



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

**Standard Bidding Document**

**National and International Competitive Bidding**

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**Procurement of Small and  
Medium Works**

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**JULY 2021**

## ***Standard bidding documents***

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### ***Procurement of Works***

## **National and International Competitive Bidding (Small and Medium Works Contracts)**

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The Procuring and Disposing Entities shall use the appropriate Standard Bidding Documents issued by Public Procurement and Disposal of Public Assets Authority Zanzibar with minimum changes, acceptable to the Authority. Any such changes shall be introduced only through Bid Data Sheets and Special Conditions of Contract.

## *Preface*

Procurement for Works under public-financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement and Disposal of Public Assets Act No. 11 of 2016

This Standard Bidding Document has been prepared by the Public Procurement and Disposal of Public Assets Authority Zanzibar for use by Procuring and Disposing Entities in the procurement of works for small contracts through Domestic (National) and International Competitive Bidding (DCB) without pre-qualification.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the Public Procurement and Disposal of Public Assets Act. No. 11 of 2016.

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

EXECUTIVE DIRECTOR  
PUBLIC PROCUREMENT AND DISPOSAL  
OF PUBLIC ASSETS AUTHORITY - ZANZIBAR  
P.O. Box 1290  
Zanzibar:

**SBD for Procurement of Small Works**

## **PART 1 – BIDDING PROCEDURES**

### **Section I. Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

### **Section II. Bid Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, **Instructions to Bidders.**

### **Section III. Evaluation and Qualification Criteria**

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

### **Section IV. Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

## **PART 2 – EMPLOYER’S REQUIREMENTS**

### **Section V. Requirements**

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

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

### **Section VI. General Conditions of Contract (GCC)**

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

### **Section VII. Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

### **Section VIII. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

**Attachment: Invitation for Bids**

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

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## **PART 1 – Bidding Procedures**



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## A. Introduction

1. **Scope of Bid**
  - 1.1 The Procuring and Disposing Entity indicated in the **Bid Data Sheet** (BDS) invites Bids for the construction of works as specified in the **Bid Data Sheet**
  - 1.2 The successful Bidder will be expected to complete the works by the required completion date specified in the **Bid Data Sheet**.
2. **Source of Funds**
  - 2.1 The Revolutionary Government of Zanzibar has set aside funds for the operations of the Procuring and Disposing Entity named in the **Bid Data Sheet** during the Financial Year indicated in the **Bid Data Sheet**. 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 **Bid Data Sheet**.

**Or**

The United Republic of Tanzania/The Revolutionary Government of Zanzibar has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the **Bid Data Sheet**, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the **Bid Data Sheet**.

  - 2.2 Payments will be made directly by the Procuring and Disposing Entity or by financing institution specified in the **Bid Data Sheet**.
3. **Eligible Bidders**
  - 3.1 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB sub-Clause 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. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Bid Data Sheet**, all parties shall be jointly and severally liable
  - 3.2 National Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory boards/institutions in Zanzibar as stated in **Bid Data Sheet**. Foreign Bidders are exempted from this requirement but if selected as having submitted the lowest evaluated Bid, the successful Bidder shall register with the appropriate statutory boards/institutions and shall be required to submit evidence of registration as an approved Service Provider in Zanzibar.
  - 3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- 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 Procuring and Disposing Entity 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 executed under this Invitation for Bids.
  - 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 Bid; 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 Bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this Bidding process; or
  - f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.
  - g) Participated as a consultant in the preparation of the design or technical specifications of the works and related services that are the subject of the Bid.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Authority in accordance with sub-Clause 45.1.
- 3.5 Government-owned enterprises in Zanzibar may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
- 3.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 3.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request.
- 4. One Bid per Bidder**
- 4.1 A firm shall submit only one Bid, in the same Bidding process, either individually as a Bidder or as a partner in a joint venture.
- 4.2 No firm can be a subcontractor while submitting a Bid

- individually or as a partner of a joint venture in the same Bidding process.
- 4.3 A firm, if acting in the capacity of subcontractor in any Bid, may participate in more than one Bid but only in that capacity.
- 4.4 A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids in which the Bidder has participated to be disqualified.
- 5. Cost of Biding**
- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring and Disposing Entity will in no case be responsible or liable for those costs.
- 6. Site Visit and Pre-Bid Meeting**
- 6.1 The Bidder, at the Bidder's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 The Procuring and Disposing Entity may conduct a site visit and a pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.3 The Bidder's designated representative is invited to attend a site visit and pre-bid meeting which, if convened, will take place at the venue and time stipulated in the **Bid Data Sheet**.
- 6.4 The Bidder is requested as far as possible, to submit any questions in writing or by electronic means to reach the Procuring and Disposing Entity before the pre-bid meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 6.5.
- 6.5 Minutes of the pre-bid meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-bid meeting will be transmitted within the time stated in the **Bid Data Sheet** to all Contractors who purchased Bidding documents. The Procuring and Disposing Entity shall make any modification of the Bidding documents listed in sub-Clause 7.1 that may become necessary as a result of the pre-bid meeting exclusively through the issue of an Addendum pursuant to ITB sub Clause 9.2 and not through the minutes of the pre-bid meeting.

- 6.6 Non-attendance during the site visit or pre-bid meeting will not be a cause for disqualification of a Bidder.

## **B. Bidding Documents**

### **7. Content of Bidding Documents**

- 7.1 The works required, Bidding procedures, and contract terms prescribed in the Bidding Documents should be read in conjunction with any addenda issued in accordance with ITB sub Clause 9.2 include:

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (**ITB**)
- Section II. Bid Data Sheet (**BDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

#### **PART 2 Employer's Requirements**

- Section V. Requirements

#### **PART 3 Conditions of Contract and Contract Forms**

- Section VI. General Conditions of Contract (**GCC**)
- Section VII. Special Conditions of Contract (**SCC**)
- Section VIII. Contract Forms

- 7.2 The number of copies to be completed and returned with the Bid is specified in the **Bid Data Sheet**.
- 7.3 The Invitation for Bids issued by the Procuring and Disposing Entity is not part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in ITB sub-Clause 7.1 above, said Bidding Documents will take precedence.
- 7.4 The Procuring and Disposing Entity is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring and Disposing Entity.
- 7.5 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

- 8. Clarification of Bidding Documents**
- 8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring and Disposing Entity in writing or electronic mail at the Procuring and Disposing Entity's address indicated in the **Bid Data Sheet**.
- 8.2 The Procuring and Disposing Entity will within the period stated in the **Bid Data Sheet** respond in writing to any request for clarification provided that such request is received not later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in ITB sub-Clause 22.1.
- 8.3 Copies of the Procuring and Disposing Entity's response will be forwarded to all Contractors who purchased Bidding documents, including a description of the inquiry, but without identifying its source.
- 8.4 Should the Procuring and Disposing Entity deem it necessary to amend the Bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.
- 9. Amendments of the Bidding Documents**
- 9.1 Before the deadline for submission of Bids, the Procuring and Disposing Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bid documents pursuant to ITB sub-Clause 7.1 and shall be communicated in writing or electronic mail to all who have purchased the Bidding documents directly from the Procuring and Disposing Entity.
- 9.3 In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring and Disposing Entity at its discretion shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB sub-Clause 22.2

### C. Preparation of Bids

- 10. Language of Bid**
- 10.1 The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in the Bid language stipulated in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder 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 Bid, the translation shall prevail.
- 11. Documents Constituting the Bid**
- 11.1 The Bid submitted by the Bidder shall comprise the following:
- a) The Form of Bid (in the format indicated in Section IV) in accordance with ITB Clause 14, 15 and 16;
  - b) Information requested by Instructions to Bidders ITB sub-

Clause 12.2; 12.3 and 12.4;

- c) Bid Security or Bid Securing Declaration in accordance with Instructions to Bidders ITB Clause 18;
- d) Priced Bill of Quantities;
- e) Qualification Information Form and Documents;
- f) Alternative offers where invited in accordance with Instructions to Bidders ITB Clause 19;
- g) Written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with Instructions to Bidders ITB sub Clause 20.2; and
- h) Certificate of registration from ZPPDA to verify if bidder is registered by Authority; and
- i) any information or other materials required be completing and submitting by Bidders, as specified in the **Bid Data Sheet**.

