

INVITATION FOR TENDERS

TENDER NO.: TR34/2025/2026/G/41

FOR

Supply, installation, testing, training and commissioning of Testing Equipment

13/04/2026

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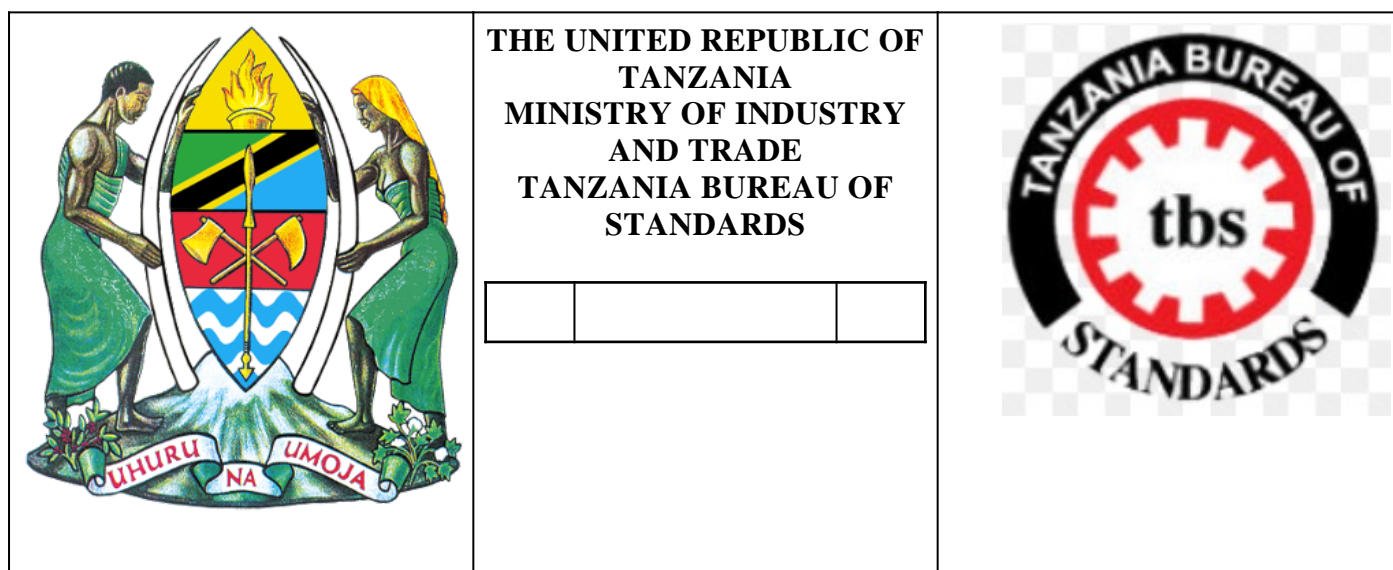
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LIST OF ABBREVIATIONS

AO	Accounting Officer
AGC	Attorney General Chamber
Cap	Chapter
DARB	Dispute Avoidance and Resolution Board
ES	Environmental and Social
ES-MSIP	Environmental Social Management Strategies and Implementation Plan
FY	Financial Year
GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction for Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
STD	Standard Tender Document
SPP	Sustainable Public Procurement
TDS	Tender Data Sheet

PART 1 - TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS



INVITATION FOR TENDERS

Tender No. TR34/2025/2026/G/41

FOR

Supply, installation, testing, training and commissioning of Testing Equipment

13/04/2026

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the National e-Procurement System of Tanzania (NeST) dated 27/06/2025.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA BUREAU OF STANDARDS during the financial year 2025/2026. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Supply, installation, testing, training and commissioning of Testing Equipment.
3. The TANZANIA BUREAU OF STANDARDS now invites tenders from eligible GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign for supply and installation of Supply, installation, testing, training and commissioning of Testing Equipment.
4. Tendering will be conducted through the International Competitive Tendering specified in the Public Procurement Regulations, Cap 410, and is open to all Tenderers as defined in the Regulations unless otherwise stated in the Tender Data Sheet.
5. Interested eligible Tenderers may obtain further information from and inspect the tendering document through NeST. A complete set of tendering document(s) in ENGLISH may be accessed through NeST.
6. Tenderers are required to register on the NeST and pay tender participation fee indicated in the NeST to be able to participate in this tendering process.
7. All tenders must be accompanied by a Tender Securing Declaration in the format provided in the tendering documents.

8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 30/04/2026. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.
9. Tenders not received through NeST shall not be accepted for evaluation irrespective of the circumstances.

Director General
P.O Box 9524, Dar es Salaam

SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. INTRODUCTION

ITT Clause& Required Information/Data	ITT Subclause	ITT Description
1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites tenders for the supply and installation of plants and equipment as specified in the TDS and Section VII, Procuring Entity’s Requirements. The successful Tenderer will be expected to supply and installing the goods within the period stated in the TDS from the start date (s) specified in the TDS. The duration of contract shall be specified in the TDS.
	1.2	Tendering will be conducted through the method of procurement indicated in TDS and is open to all Tenderers who meet the eligibility criteria stated in ITT3 [Eligible Tenderers]
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in GCC
2. Source of Funds	2.1	The Government of Tanzania has set aside funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply and installation of goods as described in the TDS. Or The Government of the of Tanzania through PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the project described in the TDS, and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the TDS.
	2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request by the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligible Tenderers	3.1	The invitation for Tenders(IFT) is open to all tenderers except where it is otherwise specified in the TDS, A Tenderer may be natural person, company or firm or public or semi-public agency of Tanzania, subject to ITT 3.10 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a Joint Venture, consortium, or association (herein referred as a JVCA)
	3.2	For a JVCA to be eligible, each member of JVCA is required to be eligible to participate in public procurement and where one party is deemed to be ineligible, the whole JVCA shall be declared ineligible.
	3.3	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a JVCA.
	3.4	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.5	Any signed agreement that forms a JVCA or a Letter of Intent to execute a JVCA Agreement shall be attested and submitted as part of the tender. Where a Letter of Intent to execute a JVCA is submitted, a draft JVCA Agreement shall also be submitted as part of the tender.

	3.6	Any Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.7	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Service Provider in Tanzania before signing the Contract.
	3.8	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tender; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this Tendering process; or f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender or as Tenderers and subcontractors simultaneously; or g) Participated as a consultant in the preparation of the design or technical specifications of the supplies and related installations that are the subject of the Tender.
	3.9	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> a) such Tenderer is declared bankrupt or, in the case of company or firm, insolvent; b) payments in favour of the person, company or firm is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; c) legal proceedings are instituted against such person, company or firm involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct; e) the Tenderer is debarred and blacklisted or ineligible in accordance with Public Procurement Act or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or f) A Tenderer is from an ineligible Country as specified under Section VI

		[Ineligible Country] of this tendering document.
	3.10	Public or Semi-public 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 boards or authorities and if they are not a dependent agency of the Government.
	3.11	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.12	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10%) percent of the tender price is envisaged.
	3.13	Firms shall be excluded if: a) as a matter of law or official regulation, the United Republic of Tanzania prohibits commercial relations with that country, provided that the PE is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the United Republic of Tanzania prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
	3.14	JVCA or sub-contracting for tenders falling under preference schemes shall follow the nature, conditions and modalities as provided under ITT 33 [National Preference], ITT 34[Exclusive Preference] and ITT 35 [Preference under Sub-contracting arrangement by a foreign tenderer].
	3.15	Subject to ITT 3.1 to 3.14, Tenderers must meet the qualification criteria specified under Section IV –Qualification and Evaluation Criteria
4. Eligible Plant, Equipment and Services	4.1	All supplies and related installations to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Tender, ineligible country is stated in the TDS.
	4.2	For the purposes of this clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” include services such as insurance, installation, training and initial maintenance.
	4.3	For purposes of this clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
	4.4	The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
	4.5	If so required in the TDS, the Tenderer shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in the United Republic of Tanzania, the goods indicated in its tender.
	4.6	To establish the eligibility of the supplies of Equipment and Machinery related services the Tenderer shall fill the Country of origin declarations in the price schedule including the form of tender.

5. One tender per tenderer	5.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
	5.2	No Tenderer can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
	5.3	A Tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender but only in that capacity.
	5.4	A Tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Tenderer has participated to be disqualified
6. Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
7. Site visit and pre-tender meeting	7.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the tender and entering into a Contract for supply and installing of the goods. The costs of visiting the Site shall be at the Tenderer's own expense.
	7.2	The PE may conduct a site visit and a pre-Tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.3	The Tenderer's designated representative is invited to attend a site visit and/or pre-tender meeting which, if convened, will take place at the venue and time stipulated in the TDS. Non- attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a Tenderer.
	7.4	The Tenderer may submit request for clarification (if any) through NeST to the PE before the pre-Tender meeting. PE may respond to questions during the meeting however, all questions raised and their responses will be transmitted in accordance with ITT 7.56
	7.5	Minutes of the pre-tender meeting, if applicable, including questions raised by the Tenderers without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all participating Tenderers through NeST. Any modification of the Tendering Documents listed in ITT 8.1[Content of Tendering Documents] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 10.2 [Amendments of the Tendering Documents] and not through the minutes of the pre-tender meeting.

B: THE TENDERING DOCUMENTS

8. Content of Tendering Documents	8.1	<p>Tendering procedures and contract terms are prescribed in the Tendering Documents. In addition to Section I [Invitation for Tenders], Tendering Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITT 10.2 [Amendments of the Tendering Documents] include;</p> <p>PART1: TENDERING PROCEDURES Section II Instructions to Tenderers (ITT) Section III Tender Data Sheet (TDS) Section IV Qualification and Evaluation Criteria Section V Tendering Forms Section VI Eligible Countries</p> <p>PART 2: PROCURING ENTITY'S REQUIREMENTS Section VII Schedule of Requirements</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS Section VIII General Conditions of Contract (GCC) Section IX Special Conditions of Contract (SCC) Section X Contract Forms</p>
	8.2	<p>The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 8.1 above, the said tendering documents will take precedence.</p>
	8.3	<p>The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from NeST.</p>
	8.4	<p>The Tenderer is expected to examine all instructions, forms, terms, specifications, and other information in the Tendering Documents. Failure to furnish all information required by the tendering documents or submission of a Tender not substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender.</p>
9. Clarification of Tendering Documents	9.1	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least three (3) days for open competitive methods and two (2) days in the case of other tendering methods prior to the tender submission deadline.</p>
	9.2	<p>The PE will within two (2) working days after receiving the request for clarification respond and publish responses, including a description of the inquiry, but without identifying its source, through NeST provided that such request is received within the time prescribe under ITT 9.1</p>
	9.3	<p>Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 10.</p>
10. Amendment of Tendering Documents	10.1	<p>Before the deadline for submission of tenders, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering documents by issuing addenda.</p>
	10.2	<p>Any addendum thus issued shall be part of the Tendering Documents pursuant to ITT 8.1 [Content of Tendering Document] and shall be communicated through NeST to participating tenderers.</p>
	10.3	<p>In order to allow prospective Tenderers reasonable time to take an</p>

		addendum into account in preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of tenders, pursuant to ITT 24.2 [Deadline for Submission of Tenders].
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C. PREPARATION OF TENDERS

<p>11. Language of Tender</p>	<p>11.1</p>	<p>The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the PE shall be written in the language specified in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.</p>
<p>12. Documents Constituting the Tender</p>	<p>12.1</p>	<p>The Tender prepared and submitted by the Tenderer shall constitute comprise tendering form as listed in Section V as follows:</p> <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT16 [Form of Tender], ITT17 [Tender Prices], and ITT18 [Tender Currencies]; b) Documentary evidence established in accordance with ITT14 [Documents Establishing Eligibility and Qualifications of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted; c) Documentary evidence established in accordance with ITT 14.5 [Documents Establishing Eligibility and Qualifications of the Tenderer] that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods d) Documentary evidence established in accordance with ITT13 [Documents Establishing Eligibility of Supplies and Related Installations and Conformity to Tendering Documents] that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering documents; e) Tender security or Tender Securing Declaration furnished in accordance with ITT 20 [Tender Security or Tender Securing Declaration]; f) Dully Notarized Power of Attorney (in the format provided in Section V – Tendering Forms) authorizing signatory of the Tender to commit the Tenderer or an extract of business name registration in case of sole proprietorship, in accordance with ITT22 [Format and Signing of Tender. g) Code of Conduct for Contractor’s Personnel (ES) The Tenderer shall submit its Code of Conduct that will apply to the Contractor’s Personnel (as defined in GCC Sub- Clause 1) employed for the execution of Installation Services (defined in GCC Sub- Clause 1) at the Site (or other places in the country where the Site is located),to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Tenderer shall use for this purpose the Code of Conduct form provided in Section V. No substantial modifications shall be made to this form, except that the Tenderer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. h) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks The Tenderer shall submit Management Strategies and Implementation Plans (MSIPs) to manage key Environmental and Social (ES) risks in a form provided in Section V [Tendering Forms]. i) Any information, other than the documents under ITT 12.1(a) –

