

THE UNITED REPUBLIC OF TANZANIA



PRIME MINISTER'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

BUKOMBE DISTRICT COUNCIL



WATER SECTOR DEVELOPMENT PROGRAMME PHASE II (WSDP II)

RURAL WATER SUPPLY AND SANITATION PROJECT (RWSSP)

TENDER DOCUMENT FOR

**DRILLING OF EXPLORATORY AND PRODUCTIVE BOREHOLES (DRILLING,
DEVELOPMENT, TESTING AND CAPPING) OF TWENTY (20) BOREHOLES AT 7
VILLAGES OF BULANGWA, KATENTE, MSASA, KATOME, IMALAMAGIGO,
KABAGOLE AND BUGANDO IN BUKOMBE DISTRICT COUNCIL**

TENDER No. LGA113/2017/2018/RWSSP/03

June, 2018

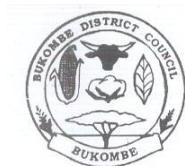
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SECTION I: INVITATION FOR BIDS

BUKOMBE DISTRICT COUNCIL.

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GEITA

Ref. No.: /BDC/W.10/25/39

INVITATION FOR BID (IFB)

Date: 12/06/2018

1. The Government of Tanzania has set aside funds for the operation of the *Rural Water Supply and Sanitation Programme (RWSSP)* during the financial year (2017/18). It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for *Procurement of Specialist Drilling Contractors for Exploratory and Productive Boreholes (BH's) Drilling for Water Supply in Bukombe District Council.*
2. *The Bukombe District Council now invites sealed bids from eligible and qualified drilling contractors capable of carrying out Drilling of Exploratory and Productive Boreholes (Drilling, Development, Testing and Capping) of twenty (20) BH's at 7 Villages of **Bulangwa, Katente, Msasa, Katome, Imalamagigo, Kabagole and Bugando** in Bukombe District Council as shown in the table below:*

PHASE	WORK DESCRIPTION	QUANTITY	PROJECT AREAS
I	Drilling of Exploratory Boreholes, Development, and Pumping Testing	20BH's	Bulangwa, Katente, Msasa, Katome, Imalamagigo, Kabagole and Bugando
II	Drilling of Productive Boreholes, Development, Pumping Testing and Capping	To be determined after Phase I	Bulangwa, Katente, Msasa, Katome, Imalamagigo, Kabagole and Bugando

N.B: The above work consists of two phases. Bidders are required to bid for all items and quantities in each phase as stipulated in the Bill of Quantities (BoQ).

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the Public Procurement Regulations, 2013 – Government Notice No. 446 and are open to National Bidders only as defined in the Regulations unless otherwise stated in the Bid Data Sheet.
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at *District Executive Director's Office, Bukombe District Council, P.O. Box 02, Bukombe, GEITA* from 08:00 am to 3:30 pm, Monday to Friday except public holidays.

5. Qualification requirements include legal status (*i.e. Specialist Drilling Contractors registered by either Contractors Registration Board (Class 5 and above) or the Ministry of Water and Irrigation*) of the bidder; proposed major equipment for carrying out the drilling works; experience of key personnel for administration and execution of contract; proposed subcontractors and firm involved (*if any*) and financial status of the bidder.
6. All Bids must be accompanied by a Bid Securing Declaration
7. Execution of contract; proposed subcontractors and firm involved (*if any*) and financial status of the bidder.
8. Interested Bidders may obtain a complete set of Bidding Document(s) in English language and additional sets from the address given on paragraph 5 above and upon payment of a *non-refundable fee of One Hundred Thousand Tanzanian Shillings Only (TShs. 100,000/=)*. Payment should be made either by either banker's draft; bankers' cheque, or cash to *the District Executive Director, Bukombe District Council, P.O. Box 02, Bukombe, GEITA*.
9. All bids in one original plus two copies (*marked Tender No.: LGA 113/2017/2018/RWSSP/03*), properly filled in, and enclosed in plain envelopes must be delivered to the address below at 10:00hr, on 20th of June, 2018 at Bukombe District Council Conference hall.

District Executive Director,
Bukombe District Council,
P. O. Box 02, Bukombe,
GEITA
 Tel: +255 754 553560 or +255 622 777491
 E-mail: dwebukombedc@gmail.com

10. Bids will be opened promptly thereafter in public and in the presence of Bidders' representatives who choose to attend in the opening ceremony at 10:00hr on 20th of June 2018 at the *Bukombe District Council's Conference Hall*.
11. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not read out in public at the bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

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Dionis M. Myinga
 District Executive Director,
BUKOMBE DISTRICT COUNCIL

SECTION II: INSTRUCTIONS TO BIDDERS

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A. Introduction

1. Scope of Bid

1.1 The Procuring Entity indicated in the **Bid Data Sheet** (BDS) invites bids for the construction of works as specified in the **Bid Data Sheet** and Section VII, Specification.

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 Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring 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 Government of the United Republic of Tanzania through Procuring Entity named in the **Bid Data Sheet** has applied for/received/ intends to apply for a [loan/credit/grant] from the financing institution named in the **Bid Data Sheet** towards the cost of the Project named in the **Bid Data Sheet**. The United Republic of Tanzania intends to apply a 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 Entity (or by financing institution specified in the **Bid Data Sheet** upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Eligible Bidders

- 3.1 A Bidder may be a natural person, private entity, government-owned entity, subject to 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 The invitation for Bids is open to all Bidders as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446, except as provided hereinafter.
- 3.3 National Bidders shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Tanzania.
- 3.4 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 Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for 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 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, or as Bidders and subcontractors simultaneously; or
 - g) Participated as a consultant in the preparation of the

design or technical specifications of the works and related services that are the subject of the Bid.

3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the United Republic of Tanzania in accordance with sub-Clause 45.1.

3.6 Government owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

3.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring 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 Bidding

5.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs except in the circumstances described in Section 97(5) (f) of the Public Procurement Act No. 9 of 2011. and Regulation 103 of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 29th November, 2013.

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 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 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 purchasers of the Bidding documents. Any modification of the bidding documents listed in sub-Clause 7.1 that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 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 are prescribed in the Bidding Documents. In addition to the Section I Invitation for Bids, Bidding documents which should be read in conjunction with any addenda issued in accordance with ITB sub Clause 9.2 include:

- Section II Instructions to Bidders
- Section III Bid Data Sheet
- Section IV General Conditions of Contract
- Section V Special Conditions of Contract
- Section VI Specifications
- Section VII Drawings
- Section VIII Bill of Quantities
- Section IX Bid Form
 - Form of Bid and Appendix to Bid
 - Form of Qualification Information
 - Letter of Acceptance
 - Form of Contract Agreement

Section X Bid Security

- Bid Securing Declaration or Bid Security Form
- Performance Security Form
- Bank Guarantee for Advance Payment Form

Section XI Integrity

Undertaking by Bidder on Anti-Bribery Policy, Code of Conduct and Compliance Programme

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 (Section I) issued by the Procuring Entity is not part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in sub-Clause 7.1 above, said Bidding Documents will take precedence.

7.4 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring 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 Entity in writing or electronic mail telex and facsimile at the Procuring Entity's address indicated in the **Bid Data Sheet**.

8.2 The Procuring 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 no later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1.

8.3 Copies of the procuring entity's response will be forwarded to all Purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring 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 Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, the procuring Entity may modify the bidding documents by issuing addenda.
- 9.2 Any addendum issued shall be part of the Bid documents pursuant to sub-Clause 7.1 and shall be communicated in writing or electronics mail, telex, facsimile to all who have obtained the Bidding documents directly from the Procuring 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 Entity at its discretion shall extend, as necessary, the deadline for submission of bids, in accordance with 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 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 IX) 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) and any information or other materials required to be completed and submitted by Bidders, as specified in the Bid Data Sheet.

12. Documents Establishing Eligibility and Qualifications of the Bidder

12.1 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

12.2 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of contract. These qualified Bidders should submit their bids with any information updating the original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IX.

12.3 If the Procuring Entity has not undertaken pre-qualification of potential Bidders, to qualify for award of the contract, Bidders shall meet the minimum qualifying criteria specified in the **Bid Data Sheet**:

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 sub-Clause 12.3 above for each joint venture partner;

b) the bid shall be signed so as to be legally binding on all partners;

c) 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;

d) the partner in charge shall be authorized to incur liabilities and 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 with the partner in charge;

e) 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); and

f) 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.

g) 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 bid 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**
- 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 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 15 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 subject to adjustment during the performance of the Contract if provided for in the **Bid Data Sheet** and the provisions of the Conditions of Contract. The Bidder shall submit with the bid all the information required under the **Special Conditions of Contract**.
- 16. Bid Currencies**
- 16.1** The unit rates and prices shall be quoted by the Bidder entirely

in Tanzania shillings as specified in the **Bid data Sheet**.

16.2 Bidders shall indicate details of their expected foreign currency requirements in the bid, if any. The rates of exchange to be used by the Bidder in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the **Bid Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of sub-Clause 31.1 shall apply. In any case, payments will be computed using the rates quoted in the bid.

16.3 Bidders may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1.

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 Entity, pursuant to ITB Clause 22. **A Bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.**

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring 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 cable. 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 Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

18. 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, a bid Security in original form and in 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 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 denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:
- a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania, in the form provided in the Bidding documents or another form acceptable to the Procuring Entity and **valid for thirty (30) days beyond the end of the validity of the Bid**. This shall also apply if the period for Bid validity is extended. In either case, the form must include the complete name of the Bidder; or,
 - b) a cashier's or certified check.
 - c) another security if indicated in the **Bid Data Sheet**
 - (i) sign the contract, or
 - (ii) furnish the required performance security
- 18.4 The Bid security shall be in accordance with the Form of the Bid security included in Section VIII or another form approved by the Procuring Entity prior to the Bid submission
- 18.5 The Bid security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.
- 18.6 Any Bid not accompanied by a Bid security in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 28.
- 18.7 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 Entity pursuant to ITB Clause 17.
- 18.8 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 40, and furnishing the performance security, pursuant to ITB Clause 41.
- 18.9 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 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.

18.10 The Bid Security or Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the bid.

18.11 A Bidder shall be suspended from being eligible for bidding in any contract with the Procuring 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, 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 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

- 20. Format and Signing of Bid**
- 20.1** Procuring Entity.
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. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 20.3** Any interlineations, erasures, or overwriting shall be valid only if they are initialed 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 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 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 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 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 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 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 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 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 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 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, telex, facsimile, 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 18.9.

24.4 Withdrawal of a bid between the deadline for submission of bids

and the expiration of the period of bid validity specified in the **Bid Data Sheet** or as extended pursuant to sub-Clause 15.2 shall result in the forfeiture of the bid security or execution of bid securing declaration pursuant to ITB sub-Clause 16.7.

24.5 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 Entity will open all Bids including modifications, substitution or withdraw notices made pursuant to ITB Clause 24, in public, in the presence of Bidders' or 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 by the Secretary of the Tender Board or his delegate at the opening.

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. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

25.5 Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring

Entity against any claim or failure to read out the correct information contained in the Bidders bid.

25.6 No bid will be rejected at bid opening except for late bids which will be returned unopened to the Bidder, pursuant to ITB Clause 23.

25.7 The Secretary of the appropriate Tender Board 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.

25.8 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 all the Bidders.

25.9 A copy of the minutes of the bid opening shall be furnished to individual Bidders upon request.

26. Confidentiality

26.1 Information relating to the examination, clarification evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders until the award to the successful Bidder has been announced.

26.2 Any effort by a Bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of his bid.

26.3 Notwithstanding sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring 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 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 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 Entity in the evaluation of Bids in accordance with ITB Clause 29.

27.3 From the time of bid opening to the time of Contract award if any

Bidder wishes to contact the Procuring Entity on any matter related to the bid it should do so in writing.

28. Preliminary Examination of Bids

28.1 Prior to the detailed evaluation of bids, the Procuring 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 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 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 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 Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder

28.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

29. Correction of Errors

29.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-
Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. 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 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.

29.2 The amount stated in the bid will, be adjusted by the Procuring 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 sub-Clause 18.9.

30. Conversion to Single Currency

30.1 To facilitate evaluation and comparison, the Procuring Entity will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to either:

a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;

or

b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.

30.2 The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

32. Comparison of Bids

31.1 The Procuring Entity shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 28.

31.2 In evaluating the bids, the Procuring 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 sub-Clause 24.5.

31.3 The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. 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 Entity will not be taken into account in bid evaluation.

32. National Preference

32.1 Works utilizing this Standard Bidding Document shall be exclusively reserved for national contractors unless otherwise is stated in the **Bid Data Sheet**.