## 12. Documents Establishing Qualifications of the Bidder

- 12.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in Section IV, Bidding Forms.
- 12.2 Bidders, individually or in joint ventures, applying for eligibility for margin of preference, if such margin applies pursuant to **ITB 32**, shall supply all information required to satisfy the criteria for eligibility as described in **ITB 32**.
- 12.3 The Bidders shall provide the information requested in the corresponding information sheets included in Section III, Evaluation and Qualification Criteria of the bidding document using sample forms provided in Section IV, Bidding Forms.
- 12.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Bid Data Sheet**:
  - a) the Bid shall include all the information listed in the **Bid Data Sheet** pursuant to ITB sub-Clause 12.3 above for each joint venture partner;
  - b) one of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
  - c) the partner in charge shall be authorized to receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall

be done exclusively to the partner in charge;

- d) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Bid and in the Agreement (in case of a successful Bid).
- e) a copy of the joint venture agreement into by all partners shall be submitted with the Bid. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement; and
- f) the Bid Security or Bid Securing Declaration as stated in accordance with ITB Clause 18, and in case of a successful Bid, the Agreement, shall be signed so as to be legally binding on all partners.

### **13. Slice and Package**

- 13.1 When Bidding for more than one contract under the slice and package arrangements, the Bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being bided in regard to:-
- a) average annual turnover;
  - b) particular experience including key production rates;
  - c) financial means, etc;
  - d) personnel capabilities; and
  - e) equipment capabilities.
- 13.2 In case the Bidder fails to fully meet any of these criteria, it may be qualified only for those slices for which the Bidder meets the above requirement.

### **14. Form of Bid**

- 14.1 The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Form of Bid must be completed without any alterations to its format and no substitute shall be accepted.

### **15. Bid Prices and Discounts**

- 15.1 The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2 The Bidder 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 Bidder will not be paid for by the Procuring and Disposing Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.
- 15.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates, prices and total Bid price submitted by the Bidder.



- 15.4 The rates and prices quoted by the Bidder shall be fixed during the performance of the Contract Unless otherwise provided in the **BDS** and the **General Conditions of Contract (GCC)**.
- 15.5 The price to be quoted in the Bid Form shall be the total price of the Bid, excluding any discounts offered.
- 15.6 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Bid Form, in accordance with **ITB 14**.
- 15.7 If, pursuant to **ITB 14.2**, prices are adjustable, the Bidder shall furnish the indices and weightings for the price adjustment formula in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 15.8 If so indicated in **ITB 1.1**, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with **ITB 14.6**, provided the bids for all contracts are submitted and opened at the same time.
- 16. Bid Currencies** 16.1 The unit rates and prices shall be quoted by the Bidder entirely in Tanzania shillings.
- 17. Bid Validity Period** 17.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the Bid submission deadline prescribed by the Procuring and Disposing Entity, pursuant to ITB Sub Clause 22.1. The Procuring and Disposing Entity **shall reject a Bid valid for a shorter period as non-responsive**.
- 17.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Procuring and Disposing Entity may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by electronic mail. A Bidder may refuse the request without forfeiting its Bid Security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 18 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 Bid validity period, the contract price will be increased by a factor specified in the request for extension calculated on the basis provided

in the **Bid Data Sheet**. The Bid evaluation shall be based on the Bid price without taking into consideration on the above correction.

**18. Bid Security or Bid Securing Declaration**

- 18.1 Pursuant to ITB Clause 11, unless otherwise specified in the **Bid Data Sheet**, the Bidder shall furnish as part of its Bid, an original Bid Security in a type, format, the amount and currency specified in the **Bid Data Sheet** or Bid Securing Declaration as specified in the **Bid Data Sheet** in the format provided in **Section IV**
- 18.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring and Disposing Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB sub-Clause 18.9.
- 18.3 The Bid Security shall be issue by reputable financial institution and denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) an unconditional guarantee issued by a bank or surety;
  - (b) an irrevocable letter of credit; or
  - (c) a cashier's or certified check;

If the unconditional guarantee is issued by Bank, an insurance company or a bonding company located outside Zanzibar, the issuer shall have a correspondent financial institution located in Zanzibar to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under **ITB 17.2**.

- 18.4 The Bid Security shall be payable promptly upon written demand by the Procuring and Disposing Entity in case any of the conditions listed in ITB sub-Clause 18.8 are invoked.
- 18.5 Any Bid not accompanied by a Bid Security in accordance with ITB sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring and Disposing Entity as non-responsive, pursuant to ITB Clause 28.
- 18.6 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring and Disposing Entity pursuant to ITB Clause 17.
- 18.7 The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the Performance Security, pursuant to ITB Clause

- 41.
- 18.8 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- a) if a Bidder
    - i) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form except as provided for in ITB sub-Clause 17.2; or
    - ii) does not accept the correction of errors pursuant to ITB sub-clause 29.3; or
  - b) in the case of a successful Bidder, if the Bidder fails:
    - i) to sign the contract in accordance with ITB Clause 40; **or**
    - ii) to furnish Performance Security in accordance with ITB Clause 41.
- 18.9 The Bid Security or Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Bid.
- 18.10 A Bidder shall be suspended from being eligible for Bidding in any contract with the Procuring and Disposing Entity for the period of time indicated in the Bid Securing Declaration:
- (a) if the Bidder withdraws its Bid, except as provided in ITB sub-Clauses 17.2 and 29.2; or
  - (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the contract, or
    - (ii) furnish the required Performance Security
- 19. Alternative Bids by Bidders**
- 19.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic Bidder's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Bid Data Sheet**. If so allowed, ITB sub-Clause 19.2 and 19.3 shall govern.
- 19.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Bid Data Sheet** as will the method of evaluating different times for completion.
- 19.3 If so allowed in the **Bid Data Sheet**, Bidders wishing to offer technical alternatives to the requirements of the Bidding documents must also submit a Bid that complies with the requirements of the Bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring and Disposing Entity,

including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring and Disposing Entity.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, with the Form of Bid, and clearly marked “ORIGINAL”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the **Bid Data Sheet**, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.

20.2 The original and all copies of the Bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **Bid Data Sheet** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the Bid will initial all pages of the Bid, except for un-amended printed literature.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract

### D. Submission of Bids

## 21. Sealing and Marking of Bids

21.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

a) be addressed to the Procuring and Disposing Entity at the address given in the **Bid Data Sheet**; and

b) bear the Project name indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB sub-Clause 22.1.