		(h) above required to be completed and submitted by Tenderers, as specified in the TDS .
13. Documents Establishing Eligibility of Supplies and Related Installations and Conformity to Tendering Documents	13.1	Pursuant to ITT12 [Documents Constituting the Tender], the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tendering documents of all supplies and related installations which the Tenderer proposes to supply under the contract.
	13.2	The documentary evidence of the eligibility of the goods and related installation shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	13.3	The documentary evidence of conformity of the supplies and related installations to the Tendering documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the TDS .
	13.4	The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period as specified in the TDS following commencement of the use of the goods by the PE.
	13.5	For purposes of the commentary to be furnished pursuant to ITT13.3 (c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the PE's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	13.6	The required documents and other accompanying documents must be in the language of the tender. In case any other language than the language of the tender is used the pertinent translation into the language of the tender shall be attached to the original version.
14. Documents Establishing Eligibility and Qualifications of the Tenderer	14.1	Pursuant to ITT 12 [Documents Constituting the Tender], the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
	14.2	In the event that pre-qualification of potential Tenderers has been undertaken, only tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original prequalification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender

		submission. The update or confirmation should be provided in Section V [Tendering Forms]
	14.3	If the PE has not under taken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the Section IV [Qualification and Evaluation Criteria]
	14.4	The documentary evidence of the Tenderers eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT4 [Eligible Plant, Equipment and Services].
	14.5	<p>The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction:</p> <p>a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania;</p> <p>b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in Section IV – Qualification and Evaluation Criteria. If a pre-qualification process has been undertaken for the Contract, the Tenderer shall, as part of its Tender, update any information submitted with its pre-qualification as specified in Section IV –Qualification and Evaluation Criteria.</p> <p>c) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>d) that the Tenderer meets the qualification criteria specified in Section IV– Qualification and Evaluation Criteria.</p>
	14.6	<p>Tenders submitted by a JVCA shall comply with the following requirements:</p> <p>a) one of the partners of the JVCA will be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners of the JVCA;</p> <p>c) the Tender Securing Declaration as stated in accordance with ITT20 [Tender Securing Declaration], and in case of a successful tender, the Agreement, shall be signed so as to be legally binding on all partners of the JVCA and</p> <p>Any exception to the documents listed in (a) to (d) above will be indicated in TDS.</p>
	14.7	To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in Section IV [Qualification and Evaluation Criteria].
15. Lot and Package –Multiple Contracts (New/Introduced)	15.1	Where a tender is divided into lots or packages, the number, nature, location and size of each lot or package will be as indicated in the TDS . The minimum and maximum number of lots or packages for which a tenderer may tender will be as

		indicated in the TDS .
	15.2	When tendering for more than one Contract under the lot and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being applied for in regard to: a) average annual turnover; b) particular experience including key production rates; c) financial capability, d) personnel capabilities; and e) equipment capabilities. As provided in Section IV [Qualification and Evaluation Criteria]
	15.3	In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those lots/multiple contracts for which the Tenderer meets the criteria as provided in Section IV [Qualification and Evaluation Criteria].
	15.4	Each lot shall form a separate contract.
	15.5	Where lots are to be apportioned to different tenderers, the PE may require the tenderer for a particular lot to ensure the coordination of the execution of the lots as specified in TDS .
16. Form of Tender	16.1	The Tenderer shall fill the Form of Tender furnished in the Tendering documents as provided and required in the NeST. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
17. Tender Prices and Discounts	17.1	Unless otherwise specified in the Technical Specifications, Tenderers shall quote for the entire facilities on a “single responsibility” basis such that the total Tender price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tendering documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Tendering documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tendering documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed to be covered by the prices for other items.
	17.2	Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the Tendering documents. If a Tenderer wishes to make a deviation, such deviation shall be listed in Attachment 6 of its Tender. The Tenderer shall also provide the additional price, if any, for withdrawal of the deviations.
	17.3	Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section V, Tendering Form .
	17.4	Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section V, Tendering Forms,

		<p>from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total tender price(s) to be entered in the Letter of Bid.</p> <p>Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the PE's Country Schedule No. 3 Design Services Schedule No. 4 Installation Services Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4) Schedule No. 6 Recommended Spare Parts Tenderers shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.</p>
	17.5	<p>In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows:</p> <p>(a) Plant to be supplied from abroad (Schedule No. 1): The price of the plant shall be quoted on CIP-named place of destination basis as specified in the TDS.</p> <p>(b) Plant manufactured within the United Republic of Tanzania (Schedule No. 2):</p> <p>(i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),</p> <p>(ii) Sales tax and all other taxes payable in the United Republic of Tanzania on the plant if the contract is awarded to the Tenderer.</p> <p>(c) Design Services (Schedule No. 3).</p> <p>(d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the TDS, insurance and other services incidental to delivery of the plant, all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Tendering Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the PE's country as of twenty-eight (28) days prior to the deadline for submission of tenders.</p> <p>(e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.</p>
	17.6	<p>The current edition of Incoterms, published by the International Chamber of Commerce shall govern.</p>
	17.7	<p>The prices shall be either fixed or adjustable as specified in the TDS.</p>
	17.8	<p>In the case of Fixed Price, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p>
	17.9	<p>In the case of Adjustable Price as stipulated in the TDS, prices quoted by the Tenderer shall be subject to adjustment during</p>

		performance of the contract to reflect changes in the cost elements such as labour, material, transport and contractor's equipment in accordance with the procedures specified in the Adjustable Price Appendix to the Contract Agreement. A tender submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Tenderers are required to indicate the source of labour and material indices in the corresponding Form in Section IV, Tendering Forms.
	17.10	If so indicated in ITT1.1 [Scope of Tender], tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply
	17.11	The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 16 [Form of Tender]. Where a tender is divided in lots or packages, Tenderer may quote any discount and the methodology for their application in the Form of Tender in accordance with ITT 16 [Form of Tender] in the event of consolidation of some or all of the lots or packages for which he has submitted individual tenders
18. Tender Currencies	18.1	The unit rates and prices shall be quoted by the Tenderer entirely in Tanzania shillings or in foreign currencies or both as indicated in the TDS . Prices shall be quoted in the following currencies: a) Goods covered under ITT17.5 (a) [Tender Prices and Discounts] to be supplied from abroad shall be quoted entirely in Tanzanian shillings. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than three foreign currencies. b) Goods covered under ITT 17.5(b) to be supplied from within the United Republic of Tanzania shall be quoted in Tanzanian shillings unless otherwise specified in the TDS . c) Unless otherwise specified in the TDS , local transportation, insurance and other services incidental to delivery of the goods covered under ITT 17.5(d) and installation services covered under ITT 17.4(d) shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and in accordance with the provisions of ITT 17.5(a) and (b) above.
	18.2	If allowed to give unit rates and prices in foreign currency, the rates of exchange to be used by the Tenderer in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the Bank of Tanzania (BOoT)
	18.3	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the TDS are reasonable and responsive to ITT18.1
19. Tender Validity Period	19.1	Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline prescribed by the PE, pursuant to ITT24 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.

	19.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers to extend the period of validity for a specified additional period not exceeding original tender validity period. The request and the Tenderers' responses shall be made in writing through NeST. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration.
	19.3	A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender but will be required to extend the validity of its Tender security or Tender Securing declaration for the period of the extension, and in compliance with ITT20 [Tender Security or Tender Securing Declaration] in all respects.
	19.4	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension.
20. Tender Security or Tender Securing Declaration	20.1	Pursuant to ITT 12 [Documents Constituting the Tender], unless otherwise specified in the TDS, the Tenderer shall furnish as part of its tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section V- Tendering Forms
	20.2	The Tender security or Tender securing declaration is required to protect the PE against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to ITT 20.9.
	20.3	The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency as stipulated in TDS , 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 of their choice located in any eligible country, in the form provided in the Tendering Documents Tendering or another form acceptable to the PE and valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or, b) a cashier's or certified check. c) another security if indicated in the TDS
	20.4	The Tender security or Tender Securing Declaration shall be in accordance with the Form of the Tender security included in Section V – Tendering Forms or another form approved by the PE prior to the Tender submission
	20.5	The Tender security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 19.9 are invoked.
	20.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITTs 19.1 and 19.3 shall be rejected by the PE as non-responsive, pursuant to ITT29.
	20.7	Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT18 [Tender Validity Period].

	20.8	The successful Tenderers' Tender Security will be discharged upon the Tenderer furnishing the performance security, the Environmental and Social (ES) Security pursuant to ITT41 [Performance Security], and signing the contract pursuant to ITT42
	20.9	The Tender Security or the Tender Securing Declaration of a JVCA shall be in the name of the JVCA that submits the tender. If the JVCA has not been constituted into a legally-enforceable JVCA, at the time of tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITT 3.1 [Eligible Tenders].
	20.10	In the case of Tender Security, it shall be forfeited if ; a) a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in ITT23.2 [Deadline for Submission of Tenders]; or b) does not accept the correction of errors pursuant to ITT 30 [Correction of Errors]; or c) successful Tenderer, if the Tenderer fails: (i) to furnish performance security, and if required in TDS, the Environmental and Social (ES)N Security in accordance with ITT 41 [Performance Security] (ii) to sign the contract in accordance with ITT42 [Signing of Contract];
	20.11	In the case of Tender Securing Declaration, it shall be executed if; (a) the Tenderer withdraws its tender, except as provided in ITT's 18.2 [Tender Validity Period]; or (b) in the case of a successful Tenderer, if the Tenderer fails: (i) to furnish performance security in accordance with ITT41 [Performance Security] and if required in TDS , or (ii) fails to sign the contract in accordance with ITT42 [Signing of Contract].
	20.12	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement Regulatory Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public procurement during the period of debarment
21. Alternative Tenders by Tenderers	21.1	Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderers technical design as indicated in the specifications, Drawings and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT 21.2 and 21.3 shall prevail.
	21.2	Where permitted, alternative Tenders do not need to conform precisely to the Schedule of Requirements, but must – a) meet the objectives and/or performance requirements prescribed in the Schedule of Requirements; b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and c) clearly state the benefits of the alternative Tender over any solution which conforms precisely to the Schedule of Requirements, in terms of technical performance, price, operating costs or any other benefit.
	21.3	A Tenderer may submit both a main Tender which conforms precisely to the Schedule of Requirements and an alternative

		Tender.
	21.4	Where a Tenderer submits more than one Tender, each Tender shall be submitted as a completely separate Tender and shall conform to the instructions for preparation and submission of Tenders in its own right, without any reliance on any other Tender. In particular, each Tender shall be separately signed, authorized, sealed, labeled and submitted in accordance with the instructions for submission of Tenders and shall be accompanied by a separate Security, if so required. Such Tenders shall be labeled “Main Tender” and “Alternative Tender”.
	21.5	When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the TDS , and the method of evaluating different time schedules will be described in Section IV, Evaluation and Qualification Criteria
	21.6	When tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VII, Purchaser’s Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the PE on their own merits, pursuant to ITT32 [Evaluation and Comparison of Tenders].
	21.7	The evaluation of alternative Tenders shall use the same methodology, criteria and weights as the evaluation of main Tenders, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Schedule of Requirements.
22. Format and Signing of Tender	22.1	The Tenderer shall prepare documents comprising the Tender as described in ITT 12 [Documents Constituting the Tender]
	22.2	The tender shall be signed by a person duly authorized to sign on behalf of the Tenderer except where the signatory of the tender is a Sole Proprietor. In case of a person signing on behalf of the Tenderer, the authorization document(s) shall be duly notarized Power of Attorney in the format provided in Section V [Tendering Forms] which must be submitted together with the tender indicating the position of the signatory. A signatory who is a Sole Proprietor shall submit an Extract from the Registrar or any other document from a competent authority indicating the name of the business owner. Other acceptable authorization document(s) is/are as listed in the TDS .
	22.3	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the Tenderer is awarded the contract

D. SUBMISSION OF TENDERS

23. Submission of Tenders	23.1	All tenders shall be submitted through NeST. Tenders submitted through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
	23.2	The tender shall bear e-signature or digital signatures, where applicable for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	23.3	Tenders submitted through NeST shall be received in full prior to the closing time and the Tenderers shall receive an acknowledgement of receipt of their tenders or amendments through the system.
	23.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the tender being unreadable for any reason, the tender submitted shall not be considered.
24. Deadline for Submission of Tenders	24.1	Tenders shall be received by the PE through NeST in a manner specified under ITT 23 [Submission of Tender] not later than the date and time specified in the TDS and NeST.
	24.2	The PE may, in exceptional circumstances and at its discretion extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT10 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
25. Late Tenders	25.1	NeST does not allow a Tenderer to submit a tender after the deadline for submission of tenders in accordance with ITT 24 [Deadline for Submission of Tenders].
26. Modification, Substitution and Withdrawal of Tenders	26.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE through NeST, provided that such modification or substitution or withdrawal is made prior to the deadline for submission of Tenders prescribed in ITT24.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
	26.2	The Tenderers modification, substitution or withdrawal notice shall be prepared, and submitted through NeST in accordance with the provisions of ITT22 [Format and Signing of Tender]
	26.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
	26.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this clause or included in the original Tender submission.
	26.5	No Tender may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of the Tendering Securing Declaration, pursuant to the ITT20.9 [Tender Security or Tender Securing Declaration]

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E. OPENING AND EVALUATION TENDERS

