <p>The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i>.</p> <p>The following documents also form part of the Contract: <i>[list documents]</i></p> <p>The Site is located at <i>[insert location]</i> and is defined in drawings No: <i>[insert numbers]</i>.</p>
<b>2.</b>	<b>2.2</b>	Indicate whether sectional completion is specified <i>[specified/not specified]</i> .
<b>3.</b>	<b>2.3</b>	List other documents that form part of the contract if any: a)..... b)..... c).....
<b>4.</b>	<b>3</b>	The language of the Contract documents is <i>[insert language]</i> . The law that applies to the Contract is Zanzibar Laws.

5.	13.	The minimum insurance covers shall be: <ul style="list-style-type: none"> <li>i. loss of or damage to the Works, Plant, and Materials ..... (insert amount)</li> <li>ii. Loss of or damage to Equipment <i>[insert amount]</i></li> <li>iii. Loss of damage to property ( except the Works, Plant, Materials, and Equipment)in connection with the Contract <i>[insert amount]</i>; and</li> <li>iv. personal injury or death <i>(insert amount)</i></li> </ul>
6.	20	<ul style="list-style-type: none"> <li>i. Commencement date of the Works is <i>[insert date]</i></li> <li>ii. Completion date of the Works is <i>[insert date]</i></li> </ul>
7.	23.1	<ul style="list-style-type: none"> <li>i. The amount of advance payment shall be ..... per cent of the contract sum payable by <i>[insert date]</i>.</li> <li>ii. Monthly Recovery of Advance Payment: .....percent of amount of Interim Payment Certificate.</li> </ul>
8.	23.2	Minimum Amount of Interim Payment Certificate will be <i>[insert figure or percent of contract price]</i>
9.	23.2	<ul style="list-style-type: none"> <li>i. The amount of retention is <i>[state the percent]</i> of value of works of Interim Payment Certificate’.</li> <li>ii. Limit of retention will be <i>[insert percent]</i> of contract price.</li> </ul>
10.	24.0	<ul style="list-style-type: none"> <li>i. The amount of liquidated damages is <i>[insert the percent]</i> percent of contract price per day.<i>[the amount Should be between 0.05 and 0.1]</i></li> <li>ii. The maximum amount of liquidated damages must be equivalent to the amount of the performance security <i>[state the amount]</i>.</li> <li>iii. Number of days for which the maximum amount of liquidated damages can be paid is <i>[insert number of days]</i>.</li> </ul>
11	25.1	Appointing Authority for the Adjudicator shall be <i>[insert name of the Appointing Authority]</i>
12	25.2	Name of the Adjudicator: <i>[insert the name of the appointed Adjudicator]</i>
13	25.5	Arbitration institution shall be <i>[insert: institution]</i>  Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
14	25.7	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .

## **SECTION VI: FORM OF AGREEMENT**

## **Contract Forms**

- i) Letter of Acceptance
- ii) Contract Agreement
- iii) Advance Payment Security (Bank Guarantee)



# Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *[date]*.

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

Subject: ..... *[Notification of Award Contract No]*

This is to notify you that your Quotation dated . . . . *[Insert date]* for execution of the . . . . .  
. . . *[insert name of the contract and identification number]* for the amount of . . . . . *[insert amount (s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

Therefore, you are required to acknowledge a receipt of this letter and confirm your readiness to pursue with the assignment.

Your response should reach the office of the *[insert the title of the Accounting officer]* by *[insert the date]*

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

CONTRACT AGREEMENT

This Agreement, made the..... [date] day of ..... [month], 20..... [year] between..... [name and address of Employer] (hereinafter called “the Employer”) on the one party and..... [name and address of Contractor] (hereinafter called “the Contractor”) on the other party.

Whereas the Employer is desirous that certain works should be carried out, viz: ..... [name of the project] located at .....and has by the letter of Acceptance Ref. No. ....dated .....accepted a Quotation by the Contractor for execution, and completion of such Works.

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;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz: -
i) Letter of Acceptance;
ii) Quotation Submission Form;
iii) Special Conditions of Contract;
iv) General Conditions of Contract;
v) Specifications;
vi) Drawings;
vii) Priced Bill of Quantities; and
viii) Any other relevant document listed in the Special Conditions of Contract as forming part of the Contract.
3. 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 execute and complete the works in conformity, in all respects, with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of Tanzanian Shillings .....[amount in words]

(..... [amount in figures]), hereinafter referred to as the “Contract Price”, at the times and in the manner prescribed by the Contract.

IN WITNESS where of, the parties hereto have set their hands and seals on the day and year first above written.

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER**

.....	In the presence of
Signature	.....
(Name).....	Signature
(Occupation).....	(Name).....
	(Occupation).....

**ON BEHALF OF THE CONTRACTOR:**

.....	In the presence of
Signature	.....
(Name).....	Signature
(Occupation).....	(Name).....
(Address).....	(Occupation).....
	(Address).....

**ADVANCE PAYMENT SECURITY**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

(\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest,

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment as specified in the Contract.*

upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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*[signature(s)]*

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

## APPENDIX A –EVALUATION CRITERIA AND METHODOLOGY

<b>1.</b>	<b>Evaluation Criteria and Methodology</b>
<b>1.1</b>	<b>Correction of Arithmetical Errors</b>
(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the later will be corrected accordingly
(b)	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
(c)	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
(d)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
<b>1.2</b>	<i>Discounts</i>
	the employer will adjust the quotation price, using the methodology prescribed by the bidder in its quotation submission form, to take account of the discounts offered as read out at the quotation opening.
<b>1.3</b>	Quantifiable nonmaterial nonconformities
	the adjustment shall be made using the following methodology: <i>[insert methodology]</i>
<b>1.4</b>	Any other Criteria or Methodology
	<i>[Insert the applicable criteria and methodology]</i>

**SECTION I: INVITATION FOR QUOTATION.**

**[Insert Name of Procuring and Disposing Entity]**

**[Insert Logo]**

**Quotation No:.....**

**For**

**[Insert title or brief description of the works]**

### **INVITATION FOR QUOTATIONS**

**Date: .....**

**To: [Insert name of Contractor]**

1. The Revolutionary Government of Zanzibar has set aside funds for the operation of the *[insert the name of the employer, especially the benefiting Procuring and Disposing Entity for which the funds has been allocated for]* during the financial year *[insert the year under financing]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for which this invitation for quotation is issued.

or

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

2. You are hereby invited to submit your priced quotation for executing the works as described in the Bills of Quantities (BoQ), Drawings and Specifications.
3. All quotations in one original plus *[insert no.]* copies, properly filled in, and enclosed in plain envelopes marked *[Insert the description of works to be executed]* must be delivered to the *[state the address]*.
4. Deadline for submission of Quotations shall be on *[insert time and date]*. Quotations shall be opened promptly thereafter in public and in the presence



of Bidder's representatives who choose to attend the opening at the *[insert the physical address of the place for Quotation opening]*.

5.            Late Quotation or Quotation that is not opened in public, shall      not be accepted for evaluation irrespective of the circumstances.

*[Insert name and signature of Authorized Person of the Procuring and Disposing Entity]*