21.3 In addition to the identification required in ITB sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the Bid be returned unopened in case it is

- declared late, pursuant to ITB sub-Clause 22.1 and for matching purpose under ITB Clause 24
- 21.4 If the outer envelope is not sealed and marked as required by ITB sub clause 21.2, the Procuring and Disposing Entity shall assume no responsibility for misplacement or premature opening of the Bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids shall be received by the Procuring and Disposing Entity at the address specified under ITB sub-Clause 21.2 no later than the date and time specified in the **Bid Data Sheet**.
- 22.2 The Procuring and Disposing Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
- 22.3 The extension of the deadline for submission of Bids shall not be made later than the period specified in the **Bid Data Sheet** before the expiry of the original deadline.
- 23. Late Bids**
- 23.1 The Procuring and Disposing Entity shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 22.
- 23.2 Any Bid received by the Procuring and Disposing Entity after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
- 24. Modification, Substitution and Withdrawal of Bids**
- 24.1 A Bidder may modify or substitute or withdraw its Bid after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Bid, is received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of Bids prescribed under ITB sub-Clause 22.1.
- 24.2 The Bidder’s modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 20 and 21 with the outer and inner envelopes additionally marked “**MODIFICATION**” or **SUBSTITUTION** or “**WITHDRAWAL**” as appropriate. The notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 24.3 No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder’s forfeiture of its Bid Security or execution of Bid Securing Declaration, pursuant to the ITB sub-Clause 17.2.

- 24.4 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this Clause, or included in the original Bid submission.

### E. Opening and Evaluation of Bids

#### 25. Opening of Bids

- 25.1 The Procuring and Disposing Entity will open all Bids including modifications, substitution or withdraw notices made pursuant to ITB Clause 24, in public, in the presence of Bidders' representatives who choose to attend and other parties with legitimate interest and Bid proceedings, at the place on the date and at time specified in the **Bid Data Sheet**. The Bidders' 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. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 24 shall not be opened but returned to the Bidder. 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 Bidder, the corresponding Bid will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "SUBSTITUTION" opened and the submissions therein read out in appropriate detail.
- 25.3 All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, and such other details as the appropriate Tender Board may consider appropriate, will be announced.
- 25.4 Bids or modifications that are not opened and not read out at Bid opening shall not be considered further for evaluation irrespective of the circumstances. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with **ITB 23**. The Letter of Bid and the Price Schedules are to be initialled by representatives of the Purchaser attending Bid opening in the manner specified in the BDS.
- 25.5 The Procuring and Disposing Entity shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.

- 25.6 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to the Bidders.
- 25.7 A copy of the minutes of the Bid opening shall be furnished to individual Bidders.
- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any effort by a Bidder to influence the Procuring and Disposing Entity's processing of Bids or award decisions may result in the rejection of his Bid.
- 26.3 Notwithstanding ITB sub-Clause 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the Bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of Bids and post-qualification of the Bidders, the Procuring and Disposing Entity may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered.
- 27.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of Bids in accordance with ITB Clause 29.
- 28. Preliminary Examination of Bids**
- 28.1 Prior to the detailed evaluation of Bids, the Procuring and Disposing Entity will determine whether each Bid
- (a) meets the eligibility criteria defined in ITB Clause 3;
  - (b) has been properly signed;
  - (c) is accompanied by the required securities; and
  - (d) is substantially responsive to the requirements of the Bidding documents.
- The Procuring and Disposing Entity's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that:-
- a) affects in any substantial way the scope, quality, or execution

- of the works;
- b) limits in any substantial way, inconsistent with the Bidding documents, the Procuring and Disposing Entity's rights or the Bidder's obligations under the Contract; or
  - c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 28.3 The Procuring and Disposing Entity will confirm that the documents and information specified under ITB Clause 11 and ITB Clause 12 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
- 28.4 The Procuring and Disposing Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation.
- 28.5 If a Bid is not substantially responsive, it will be rejected by the Procuring and Disposing Entity, and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29 Nonmaterial Nonconformities**
- 29.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 29.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.
- 30. Correction of Errors**
- 30.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-  
The Employer for any arithmetic errors will check Bids determined to be substantially responsive. Errors will be corrected by the Employer as follows:-
- 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 Procuring and Disposing Entity 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;
- 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
  - c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 30.2 The amount stated in the Bid will be adjusted by the Procuring and Disposing Entity in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB sub-Clause 18.9.
- 31. Currency for Evaluation and Comparison of Bids**
- 31.1 The currency selected for purpose of evaluation and comparison of Bids is specified in the **Bid Data Sheet**.
- 32. Comparison of Bids**
- 32.1 The Procuring and Disposing Entity shall evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 28.
- 32.2 In evaluating the Bids, the Procuring and Disposing Entity will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- a) making any correction for errors pursuant to ITB Clause 29:
  - b) excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and
  - c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB sub-Clause 24.4.
- 32.3 The Procuring and Disposing Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Procuring and Disposing Entity will not be taken into account in Bid evaluation.
- 33. Preference Schemes**
- 33.1 Domestic Preference shall be applicable as specified in Section III, Evaluation and Qualification Criteria, and in accordance

with the Section 44 of PPDA Act 11 of 2016.

- 34. Determination of the Lowest Evaluated Bid**
- 34.1 The Bid with the lowest evaluated price from among those, which are eligible, compliant and substantially responsive shall be the lowest evaluated Bid.
- 35. Post-qualification of Bidder**
- 35.1 If specified in the **Bid Data Sheet**, post-qualification shall be undertaken.
- 35.2 The Procuring and Disposing Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB sub-Clause 12.3.
- 35.3 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB sub-Clause 12.3, as well as such other information as the Procuring and Disposing Entity deems necessary and appropriate. Factors not included in the Bidding documents shall not be used in the evaluation of the Bidders’ qualifications.
- 35.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event the Procuring and Disposing Entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

#### F. Award of Contract

- 36. Criteria of Award**
- 36.1 Subject to ITB Clause 34 and 36, the Procuring and Disposing Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) is determined to be qualified to perform the Contract satisfactorily (c) successful negotiations has been concluded.
- 36.2 If, pursuant to ITB sub-Clause 13.1, the Contract is being let on a slice and package” basis, the lowest evaluated Bid price will be determined when evaluating the Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Bidders for award of more than one Contract.
- 37. Negotiations**
- 37.1 Negotiations may be undertaken with the lowest evaluated Bid relating to the following areas:
- i. a minor alteration to the technical details of the statement of