27. Opening of Tenders	27.1	The tender opening records shall be made available in the appropriate section of the NeST.
	27.2	A Tenderer or any other person with an interest in the tender process can access tender opening records on the appropriate section of NeST.
	27.3	No tender shall be rejected at tender opening.
28. Confidentiality	28.1	Information relating to the examination, clarification, evaluation, and comparison of tenders, and the recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of intention to award the contract to the successful Tenderer has been issued.
	28.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
29. Clarification of Tenders	29.1	To assist in the examination, evaluation and comparison of tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	29.2	The request for clarification shall be communicated through NeST and the Tenderers shall respond through NeST. No change in the prices or substances of the tender shall be sought, offered or permitted except provided otherwise
	29.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so through NeST.
30. Preliminary Evaluation of Tenders	30.1	<p>Prior to the detailed evaluation of Tenders, the PE will determine whether each Tender;-</p> <p>(a) meets the eligibility criteria defined in ITT3 [Eligible Tenderer] & ITT4 [Eligible Plant, Equipment and Services];</p> <p>(b) has been properly signed;</p> <p>(c) is accompanied by the required securities; and</p> <p>(d) is substantially responsive to the requirements of the Tendering documents.</p> <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
	30.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation, omission or reservation. A material deviation or reservation is one that:-</p> <p>a) If accepted would affects in any substantial way the scope, quality, or performance of the Service(s);</p> <p>b) limits in any substantial way, inconsistent with the Tendering documents, the PE's rights or the Tenderers obligations under the Contract; or</p>

		<p>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.</p> <p>For the purpose of this section, the following definitions apply</p> <p>“Deviation” is a departure from the requirements specified in the Tendering Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document.</p>
	30.3	<p>The PE will confirm that the documents and information specified under ITT12 [Documents Constituting the Tender], ITT13 [Documents Establishing Eligibility of Supplies and Related Installations and Conformity to Tendering Documents] and ITT14 [Documents Establishing Eligibility and Qualifications of the Tenderer] have been provided in the Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the tender shall be rejected.</p>
	30.4	<p>The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.</p>
	30.5	<p>Provided that a Tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the Tenderer to comply with the request may result in the rejection of its tender, The adjustment shall be made using the method specified in Section IV [Qualification and Evaluation Criteria].</p>
	30.6	<p>Provided that a Tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section IV, Qualification and Evaluation Criteria.</p>
	30.7	<p>If a Tender is not substantially responsive, it will be rejected by the PE, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p>
	30.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the tender form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the

		<p>tendering documents;</p> <p>g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award;</p> <p>h) inability to accept the price adjustment formulae of the tendering documents;</p> <p>i) stipulating price adjustment when fixed price tenders were invited;</p> <p>j) subcontracting in a substantially different amount or manner than that permitted;</p> <p>k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender.</p>
	30.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents in particular, to confirm that all requirements of Section VIII, Purchaser Requirements have been met without any material deviation, reservation, or omission. Non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <p>a) failure to tender for the required scope of plant and installation services as instructed in the tendering documents and where failure to do so has been indicated as unacceptable;</p> <p>b) failure to quote for a major item in the package;</p> <p>c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended;</p> <p>d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.</p>
31. Conversion to Single Currency	31.1	<p>To facilitate evaluation and comparison of tenders, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the BOT at the date of opening tender.</p>
	31.2	<p>The currency selected for converting Tender prices to a common base for the purpose of evaluation and comparison along with the source and date of the exchange rate, are specified in the TDS.</p>
32. Detailed Evaluation and Comparison of Tenders	32.1	<p>The PE shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.</p>
	32.2	<p>The PE will carry out a detailed technical evaluation of the tenders not previously rejected to determine whether the technical aspects are in compliance with the Tendering Document. The tender that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, the PE will examine and compare the technical aspects of the tenders on the basis of the information supplied by the Tenderers, taking into account the following:</p> <p>(a) overall completeness and compliance with the Purchaser Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the</p>

		<p>specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section IV- Qualification and Evaluation Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the tender;</p> <p>(b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and</p> <p>(c) other relevant factors, if any, listed in Section IV- Qualification and Evaluation Criteria;</p>
	32.3	Where alternative technical tenders have been allowed in accordance with ITT21 [Alternative Tender by Tenderers], and offered by the Tenderer, the PE will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
		Economic Evaluation
	32.4	<p>To evaluate a Tender, the PE shall consider the following:</p> <p>(a) the Tender price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;</p> <p>(b) price adjustment due to discounts offered in accordance with ITT 17.9 or ITT17.10 [Tender Prices and Discounts];</p> <p>(c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.6 [Preliminary Examination of Tenders];</p> <p>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32 [Conversion to Single Currency]; and</p> <p>(e) the evaluation factors indicated in Section IV, Qualification and Evaluation Criteria.</p>
	32.5	If price adjustment is allowed in accordance with ITT 17.7 [Tender Prices and Discounts], the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.
	32.6	If this Tendering Document allows Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria
	32.7	If the tender, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Purchaser, the Purchaser may require the Tenderer to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Purchaser may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract
	32.8	The PE shall compare all substantially responsive tenders in accordance with ITT 39.4 [Determination of Lowest Evaluated Tender] to determine the lowest

		evaluated tender.
33. National Preference	33.1	Any procurement of goods utilizing this Standard Tendering Document shall provide Local tenderers with a margin of preference as indicated in TDS during tender evaluation.
	33.2	<p>To benefit the national preference schemes, a local tenderer shall meet the following criteria: -</p> <p>a) for individual company or firm: -</p> <p>i) Should be incorporated or registered in the United Republic</p> <p>ii) The majority of the paid-up share capital of the company is owned either by the Government or by citizens of in the United Republic.</p> <p>iii) That no arrangement of any major part of the net profits or other tangible benefits of the domestic company will accrue or be paid to persons who are not citizens of Tanzania or to companies which would not be eligible for preference.</p> <p>b) for Joint Ventures of local companies-</p> <p>i) individual member companies are incorporated or registered in the United Republic.</p> <p>ii) majority of the paid-up share capital of the individual companies are held by citizens of Tanzania;</p> <p>iii) the Joint Venture itself is registered in the United Republic</p> <p>iv) do not have arrangement whereby any major part of the net profits will accrue or be paid to persons who are not citizens of Tanzania or to companies which would not be eligible for preference.</p> <p>c) for partners or individual persons trading as suppliers, the majority of shares shall be held by citizens of Tanzania.</p> <p>For the purpose of ITT 33.2 Individual company, Individual company forming the JV, Joint Ventures of local company, partners and individual should satisfy the requirements specified under Section IV [Qualification and Evaluation Criteria].</p>
	33.3	Where a JV is formed between a local firm and a foreign firm for purposes of qualifying for national preference, at least 51% of the paid-up share capital of the local firm shall be owned by the Government or citizens of the United Republic.
	33.4	Where a JV is formed between a local firm and a foreign firm for purposes of qualifying for national preference, the local firm to the JV shall allocate not less than 50% of key personnel required for the implementation of the project and the JV Agreement shall indicate the titles of key personnel that will be contributed by each party to the JV..
	33.5	The contribution of the financial resources of the local firm to the JV shall not be less than 50% of the financial resources required to implement the contract.
	33.6	For a tenderer to benefit from the preference for local goods, shall indicate in its tender the intent to use goods domestically produced, mined or manufactured in the United Republic during implementation of the contract. The tenderer shall submit Manufacturer Authorization or Certificate of Origin to confirm the origin of goods before the PE grants the preference
	33.7	Subject to ITT 33.6, a PE shall grant a preference of 15%, its application and detail of evaluation shall be specified in Section IV [Qualification and Evaluation Criteria].
34. Exclusive Preference	34.1	In the event a foreign tenderer is invited to participate in tenders under exclusive preference as indicated in TDS, it shall enter into a JV or sub-contract to a local firm and the local firm shall meet the eligibility criteria specified under ITT 33.2 (a).
	34.2	In case of JV for tenders set aside for exclusive preference, local firm contribution

		to the JV shall not be less than 75%. The JV shall submit a Letter of Intent to form Joint Venture (JV) accompanied with a draft JV Agreement or a Joint Venture Agreement showing the percentage of the contribution.
	34.3	In case of sub-contracting for tenders set aside for exclusive preference, the foreign firm shall subcontract between 5% and 30% of the total contract value to a local firm. The foreign tenderer shall submit Letter of Intent to Sub-contract indicating percentage, type of works to be sub-contracted and the applicable method of sub-contracting between domestic or nominated. The works to be sub-contracted shall exclude Provisional Sums and Prime Cost.
	34.4	Details of evaluation for JV and Sub-contracting shall be specified in Section IV [Qualification and Evaluation Criteria].
35.Preference under Sub-contracting arrangement by a foreign tenderer	35.1	For a foreign tenderer to benefit the preference under sub-contracting arrangement as indicated in TDS, it shall sub-contract part of supply and installation works to a local firm and shall be granted a margin of preference of up to six percent (6%).
	35.2	The foreign tenderer shall submit Letter of Intent to Sub-contract indicating percentage, type of supply and installation works and method of sub-contracting to be applied whether domestic or nominated sub-contracting.
	35.3	The application of margin of preference and details of evaluation is as specified in Section IV [Qualification and Evaluation Criteria].
36.Preference to Partnerships	36.1	Tenderers may, for purposes of enjoying margin of preference as indicated in TDS during evaluation for supply and installation, form a partnership between a local firm and local firm or a local firm and a foreign firm.
	36.2	A foreign firm shall receive preference if it forms a partnership with a local firm in which the local firm owns at least 51% of paid-up share capital (contribution) in the partnership and contributes at least 50% of key personnel in the implementation of the contract.
	36.3	The financial resources contribution of the local firm to the Partnership shall not be less than 50% of the financial resources required to implement the contract.
	36.4	PE shall grant a preference of 10% to a foreign firm that forms a partnership with local firm.
	36.5	The application of preference and details of evaluation is as specified in Section IV [Qualification and Evaluation Criteria].
37. Graduate Internship programs	37.1	For the purpose of building capacity of graduate trainees during the implementation of works contracts, the Tenderer shall indicate in its tender the number of graduate trainees as indicated in TDS.
	37.2	The PE shall indicate in the TDS the source of graduate trainees from the Government graduate internship program to be attached in project implementation.
38. Preference to local firms sub-contracting supply and installation to other local firms	38.1	Local Supplier whose investment capital falls under the medium or large enterprises category, as classified in the Small and Medium Enterprises National Development Policy of 2003 (as amended), may enjoy preference in supply and installation tenders set aside for exclusive preference, provided they subcontract to a local Supplier whose Investment capital falls under either micro/start-up or small enterprises category as classified in the Policy.
	38.2	Subject to ITT 38.1, a PE shall grant a margin of preference of up to 10%. Its application and detail of evaluation shall be specified in Section IV [Qualification and Evaluation Criteria].
	38.3	Local Supplier whose investment capital falls under the medium or large enterprises category shall submit Letter of Intent to Sub-contract indicating percentage, type of supply and installation to be sub-contracted and method of sub-

		contracting. The supply and installation to be sub-contracted shall exclude Provisional Sums if applicable.
39.Determination of Lowest Evaluated Tender	39.1	The Tender with lowest evaluated price from amongst those which are eligible, complaint and substantially responsive shall be the lowest evaluated Tender.
	39.2	In the case of National, International and Restricted Competitive Tendering on specified fixed budget project, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
	39.3	Where the tender price of the lowest evaluated Tenderer is considered to be abnormally low, the PE shall perform price analysis. Abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.
	39.4	The Purchaser may determine that a tender price is abnormally low by using several approaches, if possible: <ul style="list-style-type: none"> (i) Comparing the tender price with the pre-tender estimates. (ii) Comparing the tender price with the average tenders price offered by other tenderers submitting substantially responsive tenders. (iii) Comparing the tender price with prices paid in similar contracts in the recent past, either government or development partner-funded projects; (iv) Comparing the tender price with the available price cap set by Authority for specific assignment. The rate of determination for abnormally low tender will be as specified in the TDS
	39.5	The following process shall apply: <ul style="list-style-type: none"> (a) The Purchaser may reject a tender if the Purchaser has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raises concerns as to the ability of the Tenderer that presented that tender to perform the contract. (b) Before rejecting an abnormally low tender, the Purchaser shall request the Tenderer for an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormally low. (c) The decision of the Purchaser to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned. The Purchaser shall not incur liability solely by rejecting abnormally low tender.
40.Post-qualification of Tenderer	40.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the TDS.
	40.2	The PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section IV, Qualification and Evaluation Criteria.
	40.3	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT14[Documents Establishing Eligibility and Qualifications of the Tenderer]
	40.4	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the tender, in which event the PE shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

	40.5	A PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.
	40.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
	40.7	The capabilities of the vendors and subcontractors proposed in Attachment 5 to the Tender to be used by the lowest evaluated Tenderer will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable vendor or subcontractor without any change to the tender price.