33. Determination of the Lowest Evaluated Bid

33.1 The bid with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid.

34. Post-qualification of Bidder

34.1 If specified in the **Bid Data Sheet**, post-qualification shall be undertaken.

34.2 The Procuring 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 sub-Clause 12.3.

34.3 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 sub-Clause 12.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

34.4 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 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

- 35. Criteria of Award**
- 35.1 Subject to ITB Clause 34 and 36, the Procuring 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 sub-Clause 13.1, this Contract is being let on a "slice and package" basis, the lowest evaluated bid price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Bidders for award of more than one Contract.
- 36. Negotiations**
- 36.1 Negotiations may be undertaken with the lowest evaluated bid relating to the following areas:
- a) a minor alteration to the technical details of the statement of requirements;
 - b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
 - c) a minor amendment to the special conditions of contract;
 - d) finalizing payment arrangements;
 - e) mobilization arrangements;
 - f) agreeing final delivery or work schedule to accommodate any changes required by the procuring entity;
 - g) the methodology or staffing; or
 - h) clarifying details that were not apparent or could not be finalized at the time of bidding.
- 36.2 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Entity shall not reopen earlier negotiations.
- 37. Procuring Entity's Right to Accept any Bid and to Reject any or all Bids**
- 37.1 Notwithstanding ITB Clause 35, the Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
- 37.2 Notice of the rejection of all bids shall be given promptly to all Contractors that have submitted bids.
- 37.3 The Procuring Entity shall upon request communicate to any Bidder the grounds for its rejection of its bids, but is not required to justify those grounds.

<p>38. Procuring Entities Right to Vary Quantities at the Time of Award</p>	<p>38.1</p>	<p>The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding documents (schedule of requirements) provided this does not exceed by the percentage indicated in the Bid Data Sheet, without any change in unit price or other terms and conditions of the Bid and Bidding documents.</p>
<p>39. Notification of Award</p>	<p>39.1</p>	<p>The Bidder whose bid has been accepted will be notified of the award by the Procuring Entity prior to expiration of the bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Service provider in consideration of the provision and maintenance of the Service(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).</p>
	<p>39.2</p>	<p>The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITB Clause 41 and signing the Contract in accordance with sub-Clause 40.2</p>
	<p>39.3</p>	<p>Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 41, the Procuring Entity 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 sub Clause 18.7.</p>
	<p>39.4</p>	<p>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 Secretary of the appropriate Tender Board that authorized the award of Contract. The Secretary will promptly respond in writing to the unsuccessful Bidder citing grounds for rejection of its bid without disclosing information about other Bidders.</p>
<p>40. Signing of Contract</p>	<p>40.1</p>	<p>Promptly after notification, Procuring Entity shall send the successful Bidder the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.</p>
	<p>40.2</p>	<p>Within twenty eight (28) days of receipt of the Contract Agreement Form, the successful Bidder shall sign and date the Contract and return it to the Procuring Entity.</p>
	<p>40.3</p>	<p>Upon the receipt of the signed Agreement from the Bidder, the Procuring Entity will, within one week, notify the other Bidders that their bids have been unsuccessful.</p>

- 41. Performance Security**
- 41.1** Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Entity 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 in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:
- (a) at the Bidder's option, by a bank or insurance firm located in the United Republic of Tanzania, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania, or
 - (b) with the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.
- 41.3** Failure of the successful Bidder to comply with the requirements of sub-Clause 41.1 shall constitute sufficient grounds for cancellation of the award and any other remedy the Procuring entity may take under the Contract and the Procuring entity may resort to awarding the Contract to the next ranked Bidder.
- 42. Advance Payment**
- 42.1** The Procuring 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. For the purpose of receiving the Advance Payment, the Bidder shall make an estimate of, and include in its bid, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.
- 43. Adjudicator**
- 43.1** The Procuring 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 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**
- 45.1** The Government of the United Republic of Tanzania requires that Procuring 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”** means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution; and

ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Government of the benefit of free and open competition;

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) In pursuit of the policy defined in sub-Clause 44.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the procuring entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation

d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract

44.2 The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.

44.3 The Government of the United Republic of Tanzania will have the right to require that, in contract financed by the Government of the United Republic of Tanzania a provision be included requiring suppliers and contractors to permit the Government of the United Republic of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania.

44.4 Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

G. Review of Procurement Decisions

45. **Right to Review** 45.1 A Bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

46. **Time Limit on Review** 46.1 The Bidder shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.

47. **Submission of Applications for Review** 47.1 Any application for administrative review shall be submitted in writing to the head of a Procuring Entity and a copy given to the Public Procurement Regulatory Authority at the address shown in the **Bid Data Sheet**.

47.2 The application for administrative review shall include:

a) details of the procurement requirements to which the complaint relates;

b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;

c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;

d) documentary or other evidence supporting the complaint

where available;

e) remedies sought; and

f) any other information relevant to the complaint.

47.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

48. Decision by the Head of Procuring Entity

48.1 The head of a Procuring Entity shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

a) whether the application is upheld in whole, in part or rejected;

b) the reasons for the decision; and

c) any corrective measures to be taken;

48.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 48.1, the Bidder submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 49.1 and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.

49. Administrative Review by the Public Procurement Regulatory Authority

49.1 A Bidder may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the **Bid Data Sheet** where the head of a procuring entity does not issue a decision within the time specified in sub-Clause 48.1 or the Bidder is not satisfied with the decision by the head of a Procuring Entity.

49.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen working days from the date of communication of the decision by the head of a Procuring Entity.

49.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the **Bid data Sheet**.

49.4 The application to the Public Procurement Regulatory Authority for administrative review shall be copied to the respective head of a Procuring Entity and shall include:

a) a copy of the original application to the head of a Procuring Entity including the supporting documents;

b) a copy of relevant correspondence to and from the head of

			a Procuring Entity ;
			c) a statement by the Bidder that the head of a Procuring Entity failed to issue a decision and the relevant dates, where applicable; and
			d) an explanation of why the Bidder is not satisfied with the decision of the head of a Procuring Entity, where applicable.
50.	Decision by the Public Procurement Regulatory Authority	50.1	The Authority shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:
			a) whether the application is upheld in whole, in part or rejected;
			b) the reasons for its decision; and
			c) the corrective measures to be undertaken.
		50.2	The decision of the PPRA shall be copied to the head of respective Procuring Entity.
		50.3	The decision of the PPRA shall be final unless the Bidder institutes an appeal with the Public Procurement Appeals Authority.
51.	Review by the Public Procurement Appeals Authority	51.1	The Bidder who not satisfied with the decision of the PPRA or whose complaint cannot be entertained by the Head of the Procuring Entity or the PPRA shall appeal to the Public Procurement Appeals Authority (PPAA).
		51.2	PPAA may be contacted at the address shown in the Bid Data Sheet.

SECTION III: 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 Number	ITB Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	The Procuring Entity is Bukombe District Council (BDC)
3.	1.2	The expected completion date of the works is 90 days after the start date
4.	2.1	Name of financing institution is Development Partners Name of the Procuring entity is Bukombe District Council Financial Year is 2017/18 The Works consist of: <ul style="list-style-type: none"> ➤ Preliminary and general items ➤ Hydrogeological/geophysical survey ➤ Drilling of 20 Exploratory and productive boreholes (BH's)
5.	2.2	The loan/ credit number is P087154
6.	3.1	Only Bidders registered as either CIVIL WORK CONTRACTOR (either class V and above) by the Contractors Registration Board (CRB) and/or registered as DRILLING CONTRACTOR by the Ministry of Water and Irrigation (MoWI) are eligible. This bid is: reserved for all eligible Contractors.
7.	6.3	Pre-bid meeting will take place at : Not applicable
8.	6.6	The minutes of the pre-bid meeting will be transmitted within Not applicable

B. Bidding Documents

9.	7.2	The number of copies to be completed and returned with the bid is three copies (one original and two copies)
10.	8.1	Address for clarification of Bidding Document is: District Executive Director Bukombe District Council P. O. Box 02

		BUKOMBE
11.	8.2	<p>Period to Respond to request for clarification by the Procuring Entity 4days</p> <p>Period Prior to deadline for submission of bids for bidders to request clarification 4 days</p>

C. Preparation of Bids

12.	10.1	Language of Bid and all correspondence shall be English
13.	12.3	<p>Other information or materials required to be completed and submitted by Bidders :</p> <p>a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the bid to commit the Bidder.</p> <p>The minimum required annual volume of construction work for the successful Bidder in any of the last 2 years shall be: TShs. 300,000,000.00</p> <p>(Experience as prime contractor in the construction of at least two project of a nature and complexity equivalent to the Works the last 2 years or the period stated in a) above (to comply with this requirement, works cited should be at least 90 percent complete).</p> <p>a) The essential equipment to be made available for the Contract by the successful Bidder (proposals for timely acquisition or own, lease, hire, etc) shall be:</p> <ul style="list-style-type: none"> • 1 No. 7 tones long truck • 1-2 No. Drilling rigs • 1 No Water browser 3 m³ capacity mounted on 5 tone truck • 2 No. compressors • 1 set of pumping test equipment • 1 set of water quality testing kit • 1 set of hydrogeological survey equipment • Hand tools and protective (safety) gear <p>b) A Site Manager with (5) years' experience in works of an equivalent nature and volume.</p> <p>Evidence of adequate working capital for this contract (provision</p>

		of audited bank statement, bank reconciliation and balance sheet is a must) d) Information regarding current litigation if any
14.	12.4	In the case of joint venture each partner shall submit information required under Clause ITB Clause 12.4. In addition the Bidder shall furnish the following: Not applicable
15.	15.4	The price shall be Fixed
16.	16.1	The currency in which the prices shall be quoted shall be: Tanzanian Shillings
17.	16.2	The authority for establishing the rates of exchange shall be Bank of Tanzania (BoT). Notably, the applicable exchange rate shall be selling rate quoted on the date of deadline for submission of bids
18.	17.1	The Bid validity period shall be 90 days.
19.	18.1	The amount of Bid Security shall be Bid Securing Declaration
20.	19.1	Alternative bids are not allowed in this bid.
21.	19.2	Alternative time for completion is not applicable
22.	20.1	In addition to the original of the Bid, the Bidder should submit two copies of the Bid
23.	20.2	Written confirmation of authorization are power of attorney

D. Submission of Bids

24.	21.2 a)	Bids shall be submitted to address specified below: District Executive Director, Bukombe District Council, P. O. Box 02, BUKOMBE
25.	21.2 b)	Project name: <i>Drilling of Exploratory and Productive Boreholes (Drilling, Development, Testing and Capping) of twenty (20) BH's at 7 Villages of Bulangwa, Katente, Msasa, Katome, Imalamagigo, Kabagole and Bugando.</i> Bid number: LGA/113/2017/2018/RWSSP/03 Time and date for submission are 10:00hr on 20/06/2018
26.	22.1	The deadline for Bid submission is a) Day - Wednesday b) Date - 20/06/2018 c) Time - 10:00Hrs

27.	22.3	The extension of the deadline for submission of Bids shall be made not later than seven days before the expiry of the original deadline.
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E. Opening and Evaluation of Bids

28.	25.1	The Bid opening shall take place at: Bukombe District Council's Conference Hall Bukombe District Council P. O. Box 584 BUKOMBE
29.	32.1	a) Domestic preference does not apply.
30.	34.1	Post- qualification will be undertaken
31.	38.1	Percentage for quantities increase or decrease is 15%

F. Award of Contract

32.	41.1	The amount of performance security shall be Ten Percent (20%) of contract price for Bank Guarantee
33.	42.1	The Advance Payment shall be Fifteen Percent (15%) of the contract price
34.	43.1	The proposed adjudicator for the project is National Construction Council of Tanzania (NCC) whose hourly rate shall be TShs 100,000.00 per hour

35.	49.1	The address to submit complaints: Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: ceo@ppra.go.tz Website: www.ppra.go.tz
36.	49.3	Fee for administrative review shall be Ten Thousands Tanzanian Shillings (TShs. 10,000/=)
37.	51.2	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority,

		Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451
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SECTION IV: GENERAL CONDITIONS OF CONTRACT

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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 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 55.1.

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 bidding 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 include calculations and other information provided or approved by the Project Manager for the execution of 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**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

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.

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**.

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.

- 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) 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 seven days and has no further connection with the work in the Contract.
- 11. Employer's 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. Employer's Risks** 12.1 From the Start Date until the Defects Correction 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.
 - (c) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 12.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (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 Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

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 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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 an 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 17.1 The Contractor shall construct and install the Works in accordance with

Works	the Specifications and Drawings.
18. Commencement and Completion	18.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme 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	<p>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.</p> <p>19.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>19.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p>
20. Protection of the Environment	<p>20.1 The Contractors 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.</p> <p>20.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.</p>
21. Labor Laws	<p>21.1 The Contractor shall comply with all the relevant labor laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.</p> <p>21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p>
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 ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 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 measures as specified in the **Special Conditions of Contractor** to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.

23. Discoveries

- 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. Possession of the Site

- 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 **Special Conditions of Contract**, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

25. Access to the Site

- 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. Instructions, Inspections and Audits

- 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 the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania

27. Disputes

- 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 Adjudicator within 14 days of the notification of the Project Manager's decision.

**28. Procedure
Disputes**

- for 28.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 28.2 The Adjudicator shall be paid by the hour at the rate specified in the **Bid Data Sheet** and **Special Conditions of Contract**, together with reimbursable expenses of the types specified in the **Special Conditions of Contract**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’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**.¹

**29. Replacement
Adjudicator**

- of 29.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **Special Conditions of Contract** at the request of either party, within 14 days of receipt of such request.

B. Time Control

30. Programme

- 30.1 Within the time stated in the **Special Conditions of Contract**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 30.2 An update of the Programme shall be a programme 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 Programme at intervals no longer than the period stated in the **Special Conditions of Contract**. If the Contractor does not submit an updated Programme 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 Programme has been submitted.
- 30.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events

31. Extension of the Intended Completion Date

- 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.