- requirements;
- ii. variation of quantities within the limit acceptable in the bidding document.
  - iii. a minor amendment to the special conditions of contract;
  - iv. finalizing payment arrangements;
  - v. mobilization arrangements;
  - vi. agreeing final delivery or work schedule to accommodate any changes required by the Procuring and Disposing Entity;
  - vii. the methodology or staffing; or
  - viii. clarifying details that were not apparent or could not be finalized at the time of bidding.
- 37.2 Where negotiation fails to result into an agreement, the Procuring and Disposing Entity may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring and Disposing Entity shall not reopen earlier negotiations.
- 38. Procuring and Disposing Entity’s Right to Accept or to Reject any or all Bids**
- 38.1 Notwithstanding ITB Clause 35, the Procuring and Disposing Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
- 38.2 The Procuring and Disposing Entity shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
- 39. Notification of Award**
- 39.1 Prior to awarding of the contract, the Employer shall issue a notice of intention to award the contract to all Bidders who participated in the Bidding in question giving them ten (10) working days within which to submit complaints to the Employer thereof, if any.
- 39.2 Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period in writing that provide record of the content of communication. The Letter of Acceptance will state the sum that the Employer will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract.
- 39.3 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing evidence of registration with relevant Statutory Boards within Zanzibar and furnishing the Performance Security in accordance with ITB 42 [Performance Security] and signing the Contract in accordance with ITB 41.2 [Signing of Contract]
- 39.4 Upon the successful Bidder’s furnishing of the performance security pursuant to ITB 42 [Performance Security], the

- Employer will promptly notify unsuccessful Bidders, the name of the winning Bidder and the Contract amount and will discharge the Bid security or Bid Securing Declaration of the unsuccessful Bidders pursuant to ITB 18.6 [Bid Security]
- 39.5 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Employer who will have to respond promptly in writing to the unsuccessful Bidder citing grounds for rejection of its Bid without disclosing information about other Bidders.
- 40. Signing of Contract**
- 40.1 Procuring and Disposing Entity within 15 days after receiving approval(s) from relevant authority(ies), shall send to the successful Bidder the approved contract document incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 40.2 Within thirty (30) days of receipt of the approved contract document, the Procuring and Disposing Entity and the successful Bidder shall sign the contract.
- 41. Performance Security**
- 41.1 Within thirty (30) days after receipt of the Letter of Acceptance, the successful Bidder shall submit to the Employer a Performance Security in the amount and in the form stipulated in the **Bid Data Sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 41.2 If the Performance Security is provided by the successful Bidder, it shall be in the form specified in the BDS which shall be in any of the following:
- (a) bank guarantee,
  - (b) insurance bond,
- Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
- 41.3 Failure of the successful Bidder to comply with the requirements of ITB sub-Clause 41.1 shall constitute sufficient grounds for cancellation of the award and any other remedy the Procuring and Disposing entity may take under the Contract and the Procuring and Disposing Entity may resort to awarding the Contract to the next ranked Bidder.
- 42. Advance Payment**
- 42.1 The Procuring and Disposing Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Bid Data Sheet**.

- 42.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX.
- 43. Adjudicator**
- 43.1 The Procuring and Disposing Entity proposes the person named in the **Bid Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Bid Data Sheet**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring and Disposing Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 44. Fraud and Corruption**
- 44.1 The Laws of Zanzibar requires that Procuring and Disposing entities (including beneficiaries of Government funded projects and procurement) as well as Bidders/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.
- a) defines, for the purpose of this provision, the terms set forth below as follows:-
- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - v. "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a official investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the official inspection and audit rights.
  - b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;
  - c) Declare a firm ineligible for a period up to five years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract
- 44.2 The Revolutionary Government of Zanzibar reserves the right, where a firm has been found by international organization to have engaged in corrupt or fraudulent practice, to declare that such firm is ineligible, for a period to be determined by the Authority.

#### **G. Reconsideration, Review and Appeal**

- 45. Review of Procurement Decisions**
45. A Bidder who is aggrieved by a decision of a Procuring and Disposing Entity may make complaints in accordance with procedures prescribed in PART EIGHT (VIII) of the Public Procurement and Disposal of Public Assets Act No 11 of 2016.

## **SECTION II: BID DATA SHEET**

### Bid Data Sheet (BDS)

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

BDS Clause	ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders (ITT)
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#### A. Introduction

1.	1.1	The procuring and disposing entity is <i>[name of the Procuring and Disposing Entity]</i> .
2.	1.1	The Project is <i>[name and summary description of the Project]</i>
3.	1.2	The expected completion date of the works is ( <i>insert the expected completion date for the works</i> )
4.	2.1	Name of financing institution is ( <i>insert name if any</i> ) Name of the Procuring and Disposing Entity is Financial Year ( <i>insert FY</i> ) Describe works under the contracts
5.	2.2	The loan/credit number is ( <i>insert number if available</i> )
6.	3.2	Bidders must be registered by Public Procurement and Disposal of Public Assets Authority Zanzibar (ZPPDA) and other relevant boards/authorities listed below: ( <i>insert a list of appropriate authorities like ZCRB, ZRB, ZSSF, BPRA, OSH</i> )
7.	6.3	Pre-Bid, meeting will take place at ( <i>insert venue</i> ) on ( <i>insert date and time</i> )  Or Pre-Bid meeting shall not be held. ( <i>Delete whichever is applicable</i> ).
8.	6.5	The minutes of the Pre-Bid meeting will be transmitted within ( <i>state the time</i> ).

#### B. Bidding Documents

9.	7.2	The number of copies to be completed and returned with the Bid is <i>[insert number of copies – minimum number is three and maximum is five]</i> .
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- 10.      8.1      Address for clarification of Biding Document is [*insert full address*]
- 11.      8.2      Period to Respond to request for clarification by the Procuring and Disposing Entity [*insert number of days*]  
  
Period Prior to deadline for submission of Bids for bidders to request clarification [*insert number of days*]

**C. Preparation of Bids**

- 12.      10.1      Language of Bid [*Insert language*]
- 13.      11.1 (i)      Other information or materials required: (*insert any additional information or materials required*)
- 14.      15.4      The price shall be (*insert “fixed” or “adjustable”*)
- 15.      17.1      The Bid validity period shall be (*insert number of days*).
- 16.      18.1      The Bidder shall furnish a Bid Security, in type and amount of (*insert type and amount in TZS*)

**Or**

The Bidder shall furnish a Bid-Securing Declaration.

- 17.      19.1      Alternative Bids are ( “*allowed*” or “*not allowed*”) in this Bid.
- 18.      19.2      Alternative time for completion ..... ( *indicate if applicable/or not applicable*)
- 19.      20.1      In addition to the original of the Bid, the Bidder should submit (*insert number*) copies of the Bid. (*the minimum number of copies should be three and maximum should be five*).
- 20.      20.2      Written confirmation of authorization are ..... (*list*)  
  
(*Power of attorney is provided*).

**D. Submission of Bids**

- 21.      21.2a)      Bids shall be submitted to (*Specify below*)  
.....  
Location Address .....  
Telephone .....  
Floor/Room No. ....  
City/Town .....  
  
22.      21.2b)      Project name .....  
Bid number .....  
Time and date for submission .....

23. 22.1 The deadline for Bid submission is *(insert day, date and time)*.
24. 22.3 The extension of the deadline for submission of Bids shall be made not later than *(insert number of days; not less than seven days)* before the expiry of the original deadline.

#### **E. Opening and Evaluation of Bids**

25. 25.1 The Bid opening shall take place at:  
Location Address .....  
Floor/Room No. ....  
City/Town .....  
Country .....  
Telephone .....
26. 31.1 The currency that shall be used for Bid evaluation and comparison purposes is : *(Insert TZS)*
27. 35.1 Post-qualification will *(insert “be undertaken” or “not be undertaken”)*

#### **F. Award of Contract:**

28. 41.1 The amount of Performance Security shall be *(insert amount up to 10% of the contract price)*
29. 42.1 The Advance Payment shall be *(limited to a maximum of twenty (20) percent of the Contract Price)*
30. 43.1 The proposed Adjudicator for the project is *(insert name of the proposed Adjudicator)* whose hourly rate shall be *(insert proposed hourly rate)*

## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Procuring and Disposing Entity shall use to evaluate bids and qualify Bidders. In accordance with ITB 12 and ITB 28, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### 1. Evaluation Criteria and Methodology

#### i) Correction of Arithmetical Errors (In accordance with ITB 29.1)

- (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 latter 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.