F. AWARD OF CONTRACT

<p>40. Criteria of Award</p>	<p>40.1</p>	<p>Subject to ITT 32 [Evaluation and Comparison of Tenders] and ITT 39 [Determination of Lowest Evaluated Tender], The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITT 3 Eligible Tenderers, b) qualified to perform the Contract satisfactorily, and c) successful negotiations have been concluded, if any.
	<p>40.2</p>	<p>If, pursuant to ITT 14.4 [Documents Establishing Eligibility and Qualifications of the Tenderer], this Contract is being let on lots basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.</p>
<p>42. Negotiations</p>	<p>42.1</p>	<p>Negotiations may be undertaken with the lowest evaluated Tenderer relating to the following areas:</p> <ul style="list-style-type: none"> a) a minor alteration to the technical details of the statement of requirements or specifications; b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents; c) a minor amendment to the SCC; d) finalizing payment arrangements; e) delivering arrangements; f) the methodology or staffing g) clarifying details that were not apparent or could not be finalized at the time of Tendering. h) reduction of Tender Price to match the PEs Estimate, and commensurate with the market prices and provided such reduction shall not make the tender abnormally low in accordance ITT 40.2 <p>[Post-qualification of Tenderers] Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on the Fixed Budget method.</p>
	<p>42.2</p>	<p>Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.</p>
	<p>42.3</p>	<p>The results of any approved negotiations shall be specified in a letter of acceptance, incorporated into the appropriate contract document and the Minutes of Negotiations attached to the contract.</p>
<p>43. Procuring Entities' Right to Accept Any Tender and to Reject Any or All Tenders</p>	<p>43.1</p>	<p>Notwithstanding ITT 41 [Criteria of Award] The PE reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to the signing of the Contract, without thereby incurring any liability to the affected Tenderer(s).</p>
	<p>43.2</p>	<p>Within seven (7) days from the date of rejection decision, a notice of the rejection of all Tenders shall be given to all Tenderers that have submitted tenders through NeST</p>
	<p>43.3</p>	<p>The PE shall upon request from any Tenderer communicate the grounds for rejection of its tender(s) but is not obliged to justify those grounds.</p>

<p>44. Procuring Entities' Right to Vary Quantities at the Time of Award</p>	<p>44.1</p>	<p>The PE reserves the right at the time of Contract award to increase or decrease by the percentage indicated in the TDS, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
<p>45. Intention to Award and Notification of Award</p>	<p>45.1</p>	<p>Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract in the format provided in Section X [Contract Forms- Letter of Intention to Award the Contract], The notice shall be issued through NeST to all Tenderers who participated in the Tender in question giving them five (5) working days within which to submit complaints to the PE thereof, if any. The condition shall not apply where only one Tender has been received by PE in competitive method or where single source, national shopping, Minor value procurement method has been used.</p>
	<p>45.2</p>	<p>Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified through NeST in the format provided in Section X [Contract Forms- Letter of Acceptance] of the award by the PE prior to expiration of the Tender validity period. The Letter of Acceptance will state the sum that the PE will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called "Contract Price).</p>
	<p>45.3</p>	<p>The notification of award will be part of the documents forming the Contract, subject to the Tenderer furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITT46 [Performance Security] and signing the Contract in accordance with ITT 47.2 [Signing of Contract]</p>
<p>46. Performance Security or Performance Securing Declaration</p>	<p>46.1</p>	<p>Within fourteen (14) working days after receipt of the Letter of Acceptance from the PE and before signing of the contract, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security in the amount and in the form stipulated in the TDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.</p>
	<p>46.2</p>	<p>Where applicable as indicated in the TDS, Within fourteen (14) working days after receipt of the Letter of Acceptance from the PE and before signing of the contract, the successful Tenderer shall deliver to the PE the Environmental and Social (ES) Performance Securing Declaration or Environmental and Social (ES) Performance Security in the amount and in the form stipulated in the TDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract</p>
	<p>46.3</p>	<p>In case of Performance Security and the Environmental and Social (ES) Performance Security is to be provided by the successful Tenderer, it shall be as specified in the TDS and SCC, pursuant to ITT 46.1 [Performance Security] and shall be in any of the following: -</p> <ul style="list-style-type: none"> (a) unconditional bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, the bank guarantee shall be confirmed by a local bank” or (b) Surety bond, callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security submitted shall be enforceable in the United Republic.</p>
	<p>46.4</p>	<p>Failure of the successful Tenderer to comply with the requirements of ITT</p>

		46.1[Performance Security] shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender security or execution of the Tender securing declaration and any other remedy the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer or call for new Tenders
47. Signing the Contract	47.1	Promptly after notification of award, the PE shall send the successful Tenderer the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	Performance Securing Declaration,, the successful Tenderer and the PE shall sign the contract.
	47.3	Upon parties signing the Contract, the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 20.7 [Tender Security or Tender Securing Declaration].
48. Advance Payment	48.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS .
	48.2	The Advance Payment request shall be application form in the format in the form provided in Section XI, Contract Forms.
	48.3	For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence supply and installation. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Conditions of Contract.
49. Dispute Avoidance and Resolution Board	49.1	<p>The PE proposes the person named in the TDS to be appointed as Sole Member of Dispute Avoidance and Resolution Board (DARB) under the Contract. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Sole Member of DARB, the Adjudicator shall be appointed by the Appointing Authority named in the TDS and designated in the Special Conditions of Contract at the request of either party</p> <p>OR</p> <p>The PE proposes three names shown in the TDS and SCC , and whose CVs are appended, to be members of Dispute Avoidance and Resolution Board. The Tenderer, shall in his Form of Tender, propose three names as well. If the names are not agreed, the Appointing Authority named in the TDS shall be consulted to appoint members of Dispute Avoidance and Resolution Board[1].</p>
50. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction	50.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers or Suppliers or Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>a) In pursuit of this policy the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, fraudulent obstructive or fraudulent practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds</p>

<p>Practices</p>		<p>during the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of Tanzania to remedy the situation. For the purpose of this provision, the terms set forth below as follows: -</p> <p>i “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>ii “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii “fraudulent practice” means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv "collusive practice" means an arrangement between two or more parties with or without knowledge of the other party or parties designed to achieve an improper purpose, including to influence improperly the action of another party; and</p> <p>v “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act.</p> <p>b) The PE will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract;</p> <p>A firm will be debarred by the Public Procurement Regulatory Authority (PPRA) for a period of ten (10) years, from participating in public procurement 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 contract.</p>
	50.2	<p>The Authority reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period as such firm (s) is debarred by the foreign country, international organization or other foreign organization to be awarded a public contract in the United Republic.</p>
	50.3	<p>The Government of Tanzania will have the right to require that, in contract financed by the Government of Tanzania a provision be included requiring Tenderers to permit the Government of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of Tanzania</p>
	50.4	<p>Any communication between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in in writing or in electronic forms that provide a record of the content of the communication.</p>

[1] For Large Contracts it may be desirable to use Dispute Avoidance and Resolution Board instead of an Adjudicator.

G. REVIEW OF PROCUREMENT DECISIONS

51. Right to Review	51.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE by the Act or these Regulations in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder this Section.
52. Time Limit on Review	52.1	The Tenderer shall submit an application for review within five (5) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
53. Submission of Application for Review	53.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA).
	53.2	For PEs with delegated procurement function, applications for administrative review for tenders floated by the delegated Accounting Officers (AO) shall be submitted through NeST to the delegated Accounting Officer with a copy served to the Public Procurement Regulatory Authority (PPRA). The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	53.3	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> (a) details of the procurement or disposal 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.
	53.4	Upon receipt of a complaint, the Accounting Officer of a PE shall suspend the procurement proceedings and notify all tenderers who participated in the tender within one (1) day after receipt of a complaint or dispute.
	53.5	The Accounting Officer (AO) shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
	53.6	On receiving a complaint, the Accounting Officer may, depending on the nature of the complaint, constitute an independent review panel from within or outside his entity which shall review the complaint and advise him on the appropriate actions to be taken
	53.7	Where the accounting officer constitutes an independent review panel, he shall notify all tenderers within one (1) day after receipt of a complaint or dispute
54. Decision by the Accounting Officer	54.1	<p>The Accounting Officer shall, within five (5) working days after the receipt of the complaint/dispute and where an independent review panel is not constituted, or within seven (7) working days after the receipt of the complaint/dispute if an independent review panel is constituted, deliver a written decision which shall:</p> <ul style="list-style-type: none"> a) the reasons for the decision; and b) if the complaint or dispute is upheld in whole or in part indicate the corrective measures to be taken. <p>any corrective measures to be taken</p>

55. Review by the Public Procurement Appeals Authority	54.2	Where the Accounting Officer does not issue a decision within the time specified in ITT54.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT55.1 [Review by the Public Procurement Appeals Authority(PPAA)] within five (5) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer of a PE to entertain the complaint or dispute shall cease
	55.1	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> a) are not settled within the specified period under ITT 54.1 [above]; b) are not amicably settled by the accounting officer; or c) arise after the procurement contract has entered into force, <p>shall be referred to the Public Procurement Appeals Authority (PPAA) at the address specified in the TDS within five (5) working days from the date when the tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT54.1 [above] or when the tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 54.1.</p>
	55.2	The Appeals Authority shall, within forty (40) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.
	55.3	The decision of the Appeals Authority shall be binding on to the parties to the on complaint, dispute or appeal and shall be enforceable in the same manner as a decree or order of the court.
	55.4	Complaints/Appeals to PPAA shall be submitted through NeST at: https://nest.go.tz/module/complaint-management/dashboard . The Physical Address for PPAA is as provided under the TDS

SECTION III: TENDER DATA SHEET

A. INTRODUCTION

TDS No.	Required information/Data	ITT Clause	Information/Data to be filled by PE
1.	Name of the PE and Identification of tender	ITT 1.1& 2.1	The Name of Procuring Entity: TANZANIA BUREAU OF STANDARDS
2.	Subject of Procurement	1.1 & 2.1	Supply, installation, testing, training and commissioning of Testing Equipment Tender No.: TR34/2025/2026/G/41
3.	Contract duration	1.1	120 days
4.	Commencement Date	1.1	The Contract will commence:14 days
5.	Method of Procurement	1.2	International Competitive Tendering
6.	Financial Year	2.1	2025/2026
7.	Source of fund, Financing Institution and Loan or Credit Number	2.1 & 2.2	Government
8.	Eligibility of Tenderers	3.1	GOVERNMENT_ENTERPRISE, Company Local, Company Foreign, Special Group, Manufacturer Local, Sole Proprietor Local, Partnership Local, Manufacturer Foreign, Partnership Foreign and Sole Proprietor Foreign
9.	Members of the JVCA	3.3	Not Applicable
10.	Non-Eligible Countries	4.1	Materials, Equipment, and supplies used by the tenderer are not permitted if they originated in All countries are eligible except countries subject to the following provisions. A country shall not be eligible if: (a) as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country..
11.	Manufacturer Authorization	4.5	Required
12.	Site Visit	7.34	Not Applicable Not Applicable
13.	Pre-tender Meeting	7.34	A Pre-tender meeting will not be held.

B. PREPARATION OF TENDERS

14.	Language of the Tender	11.1	ENGLISH
15.	Additional Information/ Documents to be Submitted with the Tender	12.1(i)	Not Applicable
16.	Other Procurement Specific Documentation Required	13.3(c)	NOT_REQUIRED
17.	Period of provision of Spare Parts	13.4	Spare Parts required for 3 of years of operation.
18.	Information to be submitted by JVCA	14.6 (e)	Extra information to be submitted by the JVCA other than the information required: Not Applicable
19.	Number, Nature, Size of each Lot or package	15.1	This Tender is divided into 12 lots or packages. The minimum number of lot or package for which a tenderer may tender is: 1. The maximum number of lot or package for which a tenderer may tender is: 12. The nature, location and size of each is as per schedule of requirement.
20.	The lots coordinator	15.5	Not Applicable
21.	Destination for Goods from Abroad	17.5(a)	The Final Place of Destination is TBS offices located at Junction of Morogoro Road and Sam Nujoma Roads, Ubungo-Dar es Salaam
22.	Final Destination of Goods /Service	17.5(d)	The Final Place of Destination is TBS offices located at Junction of Morogoro Road and Sam Nujoma Roads, Ubungo-Dar es Salaam
23.	Fixed Price	17.7	Not Applicable
24.	Adjustable Price	17.9	FIXED
25.	Tender Currencies for Goods to be Supplied within Tanzania	ITT 18.1(b) & 18.3	The Tanzanian Shilling
26.	Tender Currencies for Transportation, Insurance and other Services Incidental to Delivery of Goods	ITT 18.1(c) & 18.3	The Tanzanian Shilling
27.	Tender Validity Period	19.1	120 days
28.	Form of Tender Security	20.1	Tender Securing Declaration
29.	Other Forms of Security	20.3(c)	Other Forms of Tender Security shall be in the form of: Not Applicable
30.	Alternative Tenders	21.1	Not Applicable
31.	Alternative Completion Time	21.5	Not Applicable
32.	Alternative Technical solutions	21.6	Not Applicable
33.	Other acceptable	22.2	Authorization document(s) shall be shall Written

Tender Authorization documents

Power of Attorney in the format provided bearing name of the Bidder Specific to this Tender which indicates names and position of appointing authority (Donor/Grantor) and name and position (Donee) held by Person authorized to sign the Tender. The signatures of the authorized personnel (Donee) to sign the Tender and Appointing authority (Donor/Grantor) must appear in the Power of Attorney.

C. SUBMISSION OF TENDERS

34.	Submission of Tenders	ITT 24.1	Tender Submission Date: 30/04/2026. Tender Submission Time: 2:00 PM Hrs Local Time
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D. OPENING AND EVALUATION OF TENDERS

35.	Currency for Converting Tender Prices	31.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the tender invitation date. Currency for Tender Conversion: The Tanzanian Shilling.
38.	Preference	33.1,34.1,35.1 & 36.1	Preference Scheme type applicable to this tender is National Exclusive Preference.
39.	Graduate Trainees Program	37.2	The source of graduate trainees shall be: Not Applicable
40.	Rate of abnormally low tenders	39.4	The rate of determination for abnormally low tenders 16 percent.
41.	Post-Qualification	40.1	Post Qualification will not be undertaken.