- 32. Acceleration**
- 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 Contractor's priced proposals for acceleration are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 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.
- 35. Early Warning**
- 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 be provided 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.
- 38.3 If the Contractor has not corrected a defect within the time specified in the Employer's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 49.
- 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

- 40. Bill of Quantities**
- 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.
- 41. Changes in the Quantities**
- 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 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.
- 42. Variations**
- 42.1 All Variations shall be included in updated Programmes produced by the Contractor.
- 43. Payments for Variations**
- 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 Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 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 Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

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 of receipt of the certificate from the contractor.
- 45.3 The value of work executed shall be determined by the Project Manager.
- 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 and Compensation Events.
- 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 in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the **Special Conditions of Contract.**
- 46.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 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.

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 information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, 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 or are a result of Clause 50.

49. Currencies

49.1 Where payments are made in currencies other than the Tanzania Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

50. Price Adjustment

50.1 The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, 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;

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

where;

P_n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such 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_n, M_n, E_n, 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 50.5, applicable to each cost element; and

L_o, M_o, E_o, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 50.5

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**’.

$$F = P_n x P_c$$

where;

The effective value **P_c** 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-Clause
and
- (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 58 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 43 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 46.1.

52.3 If the Contractor has not corrected a defects within the time specified in the Employer’s notice, the Employer will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.

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, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

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, and denominated in the types and proportions of the currencies in which the Contract Price is payable. 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 Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 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 Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- E. 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** 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the

Manuals

Special Conditions of Contract.

60.2 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 shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme 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 amalgamation;
- (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.

For the purpose of this paragraph:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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 62.2 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

63.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as 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 default.

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 46.1, the Contractor may

immediately issue a 14-day termination notice.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

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

SCC Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</p> <p>The Employer is:</p> <p style="text-align: center;">District Executive Director, Bukombe District Council, P. O. Box 02, BUKOMBE</p> <p>The Adjudicator is National Construction Council of Tanzania (NCC)</p> <p>The Defects Liability Period is 185 days</p> <p>The Project Manager is: : District Water Engineer and name of Authorized Representative is: Benjamin L. Ndatwa</p> <p>The name and identification number of the Contract is: <i>Drilling of Exploratory and Productive Boreholes (Drilling, Development, Testing and Capping) of twenty (20) Boreholes at 7 Villages of Bulangwa, Katente, Msasa, Katome, Imalamagigo, Kabagole and Bugando in Bukombe District Council</i></p> <p>Contract Identification Number is: Tender No.LGA/113/2017/2018/RWSSP/03</p> <p>The Works consist of:</p> <ul style="list-style-type: none"> ➤ Preliminary and general items ➤ Hydrogeological/geophysical survey Drilling of 20 exploratory and productive Boreholes (BH's) <p>The Start Date shall be within 14 days from the date of contract signing</p>

		<p>The Intended Completion Date for the whole of the Works shall be ninety (90) days after the start date.</p> <p>The following documents also form part of the Contract:</p> <p style="padding-left: 40px;">Schedule of Operating and Maintenance Manual Schedule of Other Contractors Schedule of key Personnel Site Investigation Reports</p> <p>The Site is located at Bukombe District Council</p>																
2.	2.2	section completion are not applicable																
3.	2.3(9)	The other documents that form part of the contract are not applicable																
4.	3.1	<p>The language of the Contract documents is English</p> <p>The law that applies to the Contract is the Tanzanian Law.</p>																
5.	9.1	The Schedule of Other Contractors is not applicable																
6.	10.1	<p>The Schedule of Key Personnel.</p> <p>Key Personnel:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Position</th> <th>Total experience (years)</th> <th>In similar works (years)</th> <th>As manager of similar works (years)</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>8</td> <td>5</td> <td>5</td> </tr> <tr> <td>Resident/Site Engineer</td> <td>8</td> <td>5</td> <td>5</td> </tr> <tr> <td>Hydrogeological technician</td> <td>6</td> <td>3</td> <td>5</td> </tr> </tbody> </table>	Position	Total experience (years)	In similar works (years)	As manager of similar works (years)	Project Manager	8	5	5	Resident/Site Engineer	8	5	5	Hydrogeological technician	6	3	5
Position	Total experience (years)	In similar works (years)	As manager of similar works (years)															
Project Manager	8	5	5															
Resident/Site Engineer	8	5	5															
Hydrogeological technician	6	3	5															
7.	14.1	<p>The minimum insurance covers shall be:</p> <p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) Minimum cover for the Works, Plant and Materials: TShs. 6,800,000.00, and maximum deductible of TShs. 3,400,000.00</p> <p>(b) Minimum Cover for loss or damage to Equipment: TShs.20,400,000.00 and Maximum deductible of TShs. 10,200,000.00</p> <p>(c) Minimum cover for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract is TShs. 10,000,000.00 and Maximum deductible of TShs. 5,000,000.00</p> <p>(d) Minimum cover for personal injury or death:</p>																

		(i) of the Contractor's employees: TShs. 1,700,000.00
		(ii) of other people: TShs 1,700,000.00
8.	15.1	Site Investigation Reports available to the Bidder are not applicable
9.	22.4	The other measures include: <ul style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
10.	24.1 & 47.1	The Site Possession Date shall be within 7 days after Contractor has delivered an acceptable Performance Security

11.	28.2	Hourly rate of Fees payable to the Adjudicator is: TShs. 100,000.00 per hour Types of reimbursable expenses to be paid to the Adjudicator include a) costs for report production, b) hire of any facilities for the Adjudicator c) communication and transport; and cost of consultation with specialists in other disciplines should the need arise d) accommodation out of Dar Es Salaam
12.	28.3	Arbitration will take place at Dar es Salaam Tanzania in accordance with rules and regulations published by National Construction Council of Tanzania (NCC)
13.	29.1	Appointing Authority for the Adjudicator: Bukombe District Council (BDC)
B. Time Control		
14.	30.1	The Contractor shall Submit a Programme for the Works within seven (7) days of delivery of the Letter of Acceptance.
15.	30.3	The period between Programme updates is seven (7) days .
16.	30.3	The amount to be withheld by the Project Manager in case the contractor does not submit an updated Programme is: TShs. 500,000.00 per day
C. Quality Control		

17.	38.1	The Defects Liability Period is 185 days
D. Cost Control		
18	45.7	Minimum Amount of Interim Payment Certificate will be 10%
19.	46.1	The interest rate shall be +1% above prevailing interest rate for commercial borrowing from the contractors bank
20.	47.1(a)	The Site Possession Date shall be within 7 days after Contractor has delivered an acceptable Performance Security
21.	50	The contract is subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract: Not applicable
22.	51.1	The amount of retention is 10% of value of works of Interim Payment Certificate'.
		Limit of retention will be 10% of contract price.

23.	52.1	The amount of liquidated damages is 0.1% per day of the contract value
	52.1	The maximum amount of liquidated damages must be equivalent to the amount of the Performance Security, i.e. 20% of the final Contract Price.
24.	53.1	The bonus for early completion is not applicable
25.	54.1	The amount of advance payment shall be Fifteen Percent (15%) of the contract sum and shall be paid to the Contractor no later than 7 days after submission of a claim supported by an acceptable Bank Guarantee of the same amount
		Monthly Recovery of Advance Payment: twenty percent (20%) of amount of Interim Payment Certificate.
26.	55.1	The Performance Security shall be a minimum amount is (a) Bank Guarantee: Twenty Percent (20%) of contract price.
		E. Finishing the Contract
27.	61.1	As built drawings shall be supplied by the contractor thirty (30) days after completion date Operating manual shall be supplied by the contractor by thirty (30) days after completion date
28.	61.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings operating and maintenance manuals is: TShs 3,000,000.00

29.	62.2 (g)	Number of days for which the maximum amount of liquidated damages can be paid is One hundreds 100
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 ten percent (10%)

SECTION VI: SPECIFICATIONS

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Section VI: Specifications

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Part IA: Preliminary Matters

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Part IA: Preliminary Matters

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Part IA: Preliminary Matters

1. Specification

Where no particular specification is given for any material or item of work, the latest edition of relevant British Standard Specification shall apply.

In the event of there being a disagreement between the information shown on the drawings and the specification the drawings shall take precedence.

Any clause that may appear under a given section within this specification shall not be limited to work only of that section but may be applied wherever relevant.

2. Alternative Design

Where the Contractor wishes to propose an alternative method of construction or material to that specified for any part of work, full details shall be submitted with the tender. The acceptance or otherwise of any alternative shall be entirely at the discretion of the Supervising Engineer.

3. Offices and Accommodation for the Engineer

The Contractor shall provide and maintain for the period of execution of the works or as otherwise directed by the Engineer Site office for the Resident Engineer.

Any portable office called for in the Contract shall be dismantled, moved and re-erected as necessary from time to time as directed by the Engineer.

4. Services

The Contractor shall provide and maintain the following services for the Resident Engineer's Offices and Accommodation to the satisfaction of the Engineer and the relevant authorities.

A supply of clean, portable
water Sanitary Arrangements

Refuse collection

Fuels for any equipment provided under the Contract not operated by
electricity. Electrical power/alternative

5. Communications

The Contractor shall supply and maintain during the period of execution of the works a telephone or other system of communication for the exclusive and official use of the Resident Engineer and his staff as described in the Contract.

6. Surveying Equipment

The Contractor shall supply surveying instruments, tapes etc, as detailed in the Contract for the exclusive use of the Resident Engineer and his staff during the period of execution of the works or as otherwise directed.

All instruments shall be maintained in accurate working order and replaced if reported inaccurate by the Engineer.

7. Testing

Testing equipment shall be supplied by the Contractor for the period of execution of the works as detailed in the Contract. The equipment shall be set up in the laboratories provided under the Contract as directed, and maintained in accurate working order throughout the period of use.

8. Vehicles

The Contractor shall place at the disposal of the Engineer and his staff for their exclusive use at all times vehicles, while attending the site works in case the vehicle is supplied under this contract.

The Contractor shall supply fuel for the vehicles on all business journeys and shall keep the vehicles fully taxed and insured for any licensed driver and maintained throughout the period of their use. At the end of contract period, the vehicles shall be the property of the client.

All vehicles shall be fitted with seat belts on the driver and front passenger seats.

9. Attendance on the Engineer

The Contractor shall supply casual labor as required by the Engineer for the assistance of his staff.

10. Contractor's Camp

The Contractor shall be responsible for provision of all offices, workshops etc, which he considers necessary for his own operation and for the satisfactory housing of all his employees.

The Contractor shall be responsible for all negotiations necessary for the establishment of his camps and for compliance with all local district and Government Regulations.

If it is the Engineer's intention to move the site of his main camp during the course of the Contract notice of such intention shall be given at least six months in advance.

11. Water Supply

The Contractor shall provide an adequate supply of water from an approved source to all parts of the site at all times for the construction of the works.

12. Explosives & Hazardous Materials

The Contractor shall provide suitable storage for explosives and other dangerous materials, which shall be approved in writing by the Engineer.

The Contractor shall take all responsibility during blasting operations and shall comply with all conditions set forth in any local authority regulations.

13. Signboards

The Contractor shall provide and erect a signboard of approved design measuring not less than 1 m by 2 m at the entrance of the works, and elsewhere as directed, which shall state the title of the works as in the tender documents, and the names of the Employer, the Engineer, and Contractor and Nominated sub-contractors if any.

14. Mosquito Control

The Contractor shall prevent the breeding of mosquitoes within 300 m of the residential camps by means of spraying and elimination of stagnant water.

15. Access to Site

The Contractor shall maintain vehicular access to the whole site at all times.

16. Plant and Labor Returns

The Contractor shall supply at the end of each month schedules showing the hours worked by each member of the Contractor's staff and the hours worked, hours standing and hours broken down of each item of his plant.

17. Setting out Beacons

The Contractor shall be responsible for the maintenance and replacement as necessary during the period of the works of all permanent setting out beacons.

The beacons shall be regularly checked to ensure their accuracy. Any beacon, which has been disturbed, shall not be used until its level and position has been re-established by the Contractor and checked by the Engineer.

Boundary pegs established by any other authority must not be covered or damaged in any way. Any pegs or markers, which have been displayed or damaged, shall be replaced by a qualified surveyor at the expense of the Contractor.

18. Levels

No works shall commence upon any portion of the Contract until such time as ground levels have been taken by the Contractor and checked and accepted by the Engineer to ensure that a firm basis has been established for measurement purposes.

19. Temporary Works

The Contractor shall submit to the Engineer details and calculations where appropriate of all temporary works for checking and written approval at least eight weeks before he intends to start work.

Notwithstanding the foregoing, the Safety of the temporary works remains the responsibility of the Contractor.

20. Site Clearance

The Contractor shall break up and remove all buildings and superficial obstructions on the site in the way of, or otherwise affected by the works. He shall clear each part of the site at the times and to the extent required and approved by the Engineer.

The sub-structure of existing structures shall be removed to one meter below ground level unless otherwise directed.

Bush cleared shall be carried out over the whole area to be occupied by the works and shall include the removal of bushes, small trees, grass, roots, mud and grass huts and similar structures. Pipe tracks shall be cleared for a minimum distance of 1.5m either side of the excavation unless otherwise directed.