#### ii) Discounts (In accordance with ITB 15)

The Employer will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.

#### iii) Quantifiable Nonmaterial Nonconformities (In accordance with ITB 29)

The adjustment shall be made using the following methodology: *[If applicable, insert methodology]*

#### iv) Domestic Preference in accordance with ITB 33

*[Insert the applicable criteria and methodology]*

#### v) Any other Criteria or Methodology

*[Insert the applicable criteria and methodology]*

## 2A. Qualification Criteria

### Single Bidder

S/N	Qualification
i.	<p><b>Eligibility</b></p> <ul style="list-style-type: none"> <li>a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place or business; registration certificates and current business license.</li> <li>b) Not being under execution of Bid-Securing Declaration pursuant to ITB 3.6 for _____ years</li> <li>c) Conflict of Interest – No conflict of interest in accordance with ITB 3.3</li> <li>d) Government-owned entity – meeting conditions as indicated in ITB sub clause 3.5</li> </ul>
ii.	<p><b>Litigation History</b></p> <p>Information on litigation within the last _____ ( ) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation.</p>
iii.	<p><b>Financial Situation</b></p> <ul style="list-style-type: none"> <li>1. Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last ____ [ ] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.</li> <li>2. Minimum average annual turnover of _____, calculated as total certified payments received for contracts in progress or completed, within the last _____ ( ) years</li> <li>3. The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as TZS _____ for the subject contract(s) net of the Bidders other commitments.</li> <li>4. The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</li> </ul>
iv.	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>1. Participation as prime contractor, management contractor, or subcontractor, in at least _____ ( ) contracts within the last _____ ( ) years, each with a value of at least _____ ( ), that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or</li> </ul>

	other characteristics as described in Section VI, Requirements.																												
<b>v.</b>	<p><b>Personnel</b></p> <p>The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Position <i>[PDE to list required key personnel]</i></th> <th>Total Work Experience (years)</th> <th>Experience In Similar Work (years)</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.</p>	No.	Position <i>[PDE to list required key personnel]</i>	Total Work Experience (years)	Experience In Similar Work (years)	1				2				3				4				5							
No.	Position <i>[PDE to list required key personnel]</i>	Total Work Experience (years)	Experience In Similar Work (years)																										
1																													
2																													
3																													
4																													
5																													
<b>vi.</b>	<p><b>Equipment</b></p> <p>The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Equipment Type <i>[PDE to list required equipment]</i></th> <th>Characteristics</th> <th>Minimum Number Required</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> </tbody> </table> <p>The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.</p>	No.	Equipment Type <i>[PDE to list required equipment]</i>	Characteristics	Minimum Number Required	1				2				3															
No.	Equipment Type <i>[PDE to list required equipment]</i>	Characteristics	Minimum Number Required																										
1																													
2																													
3																													

## **2B. Qualification Criteria**

### **Joint Venture**

In case of Joint Venture or Consortium, qualification requirements specified in Section 2A shall be treated in the following manners;

- i. Item (i) and (ii) should be provided by all partners.
- ii. Item (iii), (iv), (v) and (vi) should be provided by at least one partner or all partners combined.

## **SECTION IV: BIDDING FORMS**

## Section IV. Bidding Forms

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**1. FORM OF BID**

[date]

To: [name and address of Employer]

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

We accept the appointment of [name proposed in Bid Data Sheet] as the adjudicator.

[or]

We do not accept the appointment of [name proposed in Bid Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Arbitrator, whose daily fees and biographical data are attached.

We are not participating, as Bidder, in more than one Bid in this Bidding process other than alternative Bids in accordance with ITB 19.

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

This Bid 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 Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding documents and specified in the **Bid Data Sheet**.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**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**

**BILL OF QUANTITIES / SCHEDULE OF PRICES**

## 1. BID SECURITY FORM

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ [name of contract] under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with **ITB 42**.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Applicant of the results of the Bidding process; or (ii) thirty (30) days after the end of the Bid Validity Period.

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

\_\_\_\_\_  
[signature(s)]

**BID- SECURING DECLARATION**

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

Bid No: *(insert number of Bidding process)*

Alternative No: *(insert identification No if this is a Bid for an alternative)*

To: *(insert complete name of Employer)*

We, the undersigned, declare that:

We understand that, according to your condition, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of *(insert number of months or years)* starting on *(insert date)*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn out Bid during the period of Bid validity specified in the form of Bid; of
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to executed the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 42.

We understand this Bid 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) thirty (30) days after the expiration of our Bid.

Signed: *(insert signature of person whose name and capacity are shown)*

In the capacity of *(insert legal capacity of person signing the Bid Securing Declaration)*

Name: *(insert complete name of person signing the Bid 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)*

## **INTEGRITY**

**Each Bidder must submit a statement, as part of the bid documents, with either of the following format**

**MEMORANDUM (Format 1)**

*(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, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**MEMORANDUM (Format 2)**

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_



## **Technical Proposal Forms**

- i. Site Organization
- ii. Method Statement
- iii. Mobilization Schedule
- iv. Construction Schedule
- v. Others

<h2 style="text-align: center;">Site Organization</h2>
--

**Method Statement**

<h2>Mobilization Schedule</h2>
--------------------------------

<h2><b>Construction Schedule</b></h2>
---------------------------------------

**Others**

## Form of Qualification Information

To establish qualifications to perform the contract the Bidder shall provide information requested in form

### 1. Individual Bidders

#### 1.1 Eligibility

- a) Constitutional or legal status of Bidder: *[attach copies]*
  - i. Place of registration: *[insert ]*
  - ii. Principal place of business: *[insert]*
  - iii. Certificate of Registration/Incorporation *[attach]*
  - iv. Current Business License *[attach]*
- b) Not being under execution of Bid-Securing Declaration pursuant to ITB 3.6, Sub-Section 2A (ii) (c) of Section III, Evaluation and Qualification Criteria - *(state Yes or No)*

*If No the Contractor should state the name of project, employer and duration of suspension*

- c) Conflict of Interest *(Contractor should state Yes or No, if Yes the contractor should state the area where the conflict of interest exist.)*
- d) Government-owned entity that meets conditions of ITB 3.5 *(should Attach legal, financial and commercial status)*

#### 1.2 **Litigation History**

Information on litigation in which the Bidder is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			
3.			

#### 1.3 Financial Situation

The submitted financial reports must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

1. Average Coefficient of Current Ratio  $\geq 1.1$
2. Average Coefficient of Debt Ratio  $\leq 0.75$
3. Average Coefficient of Interest Coverage Ratio  $\geq 5.0$
4. Debt Equity Ratio  $\leq 3.0$

Information in this table should be extracted from the financial reports submitted (*sample table for five (5) years*).