E. CONTRACT AWARD

42.	Percentage for Increase and Decrease of Quantities	44.1	15 percent.
43.	Performance Security	46.1 & 46.3	Performance Securing Declaration
44.	Environmental and Social Performance Security	46.2	Environmental and Social Performance Securing Declaration.
45.	Advance Payment	48.1	Not Applicable
46.	Appointment of Members of Dispute Avoidance and Resolution Board	49.1	The Proposed Sole member of DARB for the Project is Tanzania Institute of Arbitrators (TI Arb), EX-NEDCO Building, 4th Floor, Room 406, Ally Hassan Mwinyi Road, P. O. Box 76890, Dar es Salaam, Tanzania, Website: https://www.tiarb.or.tz/ .

If the name(s) are not agreed, The Proposed Appointing Authority for Appointment of DARB is Tanzania Institute of Arbitrators (TI Arb), EX-NEDCO Building, 4th Floor, Room 406, Ally Hassan Mwinyi Road, P. O. Box 76890, Dar es Salaam, Tanzania.

F. REVIEW OF PROCUREMENT DECISION

47.	Address to Submit Appeal to PPAA	55.1 & 55.4	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz
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QUALIFICATION AND EVALUATIONCRITERIA

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 3, ITT 14, ITT 15, ITT 30, ITT 32, ITT 33, ITT 34, ITT 35, ITT 36, ITT 38, and ITT 40 no other methods, criteria and factors shall be used. Tenderers shall provide all the information requested in the forms included in Section V (Tendering Forms).

1. Margin of Preference

A) National Preference

- i. A margin of preference of up to 10% shall be granted to local Suppliers or JV of local and Foreign suppliers.
- ii. All tenders received shall be classified as follows:
 - (a) Group A: shall consist of tenders offered by local suppliers eligible for the preference;
 - (b) Group B: shall consist of tenders offered by associations between local and foreign suppliers eligible for the preference;
 - (c) **Group C:** shall consist of tenders offered by foreign suppliers.
- iii. PE shall review submitted details of ownership and such other information as shall be required to determine whether a suppliers or a group of suppliers are qualified for a margin of preference.
- iv. The PE shall first evaluate and compare all responsive tenders with a view to determine the lowest evaluated tender within each group.
- v. The lowest evaluated tenders in each group shall then be compared with each other, and if as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award.
- vi. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B.
 - (a) an amount equal to the specified margin of preference for Group A shall be added to the tender price received from the Tenderer in Group C; and
 - (b) an amount equal to the difference between the margin of preference for Group A and Group B shall be added to the tender price received from the Tenderer in Group B.
- vii. If the Tender from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected.

Granting of Margin of Preference in favour of local suppliers or association between local and foreign suppliers under national and international competitive tendering when PE applying a preference scheme shall be as follows.

(a)	Margin of Preference under National and International competitive tendering for local suppliers	Margin of preference shall be 10%
(b)	Margin of Preference under National and International competitive tendering or selection for association of local and foreign contractors or service providers or suppliers	
Input of foreign suppliers in the association either in the form of joint venture or subcontracting arrangements.	26 - 49%	Margin of preference shall be 8%
	0 - 25%	Margin of preference shall be 10%

B) Goods mined, produced or manufactured in Tanzania

- i. PE shall grant a margin of preference to tenders offering goods mined, produced or manufactured within the United Republic of Tanzania for the purpose of tender comparison in accordance with the procedures outlined in subsequent paragraphs
- ii. All substantially responsive tenders will be classified in one of the three groups, as follows:
 - (a) Group A: Tenders offering goods mined, manufactured or produced within the United Republic of Tanzania, for which:
 - (i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) per cent of the EXW price of the goods offered; and
 - (ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.
 - (b) Group B: Other tenders offering goods manufactured within Tanzania, where the labor, raw materials, and components sourced within the United Republic account for less than thirty percent (30%) of the EXW price of the goods offered.
 - (c) Group C: Tenders offering goods from overseas which are to be directly imported
- iii. EXW prices quoted for tenders in Group A and Group B will include all duties and taxes paid or payable for raw materials or components purchased domestically or imported from overseas.
- iv. The price quoted for tenders in group C will include the cost of goods, insurance, and freight (CIF) up to the entry port, border, or any other location, excluding customs duties and other import taxes.
- v. All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group.
- vi. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups.

If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

vii. Subject to paragraph (vi) above, if the lowest evaluated tender comes from Group B, all Group B tenders will then be compared to the lowest evaluated tender from Group A,

- (a) an amount equal to the difference between the margin of preference for Group A (15%) and Group B (shall be added to the portion of the tender price of the imported goods received from the Tenderer in Group B). If, after this adjustment, the Group A tender is the lowest, it will be awarded. If not, the lowest evaluated tender shall be added to the portion of the tender price of the imported goods received from the Tenderer in Group B)

ix. If the Group A or Group B Tender price in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison above, will be selected for award

C) Margin of Preference to local Suppliers whose investment capital falls under the medium or larger enterprises category as per Small and Medium Enterprises National Development Policy, 2003 (as amended) sub-contracting to local Suppliers whose investment capital falls under the micro or small enterprises category as classified by the Policy in tenders under Exclusive Preference.

Subject to ITT 38.1, a margin of preference shall be granted to the local medium or larger firm sub-contracting to micro or small enterprises as follows: -

- a) where a local supplier whose investment capital falls under the medium or large enterprises category subcontracts between 20% to 30% of the supply and installation works to a supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 10%.
- b) where a local supplier under the medium or large enterprises category subcontracts between 10% to 19% of the supply and installation works to a local supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 8%.
- c) where a local supplier under the medium or large enterprises category subcontracts between 1% to 9% of the supply and installation works to a local supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 5%.

(HINT: These provisions aim to promote local industries and support small enterprises through structured preferences in the tendering process)

D) Margin of preference to a foreign firm sub-contracting supply and installation works/services to a local firm

Subject to ITT 35, a margin of preference shall be granted to a foreign firm that sub-contracts supply and installation works/services to a local firm as follows: -

- a) A preference of 6% shall be granted when the proposed sub-contracting value is between 23% and 30% of the tender price.
- b) A preference of 4% shall be granted when the proposed sub-contracting value is between 16% and 22% of the tender price.
- c) A preference of 2% shall be granted when the sub-contracting value is between 10% and 15% of the tender price.
- d) A preference of 1% shall be granted when the sub-contracting value is between 5% and 9% of the tender price.

E) Margin of preference to a foreign firm that forms a Partnership with local firm

Subject to ITT 36, a preference of 10% shall be granted to a foreign firm that forms a Partnership with a local firm.

2. Evaluation

2.1 Technical Evaluation

In addition to the criteria listed in ITT 32.2 (a) – (c) the following factors shall apply:

2.2 Economic Evaluation

The following factors and methods will apply:

(a) Time Schedule:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: _____. No credit will be given for earlier completion.

or

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between _____ minimum and _____ maximum. The adjustment rate in the event of completion beyond the minimum period shall be _____ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Tenders offering a completion date beyond the maximum designated period shall be rejected.

(b) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Tenderer in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the tender price for evaluation.

Option 1: The operating and maintenance costs factors for calculation of the lifecycle cost are:

- (i) number of years for life cycle
- (ii) operating costs
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation, and
- (iv) rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

or Option 2:

Refer to the methodology specified in the Specification or elsewhere in the Tendering Document. The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.

(c) Functional Guarantees of the Plant and Installation Services

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

No.	Functional Guarantee	Minimum (or Maximum, as appropriate) Requirement
1.		
2.		
...		

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of _____ will be added to the tender price. If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

(d) Work, services, facilities, etc., to be provided by the Employer

Where tenders include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the tendering document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the tender price for evaluation.

(e) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Tender Price." Tender prices quoted by tenderers shall remain unaltered.

2.3 Technical alternatives, if invited in accordance with ITT 21.5, will be evaluated as follows:

3. Qualification

3.1 Update of Information

The Tenderer and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.

3.2 Financial Resources

Using the relevant Form No FIN 3.3 in Section V, Tendering Forms, the Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (i) the following cash-flow requirement:
and
- (ii) the overall cash flow requirements for this contract and its current work commitment.

3.3 Contractor's Representative and other Key Personnel

The Tenderer must demonstrate that it will have a suitably qualified Contractor's Representative and other suitably qualified (and adequate numbers) key personnel, as described in the Specification.

The Tenderer shall provide details of the Contractor's Representative and other key personnel and such other key personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section V, Tendering Forms.

No.	Key Personnel [1] Position	Education Level	Experience of Key Personnel	Number of P ersonnel Required	Nationality [2]	Name of Company/ Firm of Personnel
1						

2						
....						

3.4 Equipment

The Tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment ^[3] Type and Characteristics	Minimum Number required
1		
2		
...		

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section V.

3.5 Subcontractors/manufacturers

Subcontractors/manufacturers for major items of supply or services identified in the pre-qualification document must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
...		

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section V, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the United Republic of Tanzania. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT3 and ITT4 and meets the minimum criteria listed above for that item.

^[1]In case of Joint Venture and Partnership, for tenders set aside for capacity building, the evaluation of personnel requirements must be met by all parties combined.

^[2]Tenderer should submit citizen identity card or number issued by National Identification Authority (NIDA) to confirm nationality of Key Personnel.

^[3]The Service providers shall provide further details of proposed items of equipment using the relevant Form in Section V, Tendering Forms.

This section contains all the criteria that the PE shall use to evaluate tenders and qualify Tenderers. In accordance with ITT 3, ITT 14, ITT 15, ITT 30, ITT 32, ITT 33, ITT 34, ITT 35, ITT 36, ITT 38, and ITT 40 no other methods, criteria and factors shall be used. Tenderers shall provide all the information requested in the forms included in **Section V (Tendering Forms)**.

1. Margin of Preference

A) National Preference

- i. A margin of preference of up to 10% shall be granted to local Suppliers or JV of local and Foreign suppliers.
- ii. All tenders received shall be classified as follows:
 - (a) **Group A:** shall consist of tenders offered by local suppliers eligible for the preference;
 - (b) **Group B:** shall consist of tenders offered by associations between local and foreign suppliers eligible for the preference;
 - (c) **Group C:** shall consist of tenders offered by foreign suppliers.
- iii. PE shall review submitted details of ownership and such other information as shall be required to determine whether a suppliers or a group of suppliers are qualified for a margin of preference.
- iv. The PE shall first evaluate and compare all responsive tenders with a view to determine the lowest evaluated tender within each group.
- v. The lowest evaluated tenders in each group shall then be compared with each other, and if as a result of this comparison, a tender from Group A or Group B is the lowest, it shall be selected for the award.
- vi. If a tender from Group C is the lowest, as a second evaluation step, all tenders from Group C shall then be further compared with the lowest evaluated tender from Group A and B.
 - (a) an amount equal to the specified margin of preference for Group A shall be added to the tender price received from the Tenderer in Group C; and
 - (b) an amount equal to the difference between the margin of preference for Group A and Group B shall be added to the tender price received from the Tenderer in Group B.
- vii. If the Tender from Group A or B is the lowest, it shall be selected for award. If not, the lowest evaluated tender from Group C based on the first evaluation step shall be selected.

Granting of Margin of Preference in favour of local suppliers or association between local and foreign suppliers under national and international competitive tendering when PE applying a preference scheme shall be as follows.

(a)	Margin of Preference under National and International competitive tendering for local suppliers	Margin of preference shall be 10%
(b)	Margin of Preference under National and International competitive tendering or selection for association of local and foreign contractors or service providers or suppliers	
Input of foreign suppliers in the association either in the form of joint venture or subcontracting arrangements.	26 - 49%	Margin of preference shall be 8%
	0 -25%	Margin of preference shall be 10%

B) Goods mined, produced or manufactured in Tanzania

- i. PE shall grant a margin of preference to tenders offering goods mined, produced or manufactured within the United Republic of Tanzania for the purpose of tender comparison in accordance with the procedures outlined in subsequent paragraphs
- ii. All substantially responsive tenders will be classified in one of the three groups, as follows:
 - (a) Group A: Tenders offering goods mined, manufactured or produced within the United Republic of Tanzania, for which:
 - (i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) per cent of the EXW price of the goods offered; and
 - (ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.
 - (b) Group B: Other tenders offering goods manufactured within Tanzania, where the labor, raw materials, and components sourced within the United Republic account for less than thirty percent (30%) of the EXW price of the goods offered.
 - (c) Group C: Tenders offering goods from overseas which are to be directly imported
- iii. EXW prices quoted for tenders in Group A and Group B will include all duties and taxes paid or payable for raw materials or components purchased domestically or imported from overseas.
- iv. The price quoted for tenders in group C will include the cost of goods, insurance, and freight (CIF) up to the entry port, border, or any other location, excluding customs duties and other import taxes.
- v. All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group.
- vi. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

vii. Subject to paragraph (vi) above, if the lowest evaluated tender comes from Group B, all Group B tenders will then be compared to the lowest evaluated tender from Group A,

- (a) an amount equal to the difference between the margin of preference for Group A (15%) and Group B (shall be added to the portion of the tender price of the imported goods received from the Tenderer in Group B) shall be added to the portion of the tender price of the imported goods received from the Tenderer in Group B)

ix. If the Group A or Group B Tender price in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison above, will be selected for award

C) Margin of Preference to local Suppliers whose investment capital falls under the medium or larger enterprises category as per Small and Medium Enterprises National Development Policy, 2003(as amended) sub-contracting to local Suppliers whose investment capital fall under the micro or small enterprises category as classified by the Policy intenders under Exclusive Preference.