Large trees with girth excess of 500 mm measured 1 m above ground level shall be cut down and the roots grubbed out. No large trees shall be cleared until they have been measured by the Engineer and his permission given.

All holes left as a result of site clearance shall be filled with compacted suitable fill material within a period of ten days.

All materials arising from site clearance and not suitable for re-use in the works shall become the property of the Contractor and shall be disposed of by him in a manner approved by the Engineer.

Materials deemed by the Engineer to be suitable for re-use in the works shall be stockpiled at his direction.

21. Privately Owned and Public Utility Services

The Contractor shall acquaint himself with the positions of all existing overhead and under-ground cables, drains and other services before carrying out the works.

Under no circumstances shall structures and other obstructions in the ownership of public utilities authorities be interfered with without the written permission of the Engineer.

If any privately owned or public utilities service passing through the site will be affected by the works, the Contractor shall provide a satisfactory alternative supply in full working order to the satisfaction of the owner of the service and the Engineer before cutting the existing service.

22. Fire

Special care should be taken by the Contractor to prevent the starting of bush fires.

The destruction of rubbish by fire will only be allowed with written authority of the Engineer.

23. Safety, Health and Environmental Reports

The Contractor shall be responsible of preparing safety, health and environmental manuals for Engineers approval. The Contractor shall also issue monthly reports on safety, health and environmental.

24. Forms for Monthly Statements

Monthly statements shall be submitted in the manner set out hereunder on forms to be provided by the Contractor. Each statement shall be submitted to the Engineer through his representative, interim statements being in quadruplicate and the final statement being in quintuplicate.

Such forms shall be printed or duplicated to the approval of the Engineer's Representative as soon as practicable after the order to commence the Work has been given.

Forms of Monthly Statements

Page 1. Summary Sheet.

FULL TITLE OF CONTRACT

Interim Statement No..... for period ending.....

SUMMARY

	Tshs.	Cts
Totals of billed items and Variation Orders:-		
Section A:General :		
B:	:	
C:	:	
D:	:	
etc.		

Less: Retention money.....%	Tshs.	
(Limit Tshs)		_____
TOTAL AMOUNT DUE Tshs.		
Less: Amount Previously Certified	Tshs.	

AMOUNT NOW DUE Tshs.		
		=====

Signed Signed.....
(Engineer's Representative) (For Contractor)

Dated:..... Dated:

The measurement pages of the statement shall be set out as follows:

Item No	Brief Description	Unit	In BoQ	In last Statement Ent	Since last statement	Total to date	Rate	Amount Tshs. Cts
NOTE S:	(i)	Each page shall be numbered consecutively and blank pages shall be provided for listing Variation Orders.						
	(ii)	The total of each page shall be carried to a collection sheet for each Section of the Bill of Quantities.						
	(iii)	The first four columns and the Rate column shall be completed at the time of printing or duplicating.						
Total and Summary Sheet								Tshs.
Page.....								

Part IB: General Matters

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Part IB: General Matters

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Part IB: General Matters

1 Work Programmes

Within 14 days of signing the Contract the Contractor shall prepare a time and progress chart showing the time and order in which the proposed work is to be carried out within the total construction period stated in the Contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be subdivided into trades or tasks. The chart shall also show critical path, alternative path and ordering and delivery times for materials and components. If the Contract contains individual installations and buildings a separate chart shall be provided for each.

Upon the letting of Subcontracts the Contractor is to incorporate each separate Subcontractor's work and the chart shall be designed to accommodate this information.

At the end of each week the Contractor is to mark on the chart, in a different color, the actual time taken to complete the respective stages and section of the work. Actual progress to be superimposed on the chart.

Before the 25th day of each month the Contractor shall submit a monthly progress report in triplicate to the Engineer indicating progress and giving details of any delays caused by inclement weather or other reasons beyond his control. The report must include information on labor employed, and the progress of all trades, including nominated subcontractors. The report shall be based on the Contractors own daily reports.

2 Progress Photographs

The Contractor shall arrange with a photographer the taking of progress photographs during the construction. The photographs shall be taken at intervals of one month and delivered in triplicate in an appropriate folder A4 size. The pictures shall be accompanied by a descriptive text.

3 Checking Schedules, Drawings, etc.

The Contractor shall be responsible for checking all schedules and drawings supplied by the Engineer. In the event of any discrepancy being found between such schedules and drawings the Contractor shall report such discrepancy to the Engineer for instruction at least 28 days before the works concerned are to be executed.

4 Working Drawings

The Contractor shall prepare all working drawings to such detail that works can be carried out on site.

One copy of all working drawings shall be submitted to the Engineer for acceptance. The working drawings shall be in SI units, i.e. meters and millimeters only. Following acceptance by the Engineer two copies shall be submitted.

5 As built drawings

For the As-built documentation see the requirements in the Technical Specifications.

After completion on site, the Contractor shall prepare As-built Drawings of the implemented and completed Contract Works. Site record drawings and other documents shall be available to the Engineer for inspection and checking, and copies submitted on request.

Recording of the actual work, which has been implemented, shall be kept up to date and completed by the date of sectional or overall completion.

The Engineer will review the site recording drawings to see whether they are up to date before approving the Contractor's requests for interim payments.

Completed As-built Drawings shall be prepared on approved transparencies.

Catalogues, Final documentation, and Operating and Maintenance instructions for equipment and plant supplied and installed shall be submitted together with the As-built drawings.

For preparation of Working Record Drawings the Contractor will be supplied with prints of Contract Drawings where required.

6 Access to Contractor's Records

The Engineer may request copies of all files, drawings, documents, records etc. in connection with the execution of the works.

7 Details to be Private and Confidential

The Drawings, Bills of Quantities and Contract Documents applicable to this Contract are protected by copyright.

The Contractor shall treat the details of this Contract as private and confidential for own information only and shall not publish or disclose the details of the Contract in any trade or technical paper or elsewhere without the previous written consent of the Employer.

8 Faulty Work

Any work, which fails to comply with the Contract, may be rejected and the Contractor shall, at his own expense, make good any defects, as directed by and to the satisfaction of the Engineer.

9 Existing Services

The Contractor shall investigate the location of all existing services, such as drains, underground and overhead telephone and electricity lines, ducts poles, water mains, fittings, etc. before any excavation or other work likely to affect the existing services is commenced.

The Contractor shall be responsible for arranging the removal or alteration of such services in conjunction with and to specifications of the owner.

10 Tests

All work disturbed shall be made good forthwith by the Contractor. All costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the Contractor unless the result of the test shows that the materials etc. are in accordance with the specifications.

If work carried out by the Contractor does not fully comply with the Specifications and the Engineer has given adequate notice to the Contractor who subsequently fail to rectify, the Employer shall deduct from any payments the Contractor all reasonable expenses related to the failure of the Contractor to properly comply with the provisions of these Specifications.

11 Land Compensation and Royalties

The Employer will also generally provide additional land that may be required by the Contractor for the construction of the works including the temporary works.

12 Clean up and Disposal of Waste Materials

All household, office, workshop and other solid waste shall be collected on a daily basis and disposed as advised by the Engineer.

Upon completion of the works and in connection with the clean up all waste pits shall be emptied and the waste removed.

Prior to completion of the work, the Contractor shall remove buildings, rubbish, unused materials, concrete forms, and other like material used during construction.

Left over and unused steel such as plate cuttings, piping ends and pieces of structural steel shall be stockpiled as directed by the Engineer.

Part II: Test Borehole Drilling and Test Pumping

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Part II: Borehole Drilling and Test Pumping

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Part II: Borehole Drilling and Test Pumping

1 Drilling Site

Borehole locations shall be identified in agreement with the local communities and in consultation with the Client. Access to the site shall be the responsibility of the Client. Tracks required for access of drilling plant, gear, camp, and accessories to the borehole site shall be made by the Contractor, and should not interfere with existing structures.

Care must be taken in the handling and storage of all drilling fluids, oils, greases, and fuel on site, to avoid any environmental degradation. The Contractor shall dispose of any toxic materials, drilling fluids and other additives, cutting and discharged water in a manner approved by the Engineer so as not to create damage to public and private property.

The Contractor is expected to carry out works as instructed by the Engineer thorough and workman-like, and up to today's professional standards; he shall carry out operation with the due efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Engineer. For this purpose the Contractor shall use suitable machinery and gear, and supply efficient and experienced staff.

All necessary machinery, equipment, and material to carry out, test pumping, headwork construction, etc, as specified in Bill of Quantities, are to be mobilized for the Works. Test pumping equipment should be independent from the drilling rig(s). Prior to mobilization the Engineer shall verify the specifications and state of repair of all major item of plant and transport, and shall have the right to order the removal and/or replacement of any items, which is insufficient, or in unsatisfactory condition. Acceptance by the Engineer of the Contractors proposed plant and transport does not, however, relieve the Contractor of his obligations under this Contract, in case such plant and transport accepted by the Engineer fails to successfully complete the required Works.

The execution of the Works is to be supervised by the Client appointed Consultant named in the Contract Data.

The Contractor shall drill to the total depth and such diameter as shall be instructed by the Engineer. No borehole shall be accepted if drilled to a depth and diameter other than that instructed by the Engineer.

2 Drilling Method

The Contractor may use any rotary drilling technique that he feels applicable to achieve the depth and diameter required, provided that the techniques used are those specified in his proposal or are approved by the Engineer. The use of bentonite mud, lost circulation agents or any form of plugging material that may ultimately affect the production capacity of water bearing strata intersected will not be permitted. Any drilling fluid additives must be approved by the Engineer and

must be of low solids, non-toxic degradable type.

Sampling

Representative, continuous samples (**min.100 grams**) of the strata penetrated shall be collected at every **1m interval** and when required by the Engineer, by whatever method is standard for the drilling technique in use and approved by the Engineer. The Contractor shall take every possible precaution to guard against sample contamination. Samples are not to be washed. Representative samples shall be put into approved containers supplied by the Contractor, labeled in a manner approved by the Engineer with the borehole number and depth interval, and stored in a position where they will not be contaminated by the site conditions or drilling operations. On completion of works at each site, samples should be handed to the Engineer's Representative on site at intervals agreed between the Engineer and the Contractor.

Temporary casing

Installation diameter (which should not be less than 8 inches) of any temporary casing required for the successful construction of the boreholes shall be at the discretion of the Contractor provided that the completed borehole meets the specifications and design required under the Contract and is approved by the Engineer. The cost for supply, installation and removal of temporary casing shall be entirely for the contractor. The Contractor cannot claim from the Client any casing left in the borehole that is not retrievable.

Water supply for drilling

The Contractor shall make his own arrangements for obtaining, storing, transporting and pumping of water, required for drilling purposes and for use by the drilling crew at their camp-site.

3 Borehole Design

The final design of the borehole shall be confirmed by the Engineer in consultation with the Contractor during the drilling process, or immediately after drilling is completed. Two types of standard borehole design are given.

Borehole Design Type I: Drilled with 10 ⁵/₈ "bit to final depth and finished with 6" bit to final depth for exploratory boreholes and with 8" bit for the productive boreholes. Cased to full depth with 6" ND uPVC Class D casing, 6mm-wall thickness. Screened sections adjacent to aquifer zones at depths as instructed by the Engineer. The screened sections are to be gravel packed.

Borehole Design Type II: Drilled at 10 ⁵/₈ “through soft collapsible overburden until firm rock is encountered. Drilled further with 6” bit through non-collapsing formation for exploratory boreholes and with 8” bit for productive boreholes. Cased to full depth with 5” ND uPVC Class D casing, 6mm wall thickness. Bottom annular space between UPVC casing and borehole to be grouted with cement slurry of 1.76 - 2.08 kg cement/litre (24-30 litres of water per 50kg bag of cement). Grout is to be injected into the annulus using tremie pipes, or a method approved by the Engineer, in a continuous operation so that a complete and continuous seal is achieved.

Reaming

For the productive borehole(s), reaming should be done. A borehole should be reamed with 8” bit.

Casing and screens

Aquifer zones shall be completely lined with uPVC screen as approved by the Engineer. The uPVC 5” ND casings to be supplied by the Contractor shall have a minimum **wall thickness of 6mm** and a minimum collapse resistance of **6.5 kg/cm²**.

The uPVC 5” ND screen **open areas shall not be less than 4%**, with a uniform **slot size of 1 mm**, minimum **wall thickness of 6mm** and a minimum collapse resistance of **3.2 kg/cm²**

Sections of the screen shall be provided in maximum 3m lengths and joined with water tight by an appropriate method recommended by the screen manufacturers. The resulting joint shall be strong and have the same structural integrity as the casing and screen. The bottom end shall be sealed with uPVC bottom cap.

The casings and screens must be centralized in the boreholes so that an annular space of at least 25 mm exists between the borehole wall and the casing. Suitable centralizers should be provided to allow the casing and screen to be set correctly in the centre of borehole. A centralizer should be used every 3 m

Surface casing shall be used in any and in whatever and wherever needed in accordance to the appropriate Geological formation to avoid collar /borehole collapsing during drilling practice.