Type of Financial information in (TZS)	Historic information for previous (TZS equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

### **Average Annual Construction Turnover**

The Contractor should provide information regarding Average Annual Construction Turnover using the below table (*sample table for five (5) years*)

<b>Annual Turnover Data (construction only)</b>	
<b>Year</b>	<b>Amount In TZS</b>
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
	<b>Average Annual Construction Turnover★</b>

★ Total TZS equivalent for all years divided by the number of years.



### Financial Capability

The Bidder shall specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the sub-contract or contracts.

Source of financing	Amount in TZS
1.	
2.	
3.	
4.	

Name, address and telephone numbers of banks that may provide references contracted by the Employer.

### 1.4 Experience

The Contractor should provide information on experience using the below table;

S/No.	Project Name and Country	Name of Employer and full address	Contractor Participation	Type of Work Performed	Duration (start and completion date)	Value of Contract
1.						
2.						
3.						

**To comply with this requirement, works cited should be at least 70 per cent complete.**

Also list details of work under way or committed, including expected completion dates.

S/No.	Name of Contract	Employer's Contact Address	Value of Outstanding Work [Current in TZS]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [TZS/month]
1.					
2.					
3.					

### 1.5 Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key proposed key personnel shall be attached)

S/No.	Position	Name	Total Work Experience (years)	Experience In Similar Work (years)
1.				
2.				
3.				

### 1.6 Equipment

Major items of Contractor's Equipment proposed for carrying out the works.  
List all information requested below

List all information requested below

S/No.	Item of Equipment	Description, Make, and Age (years)	Condition (new, good, Poor) and Number Available	Owned, Leased (from whom?) or to be Purchased (from whom?)
1.				
2.				
3.				

## 2      **Joint Venture**

In case of Joint Venture or Consortium, qualification requirements specified in Section 1 above (Individual Bidders), shall be treated in the following manners;

- i.      Item 1.1 and 1.2 should be provided by all partners.
- ii.     Item 1.3, 1.4, 1.5 and 1.6 should be provided by at least one partner or all partners combined.

## **SECTION V – REQUIREMENTS**

- i. Technical specification
- ii. Drawings

**TECHNICAL SPECIFICATION**

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**SECTION VI: GENERAL CONDITIONS OF CONTRACT**

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## A. General

These **General Conditions of Contract (GCC)**, read in conjunction with the **Special Conditions of Contract (SCC)** and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

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

### 1. Definitions

1.1 The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance.

The **Arbitrator** is the person appointed to resolve contractual disputes, and as provided for in **GCC 27** and **28** hereunder.

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

**Compensation Events** are those defined in Clause 47 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with sub-Clause 58.1.

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

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bid document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed

in accordance with the Contract.

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 **Special Conditions of Contract** and calculated from the Completion Date.

**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.

The **Employer** is the party who employs the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

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 **Special Conditions of Contract**. Only the Project Manager may revise the Intended Completion Date by issuing an extension of time or an acceleration order.

The **Intended Commencement Date** is the date on which it is intended that the Contractor shall start the Works. The Intended Commencement date is specified in the **Special Conditions of Contract**. Only the Project Manager may revise the Intended commencement Date by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.

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.

The **Site** is the area defined as such in the **Special Conditions of Contract**.

**Site Investigation Reports** are those that were included in the Bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the **Special Conditions of Contract**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager that varies the Works.

“**Force Majeure**” means an event which is beyond the reasonable control of a 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.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **Special Conditions of Contract**.

## 2. Interpretation

### 2.1

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying

- queries about these Conditions of Contract.
- 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 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Contractor's Bid,
  - (4) Special Conditions of Contract,
  - (5) General Conditions of Contract,
  - (6) Specifications,
  - (7) Drawings,
  - (8) Bill of Quantities, and
  - (9) Any other document listed in the **Special Conditions of Contract** as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the **Special Conditions of Contract**.
4. **Confidentiality** 4.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
5. **Project Manager's Decisions** 5.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
6. **Delegation** 6.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
7. **Communications** 7.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it

- is delivered.
- 8. Subcontracting** 8.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 9. Other Contractors** 9.1 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 **Special Conditions of Contract**. 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.
- 10. Personnel** 10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Special Conditions of Contract**, 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.
- 10.2 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, the Contractor shall ensure that the person leaves the Site within the period given by Project Manager and has no further connection with the work in the Contract.
- 11 Employers and Contractor's Risks** 11.1 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
- 12. Employers Risks** 12.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the

Works or

(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war, radioactive contamination or any other disaster that directly affecting the country where the Works are to be executed.

12.2 From the Completion Date until the Defects Liability 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:

(a) a defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

**13. Contractor's Risks** 13.1 From the Starting Date until the Defects Liability 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.

**14. Insurance** 14.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **Special Conditions of Contract** 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.
- 14.2 The Contractor shall deliver policies and certificates for insurance to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 14.3 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.
- 14.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 14.5 Both parties shall comply with any conditions of the insurance policies.
- 15. Site Investigation Reports** 15.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **Special Conditions of Contract**, supplemented by any information available to the Bidder.
- 16. Queries about the Special Conditions of Contract** 16.1 The Project Manager will clarify queries on the **Special Conditions of Contract**.
- 17. Contractor to Construct the Works** 17.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 18. Commencement and Completion of Works** 18.1 The Contractor is expected to commence execution of the Works by the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 19. Approval by the Project Manager** 19.1 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.



- 19.2 The Contractor shall be responsible for design of Temporary Works.
- 19.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 20 Protection of the environment**
- 20.1 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.
- 20.2 The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws.
- 21. Labour Laws**
- 21.1 The Contractor shall comply with all the relevant labour laws applicable in Zanzibar, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
- 21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- 22. Health and Safety**
- 22.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
- 22.2 The Contractor shall provide the first aid facilities that 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
- 22.3 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.
- 22.4 The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such

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			measures to reduce the risk of transfer of HIV/AIDS or any other STDs between and among Contractor's personnel, the Employers Staff and the surrounding community.
23.	<b>Discoveries</b>	23.1	Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
24	<b>Possession of the Site</b>	24.1	The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the <b>Special Conditions of Contract</b> , the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
25	<b>Access to the Site</b>	25.1	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.
26.	<b>Instructions, inspections and audits</b>	26.1	The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
		26.2	The Contractor shall permit the Government of Zanzibar to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of Zanzibar if so required by the Government of Zanzibar.
27.	<b>Disputes</b>	27.1	If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Arbitrator within 14 days of the notification of the Project Manager's decision.
28.	<b>Procedure for Disputes</b>	28.1	The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
		28.2	The Arbitrator shall be paid by the hour at the rate specified in the <b>Bid Data Sheet</b> and <b>Special Conditions of Contract</b> , together with reimbursable expenses of the types specified in the <b>Special Conditions of Contract</b> , and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached

by the Arbitrator. Either party may refer a decision of the Arbitrator within 28 days to the Arbitrator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Arbitrator's decision will be final and binding.

- 28.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **Special Conditions of Contract**.
- 29 **Replacement of Arbitrator** 29.1 Should the Arbitrator resign or die, or should the Employer and the Contractor agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the **Arbitrator** shall be designated by the Appointing Authority stated in the **Special Conditions of Contract** at the request of either party, within 14 days of receipt of such request.