Subject to ITT 38.1, a margin of preference shall be granted to the local medium or larger firm sub-contracting to micro or small enterprises as follows: -

- a) where a local supplier whose investment capital falls under the medium or large enterprises category subcontracts between 20% to 30% of the supply and installation works to a supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 10%.
- b) where a local supplier under the medium or large enterprises category subcontracts between 10% to 19% of the supply and installation works to a local supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 8%.
- c) where a local supplier under the medium or large enterprises category subcontracts between 1% to 9% of the supply and installation works to a local supplier whose investment capital falls under the micro or small enterprises category, the local supplier under the medium or large enterprises category shall be granted a margin of preference of 5%.

(HINT: These provisions aim to promote local industries and support small enterprises through structured preferences in the tendering process)

D) Margin of preference to a foreign firm sub-contracting supply and installation works/services to a local firm

Subject to ITT 35, a margin of preference shall be granted to a foreign firm that sub-contracts supply and installation works/services to a local firm as follows: -

- a) A preference of 6% shall be granted when the proposed sub-contracting value is between 23% and 30% of the tender price.
- b) A preference of 4% shall be granted when the proposed sub-contracting value is between 16% and 22% of the tender price.
- c) A preference of 2% shall be granted when the sub-contracting value is between 10% and 15% of the tender price.
- d) A preference of 1% shall be granted when the sub-contracting value is between 5% and 9% of the tender price.

E) Margin of preference to a foreign firm that forms a Partnership with local firm

Subject to ITT 36, a preference of 10% shall be granted to a foreign firm that forms a Partnership with a local firm.

2. Evaluation

2.1 Technical Evaluation

In addition to the criteria listed in ITT32.2(a) – (c) the following factors shall apply:

2.2 Economic Evaluation

The following factors and methods will apply:

(a) Time Schedule:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: _____. No credit will be given for earlier completion.

or

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between _____ minimum and _____ maximum. The adjustment rate in the event of completion beyond the minimum period shall be _____ for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Tenders offering a completion date beyond the maximum designated period shall be rejected.

(b) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Tenderer in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other Employers similarly placed. Such costs shall be added to the tender price for evaluation.

Option1: The operating and maintenance costs factors for calculation of the lifecycle cost are:

- (i).number of years for life cycle
- (ii).operating costs
- (iii).maintenance costs, including the cost of spare parts for the initial period of operation,
- (iv).rate, in percent, to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

Or Option 2:Reference to the methodology specified in the Specification or elsewhere in the Tendering Document
 The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.

(c) Functional Guarantees of the facilities

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

	Functional Guarantee	Minimum (or Maximum, as appropriate) Requirement
1.		
2.		

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of _____ will be added to the tender price. If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

(d) Work, services, facilities, etc., to be provided by the Employer

Where tenders include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the tendering document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the tender price for evaluation.

(e) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Tender Price.” Tender prices quoted by tenderers shall remain unaltered.

2.3 Technical alternatives

Technical alternatives, if invited in accordance with ITT21.5, will be evaluated as follows:

EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Litigation History (SCORE: Comply/Not Comply to specified minimum requirements)

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

Litigation History Start Year	2019-01-01
Litigation History End Year	2026-04-30

Completion Period (SCORE: Comply/Not Comply to specified minimum requirements)

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

Completion Time (Days)	120
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2. Standard Tender Forms

Tender Validity Period (SCORE: Comply/Not Comply to specified minimum requirements)

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

Tender Validity Period (Days)	120
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Notarized Special Power of Attorney (SCORE: Comply/Not Comply to specified minimum requirements)

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

3. Financial Situation and Performance

Financial Statement (SCORE: Comply/Not Comply to specified minimum requirements)

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

Financial Statement Start Date	2021-01-01
Financial Statement End Date	2024-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	0.5
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	0.5
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	0.1

Maximum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	0.05
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	0.05

Average Annual Turnover (SCORE: Comply/Not Comply to specified minimum requirements)

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

Average Annual Turnover Amount in TZS or any other freely convertible currency	300000000
Turnover Start Date	2021-01-01
Turnover End Date	2024-12-31

Access to Financial Resources (Sources of Fund) (SCORE: Comply/Not Comply to specified minimum requirements)

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

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

1. Experience

Overall Firm's General Experience (SCORE: 11)

Tenderer is required to provide details of Firms General Experience, reputation and details of previous similar assignments

Reputation (20 %)

Reputation	Submit at least two recommendation letters and/ or completion certificate for previous similar projects executed from 2021 onwards
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Experience in Previous Similar Assignments (60 %)

Title of Specialization area or Similar Projects and Conditions	Supply, installation, testing and commissioning of laboratory equipment
Minimum number of similar projects	3
Minimum amount for similar projects (TZS)	150000000
Start Year for Experience in Similar Projects and Conditions	2021-01-01
End Year for Experience in Similar Projects and	2026-04-09

Conditions	
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Firm's General Experience (20 %)

Start Year for Firm's General Experience in assignments	2021-01-01
End Year for Firm's General Experience in assignments	2026-04-09
Minimum number of general assignments	5
Minimum amount for general assignments (TZS)	100000000

2. Technical Specifications

Key Equipment Strategy (SCORE: 2)

Tenderers are required to provide details of the Key Equipment Strategy.

Key Equipment Strategy	Tenderers are required to provide details of the Key Equipment Strategy.
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Functional Guarantee Requirements (SCORE: 2)

Tenderers are required to submit a filled functional guarantee form as per the attached sample template.

Functional Guarantee	Tenderers are required to submit a filled functional guarantee form as per the attached sample template.
Minimum Requirement	Tenderers are required to submit a filled functional guarantee form as per the attached sample template.

Compliance to Technical Specifications (Plant, Information or Design & Build) (SCORE: 10)

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

3. Key Personnel

Qualifications of Key Personnel (SCORE: 30)

Tenderer has to provide details showing the qualifications of key personnel available for assignment based on the qualification criteria in the terms of reference.

Adequacy for the Project (60 %)

Required Similar Assignments	Operation, Testing and Training on operation of laboratory equipment, Services and Maintenance of Laboratory Equipment
Minimum Number of Similar Assignments	2
Publication on Relevant Subject Matter	Operation, Testing and Training on operation of laboratory equipment, Services and Maintenance of Laboratory Equipment

Minimum Number of Relevant Publications	N/A
Required Career Attainment	Bachelor Degree in Engineering related field from reputable Institution
Relevant Training Required	Operation, Testing and Training on operation of laboratory equipment, Services and Maintenance of Laboratory Equipment

Experience in Region and Language (10 %)

Language Capabilities of the Key Experts	Read, Write and Speak English fluently
Nationality of Key Experts	Tanzanian or other Nationality

General Qualifications (30 %)

Title of professional staff required	Project Manager
Minimum required Education level	Bachelor Degree in either of the following field: Electronics and Telecommunication, Electrical Engineering, Mechanical Engineering, Bio-medical engineering
Specialized Education	Electronics and Telecommunication, Electrical Engineering, Mechanical Engineering, Bio-medical engineering
Age of the Key Personnel	N/A
Required Similar Assignments	Operation, Testing, Installation and Training on operation of laboratory equipment, Services and Maintenance of Laboratory Equipment
Professional Experience and Status	N/A

4. Technical Submission

Design Methodology (SCORE: 2)

The tenderer should provide methodology on how the assignment will be designed, i.e. Design, Development, and Implementation. The Tenderer is expected hereunder to detail clearly how he intends to execute the works and complete the entire work by the proposed program, thereafter upload the document into the system for submission.

Design Methodology	The Tenderer is expected hereunder to detail clearly how he intends to execute the works and complete the entire work within the contract period.
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Performance capacity/functional features meeting or exceeding levels of specified performance (SCORE: 5)

Tenderers are required to explain the extent of Performance, capacity/functionality features meeting or exceeding levels specified in the performance functional requirement and/or influence of the life cycle cost and effectiveness of the plant, thereafter upload the document into the system for submission.

Compliance to Functional Requirements	To meet this requirement bidder should attach brochure/catalogue of the offered equipment
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Degree of suitability of plant and installation services offered in relation to the environmental and climatic conditions prevailing at the site (SCORE: 2)

Tenderers are required to provide details on the Degree of the suitability of plant and installation services offered in relation to the environmental and climatic conditions prevailing at the site, thereafter upload the document into the system for submission.

Degree of suitability of plant and installation services offered in relation to the environmental and climatic conditions prevailing at the site	Tenderers are required to provide details on the Degree of the suitability of plant and installation services offered in relation to the environmental and climatic conditions prevailing at the site, thereafter upload the document into the system for submission.
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Testing and Quality Assurance Requirements (SCORE: 2)

Tenderers are required to give details on Testing and Quality Assurance requirements.

Testing and Quality Assurance Requirements	Tenderers are required to give details on Testing and Quality Assurance requirements.
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Quality, Functional and Operational process control (SCORE: 20)

Tenderers are required to provide details of Quality, Functional, and Operational process control, thereafter upload the document into the system for submission.

Quality, Functional and Operational process control	To meet this requirement bidder should attach brochure/catalogue of the offered equipment. During delivery the supplier must submit operation and maintenance manual in English language
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Extent of the Proposal in value addition in terms of performance, functionality and/or Operational and Maintenance costs. (SCORE: 5)

Tenderers are required to provide the extent of the Proposal in value addition in terms of performance, functionality, and/or Operational and Maintenance costs, thereafter upload the document into the system for submission.

Extent of the Proposal in value addition in terms of performance, functionality and/or Operational and Maintenance costs.	Tenderers are required to provide details of the equipment in terms of performance, functionality, and/or Operational and Maintenance costs, thereafter upload the document into the system for submission.
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Compliance with Health and Safety Requirements in Tanzania, Environmental and Social Management Strategies and Code of Conduct for Personnel (ES) Form (SCORE: 1)

Tenderers are required to demonstrate their compliance with Health and Safety Management Practices, Environmental and Social Management Strategies, and the Code of Conduct for Personnel (ES) Form.

Health and Safety Requirements	Tenderers are required to demonstrate their compliance with Health and Safety Management Practices, Environmental and Social Management Strategies, and the Code of Conduct for Personnel (ES) Form.
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Completeness of required Manufacturer Authorization (SCORE: 1)

Tenderers are required to conform to the requirements of Manufacturers' standards, thereafter upload the document into the system for submission.

Completeness of required Manufacturer Authorization	Tenderers are required to conform to the requirements of Manufacturers' standards, thereafter upload the document into the system for submission.
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Method Statement for key activities (SCORE: 2)

Tenderers are required to provide details of the Methodology Statement for key activities, thereafter upload the document into the system for submission.

Method Statement for key construction activities	Tenderers are required to provide details of the Methodology Statement for key activities, thereafter upload the document into the system for submission.
--	---

Long terms availability of mandatory and recommended spare parts and maintenance services (SCORE: 1)

Tenderers are required to provide long terms availability of mandatory and recommended spare parts and maintenance services, thereafter upload the document into the system for submission.

Long terms availability of mandatory and recommended spare parts and maintenance services	Mandatory spare parts and software's to make the equipment operational are deemed to be included in the total price for each equipment. Tenderer are required to provide list of mandatory and recommended spare parts and ensure its availability including providing maintenance services as may be required
---	--

Work Programme (SCORE: 1)

Tenderers are required to provide a Program of Work, and thereafter upload the document into the system for submission.

Work Programme	Tenderers are required to provide a Program of Work/work schedule to meet the required completion period
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Proposed Project Organization Chart (SCORE: 1)

Tenderers are required to provide details of the proposed Organization Chart required for the assignment, including a description of the Project Management System, and how it will be applied.

Project Organization Chart	Tenderers are required to provide details of the proposed Organization Chart required for the assignment, including a description of the Project Management System, and how it will be applied.
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Risk Assessment and Proposed Management Plan (SCORE: 2)

Tenderers are required to provide a detailed Risk Assessment and Proposed Management Plan, thereafter upload the document into the system for submission.

Risk Assessment and Proposed Management Plan	Tenderers are required to provide a detailed Risk Assessment and Proposed Management Plan, thereafter upload the document into the system for submission.
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Financial Evaluation

1. Price Schedule

Priced schedule (SCORE: Comply/Not Comply to specified minimum requirements)

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

SECTION V. TENDERING FORMS

Below is a checklist of forms/documents required to be submitted by the Tenderer. Each Tenderer must ensure that all forms/documents are properly prepared and submitted with his Tender. Failure to fill in and submit or improper filling of the Forms/documents may result in the rejection of the Tender.