Verticality

All boreholes shall be vertical, shall be drilled and cased straight and all casings/screens shall be set round, plumb and true to line. The Contractor shall make a verticality test during and after drilling by the approved methods and at his own expense to demonstrate that the departure from the vertical does not exceed 3 mm per 100 mm between ground level and the bottom of the borehole. If this departure is exceeded, the contractor shall make the necessary corrections to the approval of the Engineer, without additional payment. If the error cannot be corrected, then drilling shall cease, and a new borehole shall be drilled at a position nearby, indicated by the Engineer. The abandoned borehole shall be back-filled and/or capped by methods approved by the Engineer. No payment shall be made for the re-drilling, the sealing/back-filling of the abandoned borehole, or for moving to the new site. Any materials (i.e. casing, screen, gravel pack, cement etc) lost in the abandoned borehole shall be to the Contractors cost.

Gravel pack

The Contractor shall supply suitable gravel pack. Prior to delivery, samples of the gravel pack shall be subjected to a grain size analysis at the Contractors expenses and the Engineer must approve the results before the gravel pack is used. Gravel pack should consist of washed, well-round particles of a uniform grading of between 2.5 and 4.0 mm, shall comprise 90% siliceous material and must contain no clay, shale silt, fines, excessive amount of calcareous, material or crushed rock.

In terms of grain size, 90% of the gravel pack material shall conform to the grading specified by the Engineer prior to the commencement of the Works, and Contractor shall be required to submit samples of the gravel pack material prior to installation for approval by the Engineer.

Sufficient gravel pack shall be installed to cover completely the uppermost screen, plus an additional 2 m length (to allow for settling). Emplacement should be by means of a conductor pipe, and a good supply of water should be introduced with the gravel to prevent "bridging". The tremie (conductor) pipe should be raised gradually as the level of the gravel builds up. The pack should be capped with clay seal to prevent contamination. The annular space above this seal can be back-filled with inert drill cutting. The top 3m of the annular space should be grouted, leaving 0.4 m at the top for construction of the pump pedestal.

Sanitary seal

To provide an affective seal against the entry of contaminants, the upper 3m of the annular space between the casing and the borehole wall shall be grouted using cement slurry of 1.85 - 2.15kg cement/litter. Grout is to be injected into the annulus in a single operation so that a complete and continuous seal is achieved, by a method to be approved by the Engineer.

Yield estimates during drilling

Yield estimates during the course of drilling shall be made using the calibrated bucket method. Average yields shall be read, and recorded in the Daily Record.

4 Developing and Cleaning of Boreholes

Development and cleaning of the boreholes, in order to remove native silts, clays, loose rock particles and drilling fluid residues deposited on the borehole wall during the drilling process, shall be carried out by the Contractor upon completion of the drilling and installation of casing

The method proposed by the Contractor for development of boreholes shall be submitted to the Engineer in writing for his approval. Development of boreholes shall be effective from the depth at which water is encountered to the bottom of each borehole. Development shall continue for such time as directed by the Engineer and until the Engineer is satisfied that the water is as free from fine particles as possible. Upon completion of development, any accumulation of material shall be removed from the bottom of the borehole by airlifting.

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5 Test Pumping

The Contractor shall perform test pumping to establish the performance and yield of the borehole, and shall provide a suitable, self-contained, mobile test-pumping unit, approved by the Engineer, for this purpose. The method for varying the discharge rate of pumps will depend on the type of pump used, but the Contractor shall ensure the provision of suitable means of achieving the range of constant flow rates specified by the Engineer. Test pumping shall be undertaken in each productive borehole, as assessed by the Engineer from the yields indicated during drilling.

In case of boreholes with indicative yield between 1,500 and 2,000 l/h, the borehole will be tested at a constant discharge rate of 1,400 l/h, for 2-3 hours.

In the case of boreholes with an indicative yield of greater than 1500 l/h., the borehole shall be tested in the manner of a step-test, with the initial step being at 1,400 l/h. The duration of each step shall be 90 minutes, and minimum of three steps of increasing discharge will be undertaken. The final step should lower the dynamic water level to approximately 3 meters above the level of the pump. Discharge for each step shall be kept constant. On completion of the final step, the Contractor shall monitor the recovery of the water level until 95% recovery has been achieved. It is anticipated that the maximum testing and recovery time per boreholes should not exceed 24 hours.

Water levels shall be measured during testing pumping by the Contractor by means of an electric contact gauge (dipper), suitably calibrated such that measurements can be made to an accuracy of 5mm. The frequency of measurements shall be as specified on an agreed test pumping data form, or as otherwise determined by the Engineer.

Discharge shall be measured by volumetric methods, or means of some other approved calibrated measuring device. During the test pumping, the discharged water must be handled and disposed of in an appropriate manner to a point of overland drainage sufficiently far from the borehole to prevent recharge. This distance shall be at least 100 m from the borehole, but may be reduced with the approval of the Engineer if the pumping aquifer is confined.

During all testing operations, once the flow rate has been determined and preliminary adjustments made, the measured discharge rate shall be maintained within 5% of the required rate for the duration of the test or test stage. Persistent fluctuations beyond this tolerance will require abortion on the test.

When continuous pumping at a uniform rate is specified, failure of the pump operation for a period greater than 1 % of the elapsed pumping time also required abortion of the test.

Any test that is aborted due to reason above shall be repeated, after full recovery of the water level. No payment shall be made to the Contractor for aborted tests, or for standing time during water level recovery after aborted tests.

Water level observations

The Contractor shall supply appropriate electrical contact water level gauges for measuring water level in the boreholes. Measurements must be made to the nearest 10mm at pre-determined intervals, dependent on the nature of the test.

Electrical conductivity measurements

The Contractor shall provide an operational Electrical Conductivity meter to take electrical conductivity readings of the discharge water during test pumping.

6 Records

The Contractor shall keep daily activity records for each borehole. The records shall contain the information as specified below. In addition separate records shall be supplied for each borehole upon completion.

Daily Record

Site name

Reference number of borehole

Co-ordinates of borehole
(Latitude/Longitude) Date of reporting

Names of foreman and
drillers Methods of drilling

Diameter of hole, and depth of changes in diameter
Depth of hole at start and end of shift or working
day

Depth and size of casing at start and end of shift or working
day Description of strata drilled with depth transitions
encountered Depth at which water is struck

Yield of air lifted water, when drilling or developing with air

Time log showing rate of penetration in minutes per metre, type of bit,
standby time due to breakdown

Depth intervals at which formation samples are taken

Records of components and quantities used or added to the drilling fluid or air

Water level at the start of each working day

Electrical conductivity measurement during test pumping

Problems encountered during drilling

Details of installation in the borehole (if any)

Depth and description of well casing

Depth and Description of well
screens

Details of works to be invoiced at hourly rate (e.g. test pumping)

A copy of the Daily Record shall be available daily to the Engineer, and should include any other pertinent data as may be requested by Engineer.

Borehole Completion Record

As per standard Borehole Completion
Form Detailed Drillers geological log.

Borehole design and installation details (as-built drawing)

A copy of Borehole Completion Record shall be made to, and approved by the Engineer on completion of each borehole, before being forwarded to the Client.

7 Water Sampling

Water samples for testing the physic-chemical and bacteriological quality shall be taken at the end of the test pumping. The Contractor shall keep on site a minimum of 4 suitable one-litre capacity water containers, to collect and store water samples.

8 Capping of Borehole

During boreholes construction, installation, development and test pumping the Contractor shall use all reasonable measures to prevent entrance of foreign matter into the borehole. The Contractor shall be responsible for any objectionable materials that may fall into the borehole and any effect it may have on water quality or quantity until completion of the Works and acceptance by the Engineer. Capping by welding a flange to the top of borehole is advised.

9 Acceptance of Boreholes

The borehole shall only be acceptable by the Engineer upon satisfactory completion of all drilling operations, installation of casing and screens, development works, and test pumping.

10 Loss of Equipment

The Contractor shall remove any equipment lost down a borehole or the borehole shall be considered a lost borehole. A replacement borehole shall be constructed and test pumped at the Contractor's expense. The contractor shall not be entitled to any payment for such tools or equipment.

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11 Lost (Unsuccessful) Borehole

"Lost" boreholes are either "dry" boreholes or "uncompleted" boreholes.

11.1 Dry Boreholes

Dry boreholes are defined as:

A borehole having no water bearing zones/aquifers.

A Borehole that has insufficient discharge (< 2,000 l/h) for 6 hours of continuous pumping test.

A borehole with stabilized Dynamic Water Level of more than 45 meters at minimum acceptable discharge of 2,000 l/h.

A borehole that has failed verticality test (*see pg 91*).

Hand pump facility is unable to provide discharge of 2,000 l/h. The hand pump installed on such borehole is unable to sustain continuous use by the communities throughout the day*.

*

Note: *This situation may arise with time within the Guarantee period because of one or more constructional defects such as ruptured /cracked casing, sections of boreholes collapsed, heavy silting closing the screen, screen choked; lowering the discharge, or poor sitting of borehole with no potential sustainable aquifers, drilling up to insufficient depths to tap potential sustainable aquifer. In the above case the Contractor shall either improve the discharge by appropriate well development methods or if the dynamic water level is less than 40m, lower the pump inlet with additional riser pipes and connecting rods. In the case of any remedial works not being effective the Contractor shall drill a new borehole at an alternative site mutually agreed with the Water Committee and the Contractor. If, after investigations, the Contractor feels that there are no possibilities of drilling a successful borehole in the village/ community, then the Contractor can move to a new location. This should, however, be after two failed attempts to drill the borehole in the same location. If the contractor is unable to remove the defects, abandoned due to any other reason then the borehole is classified as "Dry" and contractor has to refund the payment made by the client for that borehole.*

11.2 Uncompleted Boreholes

Should any incident to the plant, behavior of the ground, jamming of the tools, or casing, or any other cause prevent the satisfactory completion of the borehole, then a borehole shall be deemed to be "uncompleted borehole". No payment shall be made for that borehole or for any materials not recovered thereafter nor for any time spent during

drilling or while attempting to overcome problems.

In the event of a lost borehole, the Contractor shall construct a borehole at site indicated by the Engineer. The option of declaring any borehole lost shall rest with the Contractor, subject to the approval of the Engineer.

A lost borehole shall be treated as follows:

The Contractor may salvage as much casing and screen from the lost borehole as possible, and may use it if not damaged in replacement borehole, with the approval of the Engineer.

Any material supplied by the Client and salvaged damaged shall become the property of the Contractor, and the Contractor shall compensate the Client accordingly.

The lost borehole shall be sealed by concrete, cement grout, or neat cement, which shall be placed from the bottom upward to avoid segregation or dilution of materials.

The upper 2 m of the lost borehole shall be back-filled with native topsoil. Sealing of such abandoned boreholes shall be done in such a manner as to avoid accidents or subsidence, and to prevent it from acting as vertical conduit for transmitting contaminated surface or subsurface waters into water bearing formations.

12 Standby Time

In the event of delays occurring as a result of action or inaction by the Client, for which the Contractor would be entitled to claim Standby Time, the Contractor should notify the Engineer immediately in writing that such claims are becoming applicable. Standby Time is only effective if all the Contractor's plant, equipment, and personnel are on site, available for work and in a serviceable condition. Standby Time shall not exceed the standard working day as defined in the Contract Data, and any claim shall only be deemed to start at the date and time of a notice in writing to the Engineer.

13 Clearing the Site

On completion of each borehole the site must be left clean and free from all debris, hydrocarbons and waste, and all pits filled to the satisfaction of the Engineer. A site not delivered clean may render borehole unacceptable.

Part III: As Built Documentation

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Part III: As-Built Documentation

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Part III: As-Built Documentation

1 Scope

The As-built Documentation include the Construction documentation, Supplier Documentation Packages for supplies purchased by the Contractor, and Operation and Maintenance Manuals

The Employer will collect vendor documentation for supplies purchased by the Employer.

The Contractor shall prepare as-built documentation as specified in this Specification and the other Technical Specifications as well as the contract documents, and hand it over to the Project Manager.

During the construction phase the Contractor shall update working drawings and collect vendor documentation such as test certificates, manuals etc.

2 Codes and standards

The following standards form an integral part of the requirements for the preparation of the as-built documentation: IEC 113: Preparation of Drawings, Diagrams, Charts and Tables.

IEC 617:	Graphic Symbols for Diagrams.
IEC 750:	Item Designation in Electro technology.
ISO 31:	General Principles concerning Quantities, Units and Symbols.
ISA-S5.1:	Instrumentation Symbols and Identification.
ISA-S5.4:	Instrument Loop Diagrams

3 Units

SI units shall be used unless otherwise specified in the Data Sheets, Drawings, Schedules, etc.

4 As-Built Documentation

The Contractor shall provide the as-built documentation as specified below and in the following sections.

The Contractor is obliged to prepare the revisions and detailing deemed necessary to ensure a complete documentation.

The as-built documentation shall be delivered to and accepted by the Project Manager before handing over of the installation can take place.

The Contractor shall deliver one AutoCAD original diskette of each as-built drawing. Each original diskette shall be suitable for printing. The Contractor shall further deliver 4 copies of the individual packages as stated below.

As-built drawings and "Construction Documentation Package" – A1 Size
"Supplier Documentation Packages"

Operation and Maintenance Manuals

"Construction Documentation Package" includes all documentation required in the Technical Specifications to prove that the work has been completed, checked, examined and tested to the extent required, and that the results meet the requirements of the Specifications.

"Supplier Documentation Packages" includes any type of certificates required in the Specification, e.g. material certificates, Ex-certificates, Suppliers test certificates etc.