#### **B. Time Control**

- 30 **Program** 30.1 Within the time stated in the **Special Conditions of Contract**, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 30.2 An update of the 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.
- 30.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **Special Conditions of Contract**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **Special Conditions of Contract** 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.
- 30.4 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.

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| <b>31. Extension of the Intended Completion Date</b> | 31.1 | The Project Manager shall 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.   |
|  | 31.2 | The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date. |
| <b>32. Acceleration</b>                              | 32.1 | When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.   |
|  | 32.2 | If the Employer accepts the Contractor's priced proposals for acceleration, they shall be incorporated in the Contract Price and treated as a Variation.   |
| <b>33. Delays Ordered by the Project Manager</b>     | 33.1 | The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.   |
| <b>34. Management Meetings</b>                       | 34.1 | 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.  |
|  | 34.2 | The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.  |
| <b>35. Early Warning</b>                             | 35.1 | The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the   |

execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall provide by the Contractor as soon as reasonably possible.

- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

- 36. Identifying Defects** 36.1 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. 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.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **Special Conditions of Contract**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. Cost Control**

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| <b>40. Bill of Quantities</b>        | 40.1 | The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.  |
|                                      | 40.2 | The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.   |
| <b>41. Changes in the Quantities</b> | 41.1 | 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 not exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.   |
|                                      | 41.2 | 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.  |
|                                      | 41.3 | If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.   |
| <b>42. Variations</b>                | 42.1 | All Variations shall be included in updated Programs produced by the Contractor.  |
| <b>43. Payments for Variations</b>   | 43.1 | 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.   |
|                                      | 43.2 | 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 above the limit stated in <b>GCC 41</b> 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. |
|                                      | 43.3 | 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.
- 43.4 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.
- 43.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 44. Cash Flow Forecasts**
- 44.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
- 45. Payment Certificates**
- 45.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 45.2 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 certificate.
- 45.3 The Project Manager shall determine the value of work executed.
- 45.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 45.5 The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price if applicable.
- 45.6 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.
- 45.7 The Project Manager shall not 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 **Special Condition of Contract**.
- 46. Payments**
- 46.1 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. 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 for commercial borrowing for each of the currencies in which payments are made.

46.2 If an amount certified is increased in a later certificate or as a result of an award by 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.

46.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

46.4 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.

**47. Compensation Events**

47.1 The following shall be Compensation Events:

- (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 bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.



- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.
- (m) after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC. The Project Manager shall not be bound to certify any payment.

47.2 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 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.

47.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost, the Project Manager shall assess it, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

47.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 48. Taxes

48.1 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 bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are

not already reflected in the Contract Price.

**50. Price Adjustment**

- 50.1 If applicable, the amounts payable to the Contractor, in various currencies pursuant to sub-Clause 45, shall be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
- 50.2 To the extent that full compensation for any rise or fall 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 or fall of costs.
- 50.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined 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;

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

where;

**P<sub>n</sub>** 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 variations and daywork are not otherwise subject to adjustment;

**a** is a constant, specified in the **Appendix to Bid**, representing the nonadjustable portion in contractual payments;

**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 Bid**; the sum of a, b, c, d, etc., shall be one;

**L<sub>n</sub>, M<sub>n</sub>, E<sub>n</sub>**, 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 Sub-Clause 49.5, applicable to each cost element; and

**L<sub>o</sub>, M<sub>o</sub>, E<sub>o</sub>**, etc., are the base cost indices or reference

prices corresponding to the above cost elements at the date specified in Sub-Clause 49.5

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'.

$$F = Pn \times Pc$$

where;

The effective value **Pc** of work done which is to be subjected to increase or decrease shall be the difference between:

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
  - 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 any)
  - 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 this Sub-Clauseand
- (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

50.4 The sources of indices shall be those listed in the **Appendix to Bid**, as approved by the Engineer. 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 bid the tabulation of Weightings and Source of Indices in the **Appendix to Bid**, which shall be subject to approval by the Engineer.

50.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. 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 Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current

- indices become available
- 50.6 If the Contractor fails to complete the Works within the time for completion prescribed under Clause 57 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 Clause 28, the above provision shall apply only to adjustments made after the expiry of such extension of time.
- 50.7 The weightings for each of the factors of cost given in the **Appendix to Bid** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 42 or for any other reason.
- 51. Retention**
- 51.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **Special Conditions of Contract** until Completion of the whole of the Works.
- 51.2 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.
- 51.3 On completion of the whole Works, the Contractor may substitute retention money with an 'on demand" Bank guarantee.
- 52. Liquidated Damages**
- 52.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **Special Conditions of Contract** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 52.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub- Clause 46.

53. **Bonus** 53.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **Special Conditions of Contract** 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.
54. **Advance Payment** 54.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **Special Conditions of Contract** by the date stated in the Special Conditions of Contract, 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.
- 54.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, mobilization and other expenses required specifically for execution of the Contract. If required by the Employer, 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.
- 54.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
55. **Performance Securities** 55.1 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. 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
56. **Dayworks** 56.1 If applicable, the Dayworks rates in the Contractor's Bid 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.

- 56.2 All work to be paid for, as the Contractor on forms approved by the Project Manager shall record Dayworks. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 56.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 57. Cost of Repairs** 57.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability 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. Finishing the Contract**

- 58. Completion Certificate** 58.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.
- 59. Taking Over** 59.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 60. Final Account** 60.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 61. Operating and Maintenance Manuals** 61.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Special Conditions of Contract**.
- 61.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Special Conditions of Contract**, 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.

**62. Termination**

- 62.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 62.2 Fundamental breaches of Contract shall include, but not be limited to, the following:
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or incorporation;
  - d) 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;
  - e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - f) the Contractor does not maintain a Security, which is required; and
  - g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **Special Conditions of Contract**.
  - h) If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 62.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 62.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

- 62.5 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.
- 63. Payment upon Termination of Contract**
- 63.1 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, as indicated in the **Special Conditions of Contract**. 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.
- 63.2 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.
- 64. Property**
- 64.1 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 because of the Contractor's defaulted.
- 65. Release from Performance**
- 65.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 66. Suspension of Financing**
- 66.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.
  - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 45.1, the Contractor may immediately issue a 14-days termination notice.



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

# Special Conditions of Contract

## Instructions for completing the Special Conditions of Contract

SCC Clause	GCC Clause	Description
<b>A: GENERAL</b>		
1.	1.1	<p>The Employer is <i>[Name, address, and name of authorized representative]</i>.</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 Bids]</i>.</p> <p>The Works consist of..... <i>[Summary, including relationship to other Contracts under the Project]</i>.</p> <p>The Commencement Date shall be ..... <i>[Insert date]</i>.</p> <p>The Completion Date for the whole of the Works shall be..... <i>[Insert date]</i>.  <i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i></p> <p>The Site is located at ..... <i>[Location]</i> and is defined in drawings No:..... <i>[Insert numbers]</i></p>
2.	3.1	The language of the Contract documents is ..... <i>(Insert language)</i> . The law that applies to the Contract is the law of Zanzibar.
3.	9.1	Include the Schedule of Other Contractors, if any:..... <i>(give list of other contractors)</i>
4.	10.1	Include the Schedule of Key Personnel..... <i>(Give list of key personnel)</i>
7.	14.1	<p>The minimum insurance covers shall be:</p> <p style="padding-left: 40px;">i) loss of or damage to the Works, Plant, and</p>