SN	Form Description	Remarks
1	Form of Tender	Form will be available in the system submission.
2	Schedules of Rates and Prices	Form will be available in the system submission.
3	Design Services	Form will be available in the system submission.
4	Installation and Other Services	Form will be available in the system submission.
5	Recommended Spare Parts	Form will be available in the system submission.
6	Technical Submission	Form will be available in the system submission.
7	Site Organization	Form will be available in the system submission.
8	Method Statement	Form will be available in the system submission.
9	Mobilization Schedule	Form will be available in the system submission.
10	Construction Schedule	Form will be available in the system submission.
11	ES Management Strategies and Implementation Plans	Form will be available in the system submission.
12	Code of Conduct for Contractor's Personnel (ES) Form	Form will be available in the system preparation.
13	Contractor's Equipment	Form will be available in the system registration.
14	Functional Guarantees	Form will be available in the system submission.
15	Personnel	Form will be available in the system registration.
16	Resume of Proposed Personnel	Form will be available in the system registration.
17	Proposed Subcontractors for Major Items of Plant and Installation Services	Form will be available in the system submission.
18	Others - Time Schedule (To be used when alternative time for completion is invited.	Form will be available in the system submission.
19	Tenderer Information Sheet	Form will be available in the system registration.
20	JVCA members Information Sheet	Form will be available in the system registration.
21	Historical Contract Non-Performance, Pending Litigation and Litigation History, And Conformance to Statutory Requirements	Form will be available in the system registration.

SN	Form Description	Remarks
22	Current Contract Commitments / Works in Progress	Form will be available in the system registration.
23	Financial Situation: Historical Financial Performance	Form will be available in the system registration.
24	Average Annual Turnover	Form will be available in the system registration.
25	Financial Resources	Form will be available in the system registration.
26	General Experience	Form will be available in the system registration.
27	Specific Experience	Form will be available in the system registration.
28	Specific Experience in Key Activities	Form will be available in the system registration.
29	Specific Experience in Managing ES aspects	Form will be available in the system registration.
30	Standard Power Of Attorney	Form will be available in the system submission.
31	Form of Tender Security (Bank Guarantee)	Form will be available in the system submission.
32	Form of Tender Security (Tender Bond)	Form will be available in the system submission.
33	Form of Tender Securing Declaration	Form will be available in the system submission.
34	Manufacturer's Authorization	Form will be available in the system submission.
35	Undertaking by Tenderer on Anti – Bribery Policy/ Code of Conduct and Compliance Programmer	Form will be available in the system registration.

[Tenderer's Header]
STANDARD POWER OF ATTORNEY
[This form shall be used by company/firms]

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the [insert date, month and year],

WE the undersigned [insert name of the Donor(Company)] of [insert address of the Donor(Company)], by virtue of authority conferred to us by the Board of Directors through Resolution No [insert Board Resolution Number] of [insert day] day of [insert Board Resolution month and year][1], of which is still in full force and effect; do hereby ordain, nominate, authorize, empower and appoint [insert name of Donee] of [insert address of the Donee] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [insert tender number] for [insert description of procurement] that is to say;

To act for the company and do any other thing or things incidental for [insert tender Number] for [insert description of procurement] for the [insert name of the procuring entity].

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

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

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

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

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

DONOR

BEFORE ME:
COMMISSIONER FOR OATHS
ACKNOWLEDGEMENT

I [insert name of Donee] doth hereby acknowledge and accept to be Attorney of the said [insert name of the company/donor] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[Insert name of Donee] Identified to me
by [insert name]

The latter known to me personally
This [insert date, month and year],

DONEE

BEFORE ME
COMMISSIONER FOR OATHS

[Tenderer's Header]
STANDARD POWER OF ATTORNEY
[This form shall be used by sole proprietor/individuals]

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the [insert date, month and year],

It he undersigned [*insert name of the Donor*]of [*insert address of the Donor*]; do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be my true lawful Attorney and Agent, with full power and authority, for [*insert name of the Donor*], and for Donor’s accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] for [*insert description of procurement*] that is to say;

To act for [*insert name of the Donor*] and do any other thing or things incidental for [*insert tender Number*] for [*insert description of procurement*] for the [*insert name of the procuring entity*].

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

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

DELIVERED in this [*insert date*] day of [*insert month*] [*insert year*].

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

SIGNED AND DELIVERED by the said
[Insert name of Donor] Identified to me
by *[insert name]*
The latter known to me personally
This [insert date, month and year]

DONOR

BEFORE ME;
COMMISSIONER FOR OATHS
ACKNOWLEDGEMENT

I [insert name of Donee] doth hereby acknowledge and accept to be Attorney of the said *[insert name of the donor]* under

the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said

[Insert name of Donee] Identified to me

by *[insert name]*

The latter known to me personally

This [insert date, month and year],

DONEE

BEFORE ME;

COMMISSIONER FOR OATHS

[\[1\]](#)The power of attorney shall not be rejected on the basis that board resolution was passed before the tender invitation date.

ES CODE OF CONDUCT FOR SUPPLIER/CONTRACTOR'S PERSONNEL

[Code of Conduct shall be included in all tenders under all contracts for supply and installation of information system and the Tenderer shall initial and submit the ES Code of Conduct form as part of its Tender]

We are the Supplier/Contractor, [Insert name of Supplier]. We have signed a contract with [enter name of Purchaser] for [enter description of supply and information of information system]. The works will be carried out at [enter the locations in the Purchaser's country where the supply and installations are required, as applicable]. Our contract requires us to implement measures to address *environmental and social risks* related to the Works.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works.

All personnel that we utilize in the execution of the Works, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Works, are referred to as Suppliers/Contractor's Personnel.

This Code of Conduct identifies the behavior that we require from the Supplier/Contractor's Personnel employed for the execution of the Works at the locations in the Employer's country where the works are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier/Contractor's Personnel employed for the execution of the Works at the locations in the Employer's country where the Works are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier/Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- 9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
- 11. report violations of this Code of Conduct; and
- 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Supplier/Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

- 1. Contact [enter name of the individual, with relevant experience, designated by the Supplier/Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
- 2. Call [] to reach the Supplier/Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to Supplier/Contractors that may help support the person who experienced the alleged incident, as appropriate. There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Supplier/Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR Supplier/Contractor's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Supplier/Contractor's contact person(s) with relevant experience] requesting an explanation.

Name _____ of _____ Supplier/Contractor's _____ Personnel: _____ [insert _____ name]
Signature: _____
Date: (day month year): _____
Countersignature of authorized representative of the Supplier/Contractor:
Signature: _____
Date: (day month year): _____

ATTACHMENT1: Behaviors constituting SEA and behaviors constituting SH

SECTION V: ELIGIBLE COUNTRIES

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

PART 2: PROCURING ENTITY'S REQUIREMENTS

SECTION VII: SCHEDULE OF REQUIREMENTS

**SCOPE OF SUPPLY OF PLANT AND INSTALLATION SERVICES
List of Goods**

Tender Description: Supply, installation, testing, training and commissioning of Testing Equipment
Tender No: TR34/2025/2026/G/41

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	TILE SURFACE ABRASION MACHINE	Pcs	1
2	DEEP ABRASION MACHINE	Pcs	1

LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	ULTRASONIC CLEANING APPARATUS	Pcs	1
2	DIAL PENETROMETER	pcs	1
3	AUGER POWER HEAD	Pcs	1
4	LABORATORY VANE APPARATUS	pcs	1
5	Pocket Penetrometer –	Pcs	1

LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	MOTORIZED HORIZONTAL SAMPLE EXTRUDER	Pcs	1
2	FIELD INSPECTION VANE TESTER	pcs	1
3	POCKET SHEAR VANE DEVICE	pcs	1
4	UNIVERSAL EXTRUDER	Pcs	1

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Desiccator cabinet	Pcs	1
2	Soil Lathe, Trimmer, Extruder	Pcs	1
3	Carbide Meter	Pcs	1
4	Pyknometers and Hydrometers	Pcs	1

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Casagrande Apparatus	Pcs	1
2	Cone penetrometer tester	Pcs	1
3	Chemical Tests Apparatus	Pcs	1
4	Plastic limit set	Pcs	1
5	Shrinkage Limit Set	Pcs	1

LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Automatic Ring Shear Machine	Pcs	1
2	Triaxial System Apparatus	Pcs	1
3	Automatic shear Testing Machine	Pcs	1

LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic

Computerized Oedometer and Front Loading Oedometer (Manual))

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Front Loading Oedometer (Manual)	Pcs	1
2	Automatic Computerized Oedometer	Pcs	1

LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Automatic Proctor and CBR Compactor	Pcs	1
2	Proctor Moulds and rammers conforming to ASTM	Pcs	1
3	Vibration Hammer	PCS	1

LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Automatic Fiber Analyzer	Pcs	1
2	Moisture Balance	PCS	1
3	Portable Density meter	Pcs	1
4	CONSTANT CLIMATE CHAMBER (Temperature and Humidity Chamber)	Pcs	1

LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of	Quantity
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		measure	
1	CBR Test Machine	PCS	1
2	Field CBR Apparatus	PCS	1
3	Relative Density test set for Cohesionless Soil	PCS	1

LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Sand density cone apparatus	PCS	1
2	SAND REPLACEMENT SET	SET	1
3	Impact Soil Tester	PCS	1
4	Data Acquisition Unit (DATALOGGER)	PCS	1

LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Unit of measure	Quantity
1	Digital Air Jet Sieve Shaker	PCS	1
2	Bottle Roller	PCS	1
3	Bearing Plate Test Apparatus Complete- Electronic Configuration	PCS	1
4	Sand absorption cone and tamper	PCS	1

Delivery Schedule

Tender Description: Supply, installation, testing, training and commissioning of Testing Equipment
Tender No: TR34/2025/2026/G/41

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	TILE SURFACE ABRASION MACHINE	1	TBS HQ	120
2	DEEP ABRASION MACHINE	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	ULTRASONIC CLEANING APPARATUS	1	TBS HQ	120
2	DIAL PENETROMETER	1	TBS HQ	120
3	AUGER POWER HEAD	1	TBS HQ	120
4	LABORATORY VANE APPARATUS	1	TBS HQ	120
5	Pocket Penetrometer –	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	MOTORIZED HORIZONTAL SAMPLE EXTRUDER	1	TBS HQ	120
2	FIELD INSPECTION VANE	1	TBS HQ	120

	TESTER			
3	POCKET SHEAR VANE DEVICE	1	TBS HQ	120
4	UNIVERSAL EXTRUDER	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Desiccator cabinet	1	Ubungo HQ	120
2	Soil Lathe, Trimmer, Extruder	1	TBS HQ	120
3	Carbide Meter	1	Ubungo HQ	120
4	Pyknometers and Hydrometers	1	Ubungo HQ	120

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Casagrande Apparatus	1	Ubungo HQ	120
2	Cone penetrometer tester	1	Ubungo HQ	120
3	Chemical Tests Apparatus	1	Ubungo HQ	120
4	Plastic limit set	1	Ubungo HQ	120
5	Shrinkage Limit Set	1	Ubungo HQ	120

LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Automatic Ring Shear	1	Ubungo HQ	120

	Machine			
2	Triaxial System Apparatus	1	Ubungo HQ	120
3	Automatic shear Testing Machine	1	Ubungo HQ	120

LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Computerized Oedometer and Front Loading Oedometer (Manual))

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Front Loading Oedometer (Manual)	1	Ubungo HQ	120
2	Automatic Computerized Oedometer	1	Ubungo HQ	120

LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Automatic Proctor and CBR Compactor	1	Ubungo HQ	120
2	Proctor Moulds and rammers conforming to ASTM	1	Ubungo HQ	120
3	Vibration Hammer	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Automatic Fiber Analyzer	1	TBS HQ	120
2	Moisture Balance	1	TBS HQ	120
3	Portable Density meter	1	TBS HQ	120

4	CONSTANT CLIMATE CHAMBER (Temperature and Humidity Chamber)	1	TBS HQ	120
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LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	CBR Test Machine	1	TBS HQ	120
2	Field CBR Apparatus	1	TBS HQ	120
3	Relative Density test set for Cohesionless Soil	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Sand density cone apparatus	1	TBS HQ	120
2	SAND REPLACEMENT SET	1	TBS HQ	120
3	Impact Soil Tester	1	TBS HQ	120
4	Data Acquisition Unit (DATALOGGER)	1	TBS HQ	120

LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

GFS Code: 31122217 - Laboratory equipment and instruments

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Digital Air Jet Sieve Shaker	1	TBS HQ	120
2	Bottle Roller	1	TBS HQ	120
3	Bearing Plate Test Apparatus Complete- Electronic Configuration	1	TBS HQ	120

4	Sand absorption cone and tamper	1	TBS HQ	120
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List of related services and spare parts

Tender Description: Supply, installation, testing, training and commissioning of Testing Equipment
Tender No: TR34/2025/2026/G/41