Operation and Maintenance Manuals includes all types of instructions from suppliers, e.g. a general description of the components, components drawings(s) with bill of material, spare part lists including indication of which are recommended to be stored on the depot, instructions for testing, calibration, operation and maintenance.

All the documentation shall be collected under the tag numbers specified. Where tag numbers have not been stated the documentation shall be collected under an agreed equipment designation.

The complete documentation shall be supplied in ring binders (loose leaf binders) with a divider for each tag number/equipment designation. Construction documentation, which refers to drawing numbers or line numbers, shall be arranged in accordance with these references.

For all as-built documentation prepared on AutoCAD, the Contractor shall hand over one set of compatible 3 1/2" diskettes with AutoCAD R14 – 2000.

Unless anything else is stated in the specifications, the following guidelines for use of text language must be adhered to:

Text on drawings shall be prepared in English.

Text for other as-built documentation shall be prepared in English.

The Contractor is responsible for the correct translation of any documentation.

For translated documents also the original document shall be included.

For equipment/components supplied and installed by the Contractor, attention shall be paid to the handling of documents required in the relevant specifications or by the

authorities. The Contractor shall check the completeness of all certificates and documents before handing over it to the Project Manager.

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5 Piping and Mechanical Equipment

The documents of the individual packages to be provided by the Contractor, includes the following:

Isometric drawings.

As-built piping arrangement drawings and schedules. Manuals and spare parts list.

Material certificates.

Other certificates/reports.

5.1 Isometric drawings:

The Contractor shall prepare, update and issue as-built isometric drawings.

The isometric drawings shall identify the exact location of welds and items shown and shall state piping class and reference no. to pipe log.

5.2 Manual and spare parts list:

For each component and equipment supplied and installed by the Contractor, operation and maintenance manuals shall be provided/prepared.

The operation and maintenance manuals shall include sufficient documentation to ensure safe operation and maintenance procedures.

The documentation in the operation and maintenance manuals shall as a minimum include the following items which shall be specified in the purchase requisitions:

Description, including manufacture, model, type no., supplier in Tanzania or abroad.

Brochure/catalogue sheets with marking of the specific item or alternatively drawing.

Complete parts list with description of all parts. Detailed user's Instruction.

Detailed instruction for dismantling and assembling.

Operation instruction, including description of items to be inspected regularly, frequency of lubrication, type of lubricant, amount of lubricant, possibilities for setting and adjustment, etc.

Faultfinding schedule, including description of typical faults with causes and including activities required to remedy the fault(s).

etc.) of
necessary. Maintenance schedule, including specification of checking activities
required during operation with description of frequency (daily,
weekly, monthly,
the checking activities and frequency of service from supplier, if
List of operation spare parts, recommended tools, lubricants, etc.

5.3 Material certificates:

Where specified in the contract documents, the Contractor shall provide material certificates for all components supplied by the Contractor.

5.4 Other certificates/reports:

The Contractor shall supply other approvals and certificates as stated in Technical Specifications.

5.5 As-built drawings:

The Contractor shall revise all relevant project drawings and issue as-built drawings.

During the construction phase, the Contractor shall prepare different working drawings. The Contractor shall revise the working drawings and issue as-built drawings, which, as a minimum shall include the following types of drawings:

Installation plans

Other relevant drawings

5.6 Manuals and spare parts list:

For each exchangeable item supplied and installed by the Contractor, operation and maintenance manuals shall be provided/prepared.

The operation and maintenance manuals shall include sufficient documentation to ensure safe operation and maintenance procedures.

The documentation in the operation and maintenance manuals shall include the following items, which shall be specified in the purchase requisitions:

User's Instruction.

Detailed instruction for dismantling and assembling.

Operating instruction, including description of items to be inspected regularly, frequency of lubrication, type of lubricant, amount of lubricant, possibilities for setting and adjustment, etc.

Faultfinding schedule, including description of typical faults with causes and including activities required to remedy the fault(s).

Maintenance schedule, including specification of checking activities required during operation with description of frequency (daily, weekly, monthly, etc.) of the checking activities and frequency of service from supplier, if necessary.

Complete list of operation spare parts, recommended tools, lubricants, etc.

5.7 Other certificates test etc.

The Contractor shall provide other certificates, test such as:

Factory acceptance test documents.

Functional test reports for site tests performed by the Contractor and duly signed by the Project Manager shall be supplied.

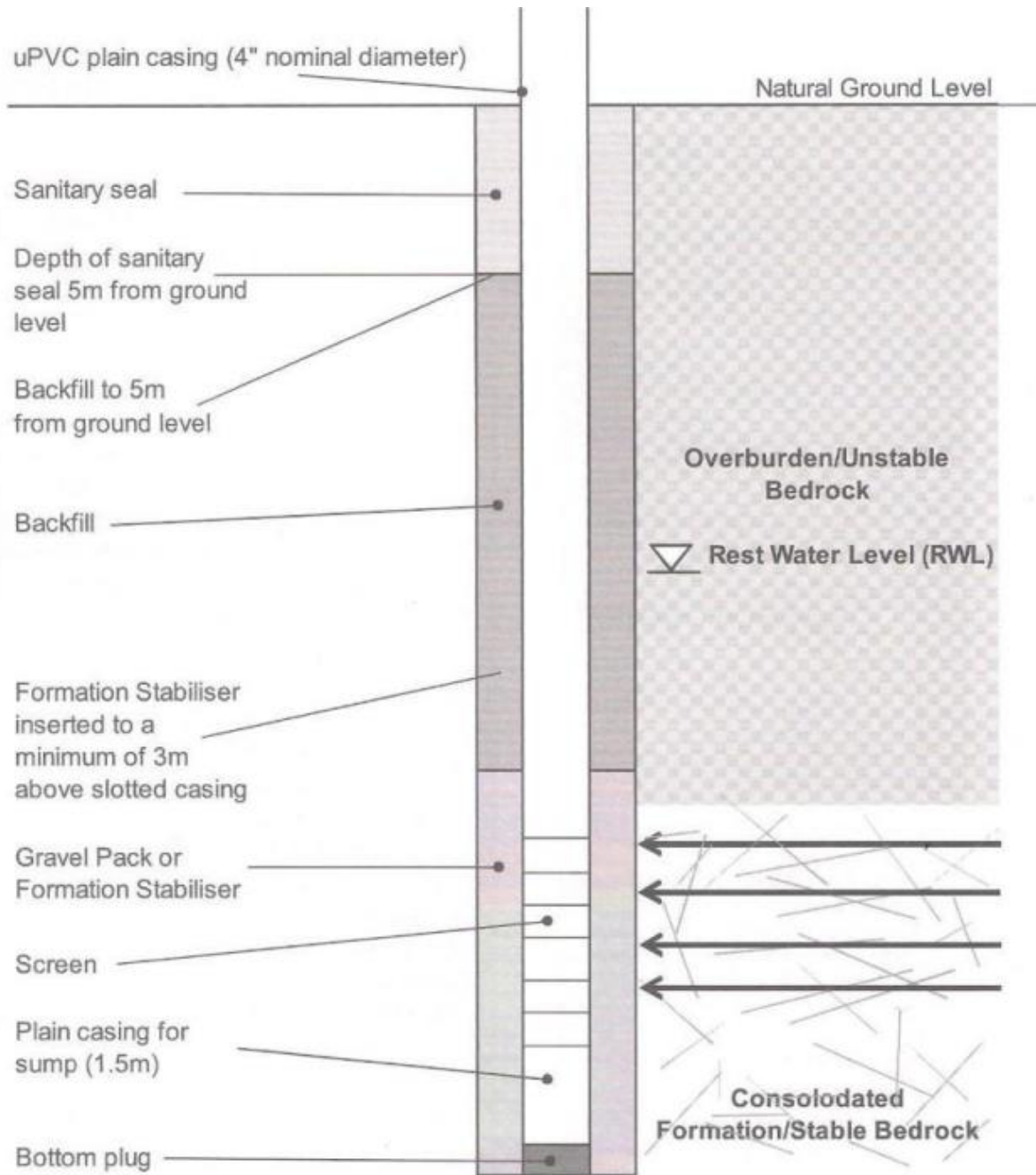
5.8 Other reports, notes etc

Other documentation generated during the construction such as reports, approval, notes, etc., shall be handed over to the Project Manager.

SECTION VII: DRAWINGS

Section VII: Drawings.

The drawings herein are for the purpose of bidding.



Note: In this typical borehole drawing (not to scale) the PVC casing & screen Nominal diameters should be 6" and not 4" as shown in the figure

SECTION VIII: BILL OF QUANTITIES

Preamble to Bill of Quantities

1. PRICING OF BILL

Contractor's attention is drawn to the Instructions to Bidders clause 13 on Bid Prices.

2. DESCRIPTION OF ITEMS

General obligations and general description of works and materials given in the Conditions of Contract and the Specifications are not necessarily repeated in the Bill of Quantities.

Descriptions attached to the items in the Bill of Quantities are only in sufficient detail to ensure identification of the work covered by the respective item and relate it to relevant Drawing as well as the relevant section of the Specifications. The Contractor should make cross –reference to the Conditions of Contract, the Specifications and the Drawings for detailed information on each item.

No omission from the description shall relieve the Contractor from his obligation to carry out the whole of the Works as specified and in accordance with the most modern and acceptable practice to the satisfaction of the Engineer.

3. RATES AND PRICES TO BE FULLY INCLUSIVE

In pricing the items of the Bill of Quantities the Contractor shall provide for all his costs and profits. The Employer therefore assumes that the Contractor has fully covered:

- a) All work, services and materials which according to the true intent and meaning of the Contract may be reasonably inferred as necessary for completion of the Works described in the Specifications and Bill of quantities and drawings whether expressly mentioned therein or not.
- b) All duties, obligations, liabilities and responsibilities, which the Contract places upon the Contractor.
- c) All contractors profit margin.

More particularly, the Contractor shall include (but not by way of limitation) in his tendered prices, unless itemized separately:

- a) All profits and charges for the supply and delivery of the Plant.
- b) All costs arising out of inspection and testing at manufacturer's works, including inspection to satisfy Government import regulations.
- c) All fittings, wiring, etc. not specifically itemized but essential for the proper installation and operation of the Works.
- d) All costs of packing as specified for export overseas and storage under tropical conditions.
- e) All loading and off-loading charges.
- f) All costs and insurances of delivering the Plant and Materials to site.
- g) All costs of handling, moving into position, erecting and fixing including supervision, tools, special appliances, scaffolding, tackle, consumable items, etc.
- h) All costs for testing, disinfecting, setting to work and putting into service.
- i) Making good, defects or damage to the Works in accordance with the Contract.

- j) All insurances as required by the Conditions of Contract.
- k) All costs arising out of connecting into and extending existing facilities, including any investigations required to ensure that the extensions are compatible with the existing plant.
- l) All costs associated with working and adjacent to and in conjunction with the Employer's operating staff.
- m) The cost of preparing and submitting all designs, drawings, manuals and progress reports required under the terms of the Contract.
- n) All costs associated with training the Employer's personnel as well as community representatives in the safe and efficient operation of the Works.
- o) Supply and delivery of the specified spare parts.

Prices shall be entered against each item in the Bill of Quantities. The cost of items against which the Contractor has failed to enter a price shall be deemed to be covered elsewhere in the priced Bill of Quantities.

4. THE BILL OF QUANTITIES

4.1 The Bill of Quantities is split into the following sections:

(a) Supply and Delivery

Prices shall include inter alia, all costs of collecting information and data, the provision of all necessary designs, drawings materials and labour for manufacturing and testing at manufacturers' works, including preparation, painting, protection before dispatch, packing, insurance, shipping costs, port and handling dues, delivery to site, unloading into storage and all labour and crange costs.

The prices shall also include all administration and other costs associated with customs clearance and the payment of import duties, taxes and Government charges.

(b) Site work, Erection and Testing

The prices shall include, but not by way of limitation for:-

storage prior to erection, moving into position, installing and erecting the Plant complete, site painting, site testing in accordance with the Specification and setting to work including all crange and labour costs;

The Contractor's responsibilities during the Defects Liability Period;

- the removal and disposal of replaced or redundant items of existing plant and equipment including cables, piping, cable trays, etc. and making good as necessary;
- trench excavation and backfilling for cables and pipes laid in the ground, together with warning tape, sand bedding and marker posts as appropriate;
- installation of pipes and cables in ducts and fixing to walls including steelwork, clips, cleats, hangers, supports, ducts through walls, GRP cable trays and ladders, fixings, etc;
- rehabilitation of buildings and structures as specified and work necessary for the updating of the treatment plant;
- building and civil work associated with the removal of existing equipment and the installation of new Plant;

- arranging for and carrying out any necessary temporary shutdown of flows in pipes, ducts, channels, etc and reinstating flow on completion of work;
- draining down existing pipes, tanks, ducts, channels, etc. including pumping as required;
- cutting or breaking into existing pipelines, chambers, channels, etc. and making good.

Where a space is provided for other items the Contractor shall list items of Plant or Work required but not allowed for elsewhere. Any items not entered but found necessary for the correct and proper completion of the works shall be deemed to be included elsewhere in his prices.

4.2 Electrical & Mechanical Works

The rates for electrical and mechanical work shall be deemed to include for all necessary temporary works, lighting, access and stagings, supply and installation of permanent works.