- Materials ..... (insert amount)
  - ii) Loss of or damage to Equipment .....  
(insert amount)
  - iii) Loss of damage to property ( except  
the Works, Plant, Materials, and Equipment)  
in connection with the Contract  
(insert amount); and
  - iii) personal injury or death (insert amount)
8. 15.1 Site Investigation Reports available to the Bidder are:
- a) .....
  - b) .....
  - c) .....
10. 24.1 The site Possession Date shall be ..... (insert date)
11. 28.2 Hourly rate of Fees payable to the Arbitrator is (insert hourly fee in Tshs)  
Types of reimbursable expenses to be paid to the Adjudicator include ..... (insert types of reimbursable expenses)  
.....  
.....  
.....
12. 28.3 Arbitration will take place at (insert the place) in accordance with rules and regulations published by ( state the institutions) and (insert rules and regulations)
13. 29.1 Appointing Authority for the Arbitrator: [insert name of Authority]

**B. Time Control**

14. 30.1 The Contractor shall Submit a Program for the Works within [Insert number] days of delivery of the Letter of Acceptance.
15. 30.3 The period between Program updates is [number] days.
16. 30.3 The amount to be withheld for late submission of an updated Program is [amount].

**C. QUALITY CONTROL**

17. 38.1 The Defects Liability Period is [number] days.

**D: COST CONTROL**

18. 46 The interest rate shall be .....% above prevailing interest rate for commercial borrowing from the contractors bank.
20. 47.1(a) The Site Possession Date shall be ..... (*insert date*)
- 47.1(m) Minimum amount of Interim Payment Certificate will be [*insert figure or percent of contract price*]
21. 50 The contract [*insert "is" or " is not"*] subject to price adjustment in accordance with Clause 50 the General Conditions of Contract.
22. 51.1 The amount of retention is (*state the percent*) of value of works of Interim Payment Certificate.
- Limit of retention will be..... (*insert percent*) of contract price
23. 52.1 The amount of liquidated damages is ..... (*insert the percent*)  
(*should be between 0.1 and 0.15 percent of contract price per day*)
- The maximum amount of liquidated damages must be equivalent to the amount of the performance security (*state of amount*)
24. 53.1 The bonus for early completion is (*state the amount*)
25. 54.1 The amount of advance payment shall be ..... Percent of the contract sum payable by (*insert date*)
- Monthly Recovery of Advance Payment: ..... percent of amount of Interim Payment Certificate.
26. 55.1 The Performance Security shall be a minimum amount equivalent to 10% to 15% of the contract price.

**E. FINISHING THE CONTRACT**

27. 61.1 As built drawings shall be supplied by the contractor by (*insert date if applicable*)
- Operating manual shall be supplied by the contractor by (*insert date if applicable*)
28. 61.2 The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is:

*(state amount if applicable)*

The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is *(state amount if applicable)*

- 29      62.2(g)      Numbers of days for which the maximum amount of liquidated damages can be paid is ( *insert number of days*)
30.      63.1      The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is *[percent]*.

## **Section VIII- Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### **Table of Forms**

**Letter of Acceptance** ..... Error! Bookmark not defined.

**Contract Agreement**..... Error! Bookmark not defined.

**Performance Security (Bank Guarantee)** ..... Error! Bookmark not defined.

**Performance Security (Performance Bond)** ..... Error! Bookmark not defined.

**Advance Payment Security**..... Error! Bookmark not defined.

**Letter of Acceptance**  
*[letter head paper of the Employer]*

[date]

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

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We confirm that (*insert name proposed by the procuring disposing entity*) to be the Adjudicator

We accept that [*name proposed by Bidder*] be appointed as Adjudicator.

OR

We do not accept that [*name proposed by Bidder*] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [*insert the name of the Appointing Authority*], we are hereby requesting [*name*], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Bidders.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form Performance Security Form, included in Section VIII - Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency:\_\_\_\_\_

## Form of Contract Agreement

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

Whereas the Employer is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called “Contract Price”).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the addenda Nos \_\_\_\_\_(if any)
  - (d) the Special Conditions of Contract
  - (e) the General Conditions of Contract, including Appendices;
  - (f) the Specification
  - (g) the Drawings
  - (h) Bill of Quantities; and
  - (i) any other document **listed in the SCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein 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 and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Zanzibar on the day, month and year specified above



~~Signed by: ..... *Public Procurement and Disposal of Public Assets Authority – Zanzibar* ..... July, **2021**  
Version 1 for and on behalf of the Employer for and on behalf the Contractor~~

in the  
presence of: .....  
Witness, Name, Signature, Address,  
Date

in the  
presence of: .....  
Witness, Name, Signature, Address, Date

**Performance Bank Guarantee [Unconditional]**

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

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

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

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

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

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 Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert date]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than thirty (30) days from the date of issuance of the Defect Liability Certificate [Taking-Over Certificate], calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

---

*[signature(s) of an authorized representative(s) of the Bank]*

## Performance Bond

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

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

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Defect Liability Certificate [Taking-Over Certificate].

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

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

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

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

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

**Bank Guarantee for Advance Payment**

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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 Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the execution of *[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 and words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures and words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of Equipment, Plant, Materials, mobilization and other expenses required specifically for execution of the Contract or has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[insert account number, name and address of Bank]*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the \_\_\_ day of \_\_\_\_, 2\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert Name of Procuring and Disposal Entity (PDE)]

[Insert logo]

**Bid No. ....**  
**for**

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

### **Invitation for Bids**

Date: .....

1. This Invitation for Bids follows the General Procurement Notice for this Project which appeared in [insert media] Issue no.[insert the issue No] dated [insert dates of issue of GPN].
2. The Revolutionary Government of Zanzibar has set aside funds for the operation of the [insert the name PDE] 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 the [insert the name of the contract]

or

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

3. The [Insert the name of the Employer ] now invites sealed bids from eligible contractors registered in [Insert Classes of the contractor] for construction of [insert brief description of the works to be procured]
4. Bidding will be conducted through the [insert method of procurement] procedures specified in the Public Procurement and Disposal of Public Assets Act No. 11 of 2016 and is open to all eligible Bidders as defined in the Regulations unless otherwise stated in the Bid Data Sheet.
5. Interested Bidders may obtain further information from and inspect the Bidding Documents at the office of the [Insert the Physical, and postal address of the Tender Board's Secretary of the PDE] from [start and end of working hours] on Mondays to Fridays inclusive except on public holidays.

6. A complete set of Bidding Document(s) in *[insert language of the Bidding document]* and additional sets may be purchased by interested Bidders on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of *[insert the currency and amount]*. Payment should be settled through the following Account details: *[insert the name of the Institution and Account Number]*.
7. All bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount and currency in case of a Bid Security]*.
8. All Bids in one original plus *[Insert the number of copies required]*, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical address, room number, floor, building/plot]* at or before *[insert time and date]*. Bids will be opened promptly thereafter in public and in the presence of Bidders’ representatives who choose to attend in the opening at the *[insert the physical address of the place for bid opening]*.
9. Late bids, portion of bids, electronic bids, and bids not received, bids not opened and not read out in public at the bids opening ceremony shall not be accepted for evaluation irrespective of the circumstance.

*[Insert the title of the Accounting Officer and address of the PDE]*