The percentage completion of the lump sum items will be agreed with the Engineer and payment made in proportion of completed work.

The rate for supply, installation and commissions of electrical installation shall be deemed to include removal of existing equipment and disposal off site to the approval of the Engineer and luminaires, switches, cabling, traywork, fixtures and fittings.

4.3 Concrete

In-situ concrete shall be measured as the net volume shown on the drawings or variation to the drawings as directed by the Engineer or his Representative, but no deductions shall be made for small chamfers, steelwork, reinforcement, bolt holes or fitting required to be built-in, nor shall extra volume be measured for splays or fillets. Deduction will only be made for openings with a cross-sectional area exceeding 0.1 m².

The rates for in-situ concrete shall include all necessary construction joints and shrinkage joints unless they are measured under separate items, stop ends, building in fittings, joints, pipes, conduits, bolts and the like and forming all small holes, apertures and other features which although not specifically mentioned in the Contract Documents, or shown on the drawings, can reasonably be inferred from the drawings and the Engineer's instructions.

The rates for all concrete shall include the supply of all materials including admixtures, mixing, transport, placing, compaction, curing, sampling and testing of concrete as specified.

4.4 Formwork

Formwork shall be measured as the net area in contact with the finished concrete surface. No measurement will be allowed for any temporary construction such as props, struts, stays, wedges. etc. The rates for formwork shall be deemed to include bolts, form oil, all types of cutting, raking, forming splays to arrises, waste, etc. Formwork incorporating holes, fillets, chamfers, grooves drip-chases, joints for any other appurtenances required shall be measured as if these features are not present. Deductions will only be made for openings with an area exceeding 1.0m².

Formwork will be measured as inclined when the angle of inclination to the vertical lies between 10 and 85°.

4.5 Reinforcement

Bar reinforcement will be paid for on the basis of its computed weight (based on 0.00785 kg per meter run of 1mm² cross sectional area). The rates entered in the Bill of Quantities shall include all cutting and waste, short and long lengths, rolling margins, bending, fixing and the provision of all necessary spacer bars, chairs, binding wire, etc. and butt welding where directed.

5. PROVISIONAL SUM

No item for which a Provisional Sum is inserted shall be expended by the Contractor until the Project Manager (who is also the Engineer) has given written instructions to this effect and it shall be the duty of the Contractor to make an application to the Engineer sufficiently in advance of the progress of the work for instructions with regard to such items. The Contractor shall obtain competitive quotations and samples if required and shall submit these to the Engineer for approval.

The Contractor shall produce to **the Project Manager** the receipted accounts for all articles purchased under provisional items. No payment to the Contractor shall be made in respect of the items until the said receipts have been presented to the Engineer.

Provisional Sums inserted in the Bill of Quantities in respect of materials to be specially imported for the Contract by the Contractor shall be deemed to include insurance, freight, dock and all other charges. In the case of imported materials obtained through a manufacturer's agent, the sum shall be deemed to include the agent's fees and charges.

The Bill of Quantities include items in respect of the Provisional Sums for materials and sub-contracts given in the form of a percentage of the sums to be expended to cover the Contractor's profit and overheads, including but not limited to the costs of obtaining quotations, and the placing of orders or awarding sub-contracts, and all expenses in connection with administering such orders or sub-contracts.

6. PROVISIONAL ITEMS

Provisional Items shall be used at the discretion of the Engineer and only if ordered or required by the Engineer in writing.

7. PAYMENT FOR PERFORMANCE BOND AND INSURANCE ITEMS

Payment to the Contractor for Bill Items relating to Performance Bond and insurances shall be the actual sum expended by the Contractor as substantiated by receipts/invoices. However, in each case such a sum shall not exceed the sum inserted by the Contractor against the corresponding item in the Bill of Quantities.

8. METHOD RELATED CHARGES

In order that the Contractor may cover his cost in executing specific portions of work, where those costs are not properly attributable to the quantity of permanent works to be executed, he may cover such costs in the Bill of Quantities in accordance with the following provisions.

For the purpose of these charges the following words and expressions shall have the meaning hereby assigned to them.

- a) "Method Related Charge" means the sum for an item inserted in the Bill of Quantities by a Bidder in accordance with this paragraph.
- b) "Time Related Charge" means a Method Related Charge for work the cost of which is to be considered as proportional to the length of time taken to execute the work.
- c) "Fixed Charge" means a Method Related Charge which is not a Time Related Charge.

All Method Related Charges are thus either a "Time Related Charge" or a "Fixed Charge", and no other type of charge will be allowed.

A Bidder may insert in the Bill of Quantities, in the Bill provided, such items for Method Related Charges as he may decide to cover items of work relating to his intended method of executing the works, the costs of which are not to be considered as proportional to the quantities, rates and prices for the other items.

Each item for a Method Related Charge inserted by the Bidder shall be fully described so as to define precisely the extent of work covered and to identify the constructional resource (plant, equipment etc) to be used and the particular items of permanent or temporary works to which the items relate. The description shall include the type of charge (Time Related or Fixed) and in the case of a Time Related Charge, shall include also the expected duration, and the rate of charge. Profit and overheads shall not be included as a Method Related Charge.

The insertion by a Bidder of an item for a Method Related Charge in the Bill of Quantities shall not bind him to adopt the method stated in the description of the item. However, in the case of a Time Related Charge, where the method is changed, a revised rate of charge shall be used taking into account the revised execution period to give the same total charge, had the original method, time and charge rate been adhered to. If the charge is a Fixed Charge then payment to the Contractor for such an item shall be in equal installments spread evenly throughout the duration of that part of the works, which is the subject of the Fixed Charge.

Method Related Charges shall not be admeasured but shall be deemed to be prices for the purpose of Clause 40 and shall be paid in accordance with Clause 42.

In the event of the satisfactory execution of any part of the works which has been the subject of an item for a Method Related Charge using, whether in whole or in part, a method other than that described in the item, the Contractor shall nevertheless be entitled to payment of the Method related installments at such times and upon such events as may from time to time be agreed between the Engineer and the Contractor. In default of such agreement the Method Related Charge, or the balance then unpaid, shall be allowed to the Contractor by way of installments in interim certificates at such times and upon such events as the Engineer shall decide.

The amount of Method Related Charge shall be neither increased nor decreased by reason of any change in method by the Contractor, unless such change has been ordered by the Engineer.

ABBREVIATIONS

The following abbreviations are used in the document:

LS:	Lump Sum
m³	Cubic meter
M:	Meter
L:	Liter
m²	Square Meter
km:	Kilometer
mm:	Millimeter
cm:	Centimeter
%:	Percent
No:	Number
USD:	United States Dollars
WP:	Water Point
GRP:	Glass Reinforced Plastic
DIN:	Germany Standards for Manufacturing Pipe and Fittings
2WD:	Two wheel drive
HDPE:	High Density Poly – Ethylene
PS:	Provisional Sum
GS:	Galvanized Steel Pipes

**BILL OF QUANTITIES (BoQ) FOR CARRYING OUT HYDROGEOLOGICAL SURVEY, DRILLING,
DEVELOPMENT, PUMPING TEST AND CAPPING OF TWENTY (20) EXPLORATORY AND PRODUCTIVE
BOREHOLES IN SEVEN (7) VILLAGES OF BUKOMBE DISTRICT COUNCIL**

Item No.	Description	Unit	QTY	Unit Price (Tshs)	Amount (Tshs)
GENERAL SUMMARY					
1	Preliminary and general Items:				
2	Hydrogeological/geophysical Survey to identify sites for drilling wells (BHs):				
3	Drilling of three (3) Boreholes at Bulangwa Village				
4	Drilling of three (3) Boreholes at Katente Village				
5	Drilling of one (2) Borehole at Msasa Village				
6	Drilling of three (3) Boreholes at Katome Village				

7	Drilling of three (3) Borehole at Imalamagigo Village				
8	Drilling of three (4) Boreholes at Kabagole Village				
9	Drilling of one (2) Borehole at Bugando Village				
	SUB TOTAL				
9	Account for 5% Inhouse Supervisory Fees of Total (Subtotal (1) + Subtotal (2) + Subtotal (3) + Subtotal(4) + Subtotal (5) + Subtotal(6)) + Subtotal (7) + Subtotal (8)				
	<i>ADD 10% CONTINGENCY</i>				
	TOTAL				
	<i>ADD 18% VAT</i>				
	GRAND TOTAL				

1	Preliminary and general Items:				
1.1	Performance Bond Costs	LS			
1.2	Insurance Costs				
1.2.1	Loss of or damage to the works, plants/equipment and materials	LS			

1.2.2	Loss of or damage to equipment;	LS			
1.2.3	Loss of or damage to property (except the works, equipment & materials) in connection with the Contract; and	LS			
1.2.4	Personal injury or death	LS			
1.3	Advance Payment Guarantee Costs	LS			
1.4	Mobilization/Demobilization	LS			
1.5	Reporting				
1.5.1	Reconnaissance Survey Report	LS			
1.5.2	Hydrogeological/geological survey Report	LS			
1.5.3	Drilling completion (including pumping test) Report	No	1		
1.6	Shifting between sites	Km	900		
1.7	Sign board	No	6		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
2	Hydrogeological/geophysical Survey to identify sites for drilling wells (BHs):				

2.1	Undertake inventory of existing data by tracking down past geological studies, hydrological and climatic monitoring data and borehole record files	LS			
2.2	Undertake Reconnaissance survey (Hydrogeological work) by assessing the potential presence of ground water in the underlying rock by an evaluation of surface characteristics	No	18		
2.3	Undertake Geophysical field work by measuring properties of subsurface geology and underground structures	Village	18		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
3	Drilling of three (3) Boreholes at Bulangwa Village				
3.1	Setting Up and Dismantling	No.	3		
3.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	15		
3.3	Drilling in overburden, 300mm diameter	m	15		
3.4	Drilling 152.4mm diameter in hard rock formation				
3.4.1	5-25m	m	60		

3.4.2	25-50m	m	75		
3.4.3	50-75m	m	75		
3.4.4	75-100m	m	75		
3.4.5	100-125m	m	75		
3.4.6	125-150m	m	75		
3.5	Reaming to 203.2mm diameter (8-inches hole)				
3.5.1	5-25m	m	60		
3.5.2	25-50m	m	75		
3.5.3	50-75m	m	75		
3.5.4	75-100m	m	75		
3.5.5	100-125m	m	75		
3.5.6	125-150m	m	75		
3.6	Sampling and storage of Representative Drill samples	No.	225		
3.7	Supply materials, installation of casings, Borehole flushing, and other works.				
3.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	300		
3.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	m	150		
3.7.3	Supply and Installation of cement grouting to wells	No.	3		

3.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	6		
3.7.5	Supply and installation of wooden top and bottom caps.	No.	6		
3.7.6	Supply and installation of inert backfill	No.	3		
3.7.7	Well development	Hr	9		
3.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	3		
3.8	Pumping Test				
3.8.1	Pump installation into the borehole, removal and other related activities	No.	3		
3.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	30		
3.8.3	Recovery test after step-drawdown pumping test	Hr.	18		
3.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	72		
3.8.5	Recovery test after constant rate pumping test	Hr.	18		
3.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	3		
3.8.7	Well disinfection chemicals (Chlorine)	Kg	9		

	SUB TOTAL CARRIED TO GENERAL SUMMARY				
4	Drilling of three (3) Boreholes at Katente Village				
4.1	Setting Up and Dismantling	No.	3		
4.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	15		
4.3	Drilling in overburden, 300mm diameter	m	15		
4.4	Drilling 152.4mm diameter in hard rock formation				
4.4.1	5-25m	m	60		
4.4.2	25-50m	m	75		
4.4.3	50-75m	m	75		
4.4.4	75-100m	m	75		
4.4.5	100-125m	m	75		
4.5	Reaming to 203.2mm diameter (8-inches hole)				
4.5.1	5-25m	m	60		
4.5.2	25-50m	m	75		
4.5.3	50-75m	m	75		
4.5.4	75-100m	m	75		
4.5.5	100-125	m	75		
4.6	Sampling and storage of Representative Drill samples	No	189		

4.7	Supply materials, installation of casings, Borehole flushing, and other works.				
4.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	252		
4.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	No	123		
4.7.3	Supply and Installation of cement grouting to wells	No.	3		
4.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	6		
4.7.5	Supply and installation of wooden top and bottom caps.	No.	6		
4.7.6	Supply and installation of inert backfill	No.	3		
4.7.7	Well development	Hr	6		
4.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	3		
4.8	Pumping Test				
4.8.1	Pump installation into the borehole, removal and other related activities	No.	3		
4.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	30		

4.8.3	Recovery test after step-drawdown pumping test	Hr.	18		
4.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	72		
4.8.5	Recovery test after constant rate pumping test	Hr.	18		
4.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	3		
4.8.7	Well disinfection chemicals (Chlorine)	Kg	9		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
5	Drilling of one (2) Borehole at Msasa Village				
5.1	Setting Up and Dismantling	No.	2		
5.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	10		
5.3	Drilling in overburden, 300mm diameter	m	10		
5.4	Drilling 152.4mm diameter in hard rock formation				
5.4.1	5-25m	m	40		
5.4.2	25-50m	m	50		
5.4.3	50-75m	m	50		
5.4.4	75-100m	m	50		

5.5	Reaming to 203.2mm diameter (8-inches hole)				
5.5.1	5-25m	m	40		
5.5.2	25-50m	m	50		
5.5.3	50-75m	m	50		
5.5.4	75-100m	m	50		
5.6	Sampling and storage of Representative Drill samples	No.	100		
5.7	Supply materials, installation of casings, Borehole flushing, and other works.				
5.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	134		
5.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	m	66		
5.7.3	Supply and Installation of cement grouting to wells	No.	2		
5.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	4		
5.7.5	Supply and installation of wooden top and bottom caps.	No.	4		
5.7.6	Supply and installation of inert backfill	No.	2		

5.7.7	Well development	Hr	6		
5.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	2		
5.8	Pumping Test				
5.8.1	Pump installation into the borehole, removal and other related activities	No.	2		
5.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	20		
5.8.3	Recovery test after step-drawdown pumping test	Hr.	12		
5.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	48		
5.8.5	Recovery test after constant rate pumping test	Hr.	12		
5.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	2		
5.8.7	Well disinfection chemicals (Chlorine)	Kg	6		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
6	Drilling of three (3) Boreholes at Katome Village				
6.1	Setting Up and Dismantling	No.	3		

6.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	15		
6.3	Drilling in overburden, 300mm diameter	m	15		
6.4	Drilling 152.4mm diameter in hard rock formation				
6.4.1	5-25m	m	60		
6.4.2	25-50m	m	75		
6.4.3	50-75m	m	75		
6.4.4	75-100m	m	75		
6.4.5	100-125m	m	75		
6.4.6	125-150m	m	75		
6.5	Reaming to 203.2mm diameter (8-inches hole)				
6.5.1	5-25m	m	60		
6.5.2	25-50m	m	75		
6.5.3	50-75m	m	75		
6.5.4	75-100m	m	75		
6.5.5	100-125m	m	75		
6.5.6	125-150m	m	75		
6.6	Sampling and storage of Representative Drill samples	No.	225		
6.7	Supply materials, installation of casings, Borehole flushing, and other works.				

6.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	300		
6.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	m	150		
6.7.3	Supply and Installation of cement grouting to wells	No.	3		
6.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	6		
6.7.5	Supply and installation of wooden top and bottom caps.	No.	6		
6.7.6	Supply and installation of inert backfill	No.	3		
6.7.7	Well development	Hr	9		
6.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	3		
6.8	Pumping Test				
6.8.1	Pump installation into the borehole, removal and other related activities	No.	3		
6.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	30		
6.8.3	Recovery test after step-drawdown pumping test	Hr.	18		

6.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	72		
6.8.5	Recovery test after constant rate pumping test	Hr.	18		
6.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	3		
6.8.7	Well disinfection chemicals (Chlorine)	Kg	9		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
7	Drilling of three (3) Borehole at Imalamagigo Village				
7.1	Setting Up and Dismantling	No.	3		
7.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	15		
7.3	Drilling in overburden, 300mm diameter	m	15		
7.4	Drilling 152.4mm diameter in hard rock formation				
7.4.1	5-25m	m	60		
7.4.2	25-50m	m	75		
7.4.3	50-75m	m	75		
7.4.4	75-100m	m	75		
7.4.5	100-125m	m	75		
7.4.6	125-150m	m	75		
7.4.7	150-175m	m	75		

7.4.8	175-180m	m	15		
7.5	Reaming to 203.2mm diameter (8-inches hole)				
7.5.1	5-25m	m	60		
7.5.2	25-50m	m	75		
7.5.3	50-75m	m	75		
7.5.4	75-100m	m	75		
7.5.5	100-125m	m	75		
7.5.6	125-150m	m	75		
7.5.7	150-175m	m	75		
7.5.8	175-180m	m	15		
7.6	Sampling and storage of Representative Drill samples	No.	270		
7.7	Supply materials, installation of casings, Borehole flushing, and other works.				
7.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	360		
7.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	m	180		
7.7.3	Supply and Installation of cement grouting to wells	No.	3		
7.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	6		

7.7.5	Supply and installation of wooden top and bottom caps.	No.	6		
7.7.6	Supply and installation of inert backfill	No.	3		
7.7.7	Well development	Hr	9		
7.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	3		
7.8	Pumping Test				
7.8.1	Pump installation into the borehole, removal and other related activities	No.	3		
7.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	30		
7.8.3	Recovery test after step-drawdown pumping test	Hr.	18		
7.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	72		
7.8.5	Recovery test after constant rate pumping test	Hr.	18		
7.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	3		
7.8.7	Well disinfection chemicals, (chlorine)	Kg	9		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				

8	Drilling of three (4) Boreholes at Kabagole Village				
8.1	Setting Up and Dismantling	No.	4		
8.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	20		
8.3	Drilling in overburden, 300mm diameter	m	20		
8.4	Drilling 152.4mm diameter in hard rock formation				
8.4.1	5-25m	m	80		
8.4.2	25-50m	m	100		
8.4.3	50-75m	m	100		
8.4.4	75-100m	m	100		
8.4.5	100-120m	m	80		
8.5	Reaming to 203.2mm diameter (8-inches hole)				
8.5.1	5-25m	m	80		
8.5.2	25-50m	m	100		
8.5.3	50-75m	m	100		
8.5.4	75-100m	m	100		
8.5.5	100-120m	m	80		
8.6	Sampling and storage of Representative Drill samples	No	240		
8.7	Supply materials, installation of casings, Borehole flushing, and other works.				

8.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	320		
8.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	No	160		
8.7.3	Supply and Installation of cement grouting to wells	No.	4		
8.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	8		
8.7.5	Supply and installation of wooden top and bottom caps.	No.	8		
8.7.6	Supply and installation of inert backfill	No.	4		
8.7.7	Well development	Hr	12		
8.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	12		
8.8	Pumping Test				
8.8.1	Pump installation into the borehole, removal and other related activities	No.	4		
8.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	40		
8.8.3	Recovery test after step-drawdown pumping test	Hr.	24		

8.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	96		
8.8.5	Recovery test after constant rate pumping test	Hr.	24		
8.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	4		
8.8.7	Well disinfection chemicals (Chlorine)	Kg	12		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
9	Drilling of one (2) Borehole at Bugando Village				
9.1	Setting Up and Dismantling	No.	2		
9.2	Supply, Install and remove temporary steel casing 250mm (10 inches)	m	10		
9.3	Drilling in overburden, 300mm diameter	m	10		
9.4	Drilling 152.4mm diameter in hard rock formation				
9.4.1	5-25m	m	40		
9.4.2	25-50m	m	50		
9.4.3	50-75m	m	50		
9.4.4	75-100m	m	50		
9.5	Reaming to 203.2mm diameter (8-inches hole)				
9.5.1	5-25m	m	40		

9.5.2	25-50m	m	50		
9.5.3	50-75m	m	50		
9.5.4	75-100m	m	50		
9.6	Sampling and storage of Representative Drill samples	No.	100		
9.7	Supply materials, installation of casings, Borehole flushing, and other works.				
9.7.1	Supply and Install 144mm, (ID) dia. uPVC plain casings 3m length, 8-10mm wall thickness	m	134		
9.7.2	Supply and Install 144 mm dia. uPVC,(ID) screen (2-4mm slot size) casings 3m length, 8-10mm wall thickness	m	66		
9.7.3	Supply and Installation of cement grouting to wells	No.	2		
9.7.4	Supply and Install filter gravel (quartz 2-4mm dia.)	M ³	4		
9.7.5	Supply and installation of wooden top and bottom caps.	No.	4		
9.7.6	Supply and installation of inert backfill	No.	2		
9.7.7	Well development	Hr	6		
9.7.8	Installation of 1.5m well head steel casing of 300mm diameter (borehole capping).	No.	2		
9.8	Pumping Test				

9.8.1	Pump installation into the borehole, removal and other related activities	No.	2		
9.8.2	Step - drawdown pumping test: 5 steps each step 2 hours duration.	Hr.	20		
9.8.3	Recovery test after step-drawdown pumping test	Hr.	12		
9.8.4	Constant rate pumping test (only for an approved borehole)	Hr.	48		
9.8.5	Recovery test after constant rate pumping test	Hr.	12		
9.8.6	Water sampling and testing for both physical, chemical and bacteriological quality	No.	2		
9.8.7	Well disinfection chemicals (Chlorine)	Kg	6		
	SUB TOTAL CARRIED TO GENERAL SUMMARY				
	Account for 5% Inhouse Supervisory Fees of Total (Subtotal (1) + Subtotal (2) + Subtotal (3) + Subtotal(4) + Subtotal (5) + Subtotal(6)) + Subtotal (7) + Subtotal (8)				

SECTION IX: FORMS - BID

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] **Tshs**

The Contract shall be paid in the following currencies:

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

The advance payment required is:-

Amount	Currency
(a)	
(b)	

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 Adjudicator, whose daily fees and biographical data are attached.

We are not participating, as bids, in more than one bid in this bidding process other than alternative bids in accordance with the bidding documents.

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

Appendix to Bid

Schedule of Adjustment Data

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

Table A. Local Currency

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

Table B. Foreign Currency

State type: _____ [If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/ Amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Bidder's proposed weighting
	Nonadjustable	—	—	—		a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____ * b: _____ c: _____ d: _____ e: _____ etc.
Total							1.00

Table C. Summary of Payment Currencies

For _____ [insert name of Section of the Works]

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

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Net Bid Price				100.00
Provisional sums expressed in local currency	*	*	*	
BID PRICE				

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

2. Form of Qualification Information

- 1 **Individual Bidders or Individual Members of joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of bid: *[attach]*
- Registration certificate *[attach]* current Business License *[attach]*
- 1.2 Total annual volume of construction work performed in two years, in Tanzanian shillings as specified in the Bid Data Sheet; *[insert]*
- 1.3 Work performed as prime Contractor on works of a similar nature and volume over the last two years or as specified in the Bid Data Sheet in Tanzanian Shillings. Also list details of work under way or committed, including expected completion dates.

Project Name and Nountry	Name of Nlient and Contact Person	Contractors Participation	Type of Work Performed and Year of Completion	Value of Contract
(a)				
(b)				

- 1.4 Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below. Refer also to sub-Clause 12.3 of the Instructions to Bidders.

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?)
(a)			
(b)			
(c)			
(d)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach

biographical data. Refer also to sub-Clause 12.3 of the Instructions to Bidders and Sub- Clause 10.1 of the General Conditions of Contract.

Position	Name	Years of Experience (general)	Years of Experience in Proposed Position
(a)			
(b)			

1.6 Proposed sub-contractor and firms involved. Refer to Clause 7 of General Conditions of Contract.

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in Similar Work
(a)			
(b)			

1.7 Financial reports for the number of years specified in the Bid Data Sheet.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

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

1.10 Information on current litigation in which the Bidder is involved.

Other Party(ies)	Cause of Dispute	Amount Involved
(a)		
(b)		

1.11 Statement of compliance with the requirements of sub-Clause 3.2 of the Instructions to Bidders.

1.12 Proposed Program (work method and schedule). Descriptions,

drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. **Joint Ventures**
 - 2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory (ies) of the bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:-
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. **Additional Requirements**
 - 3.1 Bidders should provide any additional information required in the **Bid Data Sheet** or to fulfill the requirements of sub-Clauses 12.1 of the Instructions to Bidders, if applicable.

3. 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 the equivalent of [amount in numbers and works] [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 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 NATIONAL CONSTRUCTION COUNCIL 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 hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Form of Contract

Form of Contract Agreement

. Letter of Acceptance

4. Form of Contract Agreement

This Agreement, made the _____ 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").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Biding Signature of Employer _____

Binding Signature of Contractor _____

SECTION X: FORMS - SECURITY

1. 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 Procuring Entity**]

We, the undersigned, declare that:

We understand that, according to your conditions, 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 Purchaser 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 our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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) twenty-eight 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)

2. 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] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the Contract] dated 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 twenty-eight days from the date of issuance of the 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]

3. Performance Bond

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

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

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

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) obtain a 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 Certificate of Completion.

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

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

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

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

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

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

4. 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 *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Reference number of the contract]* dated _____ 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 *[amount in figures]* (____) *[amount in 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 *[amount in figures]* (_____) *[amount in 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 mobilization in respect of the Works.

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 _____ at _____ *[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: _____

SECTION XI: INTEGRITY

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY/ CODE OF CONDUCT AND COMPLIANCE PROGRAMME

- (1) Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Bidder may cover the subcontractors and consortium partners in its own statement, provided the Bidder assumes full responsibility.
- (3)
 - (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - (b) Each Bidder will make full disclosure in the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the bid and, if successful, the implementation of the contract.
 - (c) The successful Bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - (d) Within six months of the completion of the performance of the contract, the successful Bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - (e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Bids which do not conform to these requirements shall not be considered.
- (5) If the successful Bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

MEMORANDUM (Format 1)

(Regulation 100(2) of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of public assets by tender) Regulations, 2005 - Government Notice No. 97 of 15th April, 2005

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)

(Regulation 78 (2) of the Public Procurement Regulations, 2005 - Government Notice No. 446 of 29th November, 2013

This company _____ (*name of company*) has issued, for the purposes of this bid, a Compliance Program copy 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: _____