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

GFS Code: 31122217 - Laboratory equipment and instruments

TILE SURFACE ABRASION MACHINE

Not Applicable

DEEP ABRASION MACHINE

Not Applicable

LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

ULTRASONIC CLEANING APPARATUS

Not Applicable

DIAL PENETROMETER

Not Applicable

AUGER POWER HEAD

Not Applicable

LABORATORY VANE APPARATUS

Not Applicable

Pocket Penetrometer –

Not Applicable

LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

GFS Code: 31122217 - Laboratory equipment and instruments

MOTORIZED HORIZONTAL SAMPLE EXTRUDER

Not Applicable

FIELD INSPECTION VANE TESTER

Not Applicable

POCKET SHEAR VANE DEVICE

Not Applicable

UNIVERSAL EXTRUDER

Not Applicable

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

GFS Code: 31122217 - Laboratory equipment and instruments

Desiccator cabinet

Not Applicable

Soil Lathe, Trimmer, Extruder

Not Applicable

Carbide Meter

Not Applicable

Pyknometers and Hydrometers

Not Applicable

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Casagrande Apparatus

Not Applicable

Cone penetrometer tester

Not Applicable

Chemical Tests Apparatus

Not Applicable

Plastic limit set

Not Applicable

Shrinkage Limit Set

Not Applicable

LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Ring Shear Machine

Not Applicable

Triaxial System Apparatus

Not Applicable

Automatic shear Testing Machine

Not Applicable

LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Computerized Oedometer and Front Loading Oedometer (Manual))

GFS Code: 31122217 - Laboratory equipment and instruments

Front Loading Oedometer (Manual)

Not Applicable

Automatic Computerized Oedometer

Not Applicable

LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Proctor and CBR Compactor

Not Applicable

Proctor Moulds and rammers conforming to ASTM

Not Applicable

Vibration Hammer

Not Applicable

LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Fiber Analyzer

Not Applicable

Moisture Balance

Not Applicable

Portable Density meter

Not Applicable

CONSTANT CLIMATE CHAMBER (Temperature and Humidity Chamber)

Not Applicable

LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

GFS Code: 31122217 - Laboratory equipment and instruments

CBR Test Machine

Not Applicable

Field CBR Apparatus

Not Applicable

Relative Density test set for Cohesionless Soil

Not Applicable

LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

GFS Code: 31122217 - Laboratory equipment and instruments

Sand density cone apparatus

Not Applicable

SAND REPLACEMENT SET

Not Applicable

Impact Soil Tester

Not Applicable

Data Acquisition Unit (DATALOGGER)

Not Applicable

LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

GFS Code: 31122217 - Laboratory equipment and instruments

Digital Air Jet Sieve Shaker

Not Applicable

Bottle Roller

Not Applicable

Bearing Plate Test Apparatus Complete- Electronic Configuration

Not Applicable

Sand absorption cone and tamper

Not Applicable

Technical; Specifications

Tender Description: Supply, installation, testing, training and commissioning of Testing Equipment
Tender No: TR34/2025/2026/G/41

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

GFS Code: 31122217 - Laboratory equipment and instruments

TILE SURFACE ABRASION MACHINE

Technical Requirements	Description
<p>TILE SURFACE ABRASION MACHINE General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Features: • Used for the determination of abrasion resistance of Glazed tiles • Efficient performance • Corrosion resistant • Tough construction Supplied complete with: • Pre-set revolution counter and one 7.5 kg weight, with EKE 48103 Abrasive Powder • EKE 48101 Thickness Measuring Device with Dial Gauge, having 25mm travel and 0.01 least count • 1 complete PEI abrasive charge and 0,5 kg of corundum (one abrasive charge can be used 10-15 times, depending on the average number of revolutions made during the tests). • 1 sealing gasket for structured surfaces. • 3 testing heads, complete with protective cover, safety micro switch and observation window of approx. - 77x55x52cm, c.80kg • Pack of 10 calibration float glasses 105x105x6mm • BOX Viewing Cabinet which its inside is painted in “neutral grey” as required by the standard and its Overall Dimensions: 700 x 650 x 630mm, approx. 35kg Technical</p>	<p>1</p>

<p>Specifications: • Machine should consist a disc rotating at a speed of 30 rpm in a circular tray.</p> <ul style="list-style-type: none"> • Should have a bracket provided to hold the specimen • Should have a funnel fitted to evenly spread abrasive powder on the grinding path. • A pre-set counter automatically which stops the machine after 22 revolutions. This counter is re-adjustable. • The machine works on 440 volts A. C. three phase electrical supply. • A counter balance lever loads the specimen. • Load applied is 30 kgf. • Load range, 10-1000N • Relative error of load indicating value; $\pm 1\%$ • Friction torque measuring range: 2.5N.m • Relative error of friction torque indicating value; $\pm 2\%$ • Rotate speed range of spindle; 1~2000r/min, linear velocity up to over 4 m/s. • Test medium; oil, water, slurry, abrasive etc. • Temperature control range; Room temperature~200°C • Max. Distance between spindle of the machine and lower friction coupling pate >75mm • Time control range; 10s~9999min • Dimensions – Approx. 900x760x1600mm • Suitable for operation on 440 V, 50 Hz, 3 phases, AC Supply. 	
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DEEP ABRASION MACHINE

Technical Requirements	Description
<p>DEEP ABRASION MACHINE</p> <p>General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Technical specification • Suitable for the determination of deep abrasion resistance of unglazed tiles. Features • Easy to use and with solid construction • Electric operation • Mild</p>	1

<p>steel structure body with powder coating paint • Electronic control of the disc speed with auto shut-off of the instrument at the achievement of the selected number of revolutions • Strictly abiding to listed international standards Supplied complete with: • Corundum (white fused aluminum) (5 kg) • Austrian granite for the calibration • 400 g of lead to modify the weight • special key for removing the abrasive disk Technical Specifications: • Diameter of steel disc: 200 ± 0.2 mm • Thickness of steel disc: 10 ± 0.2 mm • Material of steel disc: Mild steel • Speed of rotation of disc: 75 ± 5 rpm • Adjustment of force: Adjusted between 5-20 kg in steps of 1 kg • Electric motor: 230V single-phase 50 Hz, AC motor • Counter: 3-Digits electronic counter with memory backup • Capacity of storage hopper: 5 Liters • Epoxy powder painted sheet metal structure. Vibration-damping feet. • Drawer for collecting the corundum used during tests. 600 cc corundum container. Corundum fall system operated automatically. • The steady pressure of the test sample on the abrasion disk is achieved by a system of counterweights. • The test sample is fastened with 2 clamps. • Automatic test cycle; Programming by means of an electronic control panel with LCD display • Safety front door with micro switch. • Supplied with 2 kg of FEPA 80 corundum • Overall dimensions: Approx. 61 x 65 x 74 cm</p>	
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LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

GFS Code: 3112217 - Laboratory equipment and instruments

ULTRASONIC CLEANING APPARATUS

Technical Requirements	Description
<p>Ultrasonic Cleaning Apparatus General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Technical specification • Capacity -10 L • for sieves up to 200 mm (8) dia. 230 V, 50-60 Hz, 1 ph • Internal dimension (mm) - Dia.x h (245X130) • External dimension (mm) - Dia.x h (300X420) • Power – 240W • Weight – 6kg Accessories • Wet washing sieve 8"diameter x 4"deep all stainlees steel fitted with 75-micron mesh – 1pc • Wet washing sieve 203 mm [8"] diameter x 200 mm deep stainless steel frame fitted with 75-micron mesh - 1pc • Wet washing sieve 200 mm diameter x 200 mm deep stainless steel frame fitted with 75-micron mesh - 1pc • Wet washing sieve 200 mm dia x 100 mm deep 63 micron - 1pc • Wet washing sieve 200 mm diameter x 200 mm deep stainless - 1pc • Steel frame fitted with 63-micron mesh - 1pc • Cleaning liquid,5 L can – 2pc</p>	<p>1</p>

DIAL PENETROMETER

Technical Requirements	Description
<p>Dial Penetrometer Technical specification • Scale [kgf/cm2] - 0-6 / 0-11 (dual) • Dial diameter: 60 mm • Weight approx.: 300 g</p>	<p>1</p>

AUGER POWER HEAD

Technical Requirements	Description

<p>Auger Power Head General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical Specification • Auger power head 4.5 HP Honda 4-strokes engine heavy duty reduction gear complete with reversing gear for holes up to 400 mm diameter • Piston displacement (cc): 135 • Augers - • Engine (Hp): 4.5 four stroke • Fuel: Gasoline • Ignition: Electronic • Max. drilling capacity (dia.): 400 mm • Max drilling depth: 2 m • Weight approx. (kg): 27 Accessories • Extension rod for augers, 1 m long - 2 • Auger dia. 100x1000 mm - 2</p>	<p>1</p>
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LABORATORY VANE APPARATUS

<p>Technical Requirements</p>	<p>Description</p>
<p>Laboratory Vane Apparatus Technical specification • Vane 12.7 x 12.7 mm included • Four calibrated springs each with deflection/load • Weight: 11 kg approx. • Dimensions: 620 x 250 x 280 mm (H x W x D) Accessories • Motorized actuator for laboratory vane apparatus conforming to ASTM D4648. 220V-50Hz-1ph • 12.7mm x 19mm high Vane for use with laboratory vane apparatus • 12.7mm x 25.4mm high Vane for use with laboratory vane apparatus • Attachment for sampling tube or cylindrical container • Water level indicator with 50 m rounded graduated cable</p>	<p>1</p>

Pocket Penetrometer –

<p>Technical Requirements</p>	<p>Description</p>
<p>Pocket Penetrometer – 1pc Technical specification • Measuring range 0 to 500 kPa • Dimensions: 20 mm dia. x 173</p>	<p>1</p>

mm length • Weight approx.: 0.5 kg	
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LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

GFS Code: 31122217 - Laboratory equipment and instruments

MOTORIZED HORIZONTAL SAMPLE EXTRUDER

Technical Requirements	Description
Motorized Horizontal Sample Extruder Technical specification • Max extrusion force: 70kN • Travel Ram: 1050 mm • Min. Diameter: 35 mm • Max. Diameter: 152.4 mm (6") Dimensions: • Working configuration: W 3245 x D 465 x H 1345 mm • Space reduction configuration: W 1565 x D 465 x H 1220 mm • Power: 750 W • Power supply: 220V-50Hz-1ph Accessories • Adaptor Set for 2" (50,8mm) Outer Dia Shelby Tubes – 1 pc • Adaptor Set for 2.5" (63.5mm) Outer Dia Shelby Tubes – 1 pc • Adaptor Set for 3" (75mm) Outer Dia Shelby Tubes – 1 pc • Adaptor Set for 3 1/4" (83mm) Outer Dia Shelby Tubes – 1 pc • Adaptor Set for 3" 1/2" (88.9mm) Outer Dia Shelby Tubes – 1 pc • Adaptor Set for 4" (101.6mm) Outer Dia Shelby Tubes – 1 pc	1

FIELD INSPECTION VANE TESTER

Technical Requirements	Description
Field Inspection Vane Tester Technical specification The complete kit must have the following: • The device used to determine in-situ undrained shear strength of clay • Extension rod – Approx. .0.5m • Exchangeable Vanes – 3 Vane - Approx. 16 × 32 mm Vane - Approx. 20 × 40 mm Vane - Approx. 25 × 51 mm • Vane dummy • 3 wrenches •	1

Carrying case	
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POCKET SHEAR VANE DEVICE

Technical Requirements	Description
Pocket Shear Vane Device Technical specifications Equipment for determining the shear strength of cohesive soils Device is supplied in a plastic carrying case. Vane type Range Standard 25 mm Diameter Vane 0-10 N/cm ² Sensitive Vane Adaptor 0-2 N/cm ² High Capacity Vane Adaptor 0-25 N/cm ²	1

UNIVERSAL EXTRUDER

Technical Requirements	Description
Universal Extruder Technical specification • Manual vertical extruder • Max travel: 550 mm • Max load: 70kN • Dimension: W350 x D350 x H1275 mm (Only extruder) Accessories • Adapter set for 150 mm & 152.4 mm (6") inner dia mould – 1pc • Adapter set for 100 mm & 101.6 mm (4") inner dia mould – 1pc • Adapter set for 70 mm inner dia mold – 1 pc • Adapter set for 50mm int. diameter mould -1pc • Adapter set for 38 mm inner diameter mould – 1pc • Adapter set for 35 mm inner diameter mould – 1pc • Kit for using manual extruder in horizontal position – 1pc	1

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

GFS Code: 31122217 - Laboratory equipment and instruments

Desiccator cabinet

Technical Requirements	Description
Desiccator Cabinet General requirements • The bidder must provide warrant not less than one	Desiccator Cabinet

<p>year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification • Easily view your samples through acrylic viewing panels • Durable, rugged construction—aluminum frame and stainless steel (SS) shelves • One shelf with hole to ensure uniform humidity throughout chamber • Chamber Capacity - 50 – 60 L Accessories • Silica gel with indicator - 1000 g</p>	
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Soil Lathe, Trimmer, Extruder

Technical Requirements	Description
<p>Soil Lathe, Trimmer, Extruder General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification Features • Soil lathe/trimmer and extruder for soil samples • Specimen lathe function: from dia. 35 x 70 mm to dia. 100 x 200 mm • Specimen trimming and extruding function: from dia. 35 x 70 mm to dia. 50 x 100 mm • Adjustable vertical daylight: up to 240 mm • Horizontal daylight: 155 mm • Overall dimensions: 220 x 300 x 450 mm Accessories • Open wire saw – 2pc • Wire saw – 2pc • Trimming knife – 2pc</p>	<p>1</p>

Carbide Meter

Technical Requirements	Description
<p>Carbide Meter General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing</p>	<p>Carbide Meter</p>

<p>list Technical specification • Speedy moisture tester • Capacity – 20g • Complete with electronic balance accessories and carrying case • Moisture range: 0-20% • Gauge divisions: 0.2% • Standard weight on balance: 20 g • Case dimensions: 510x380x200 mm • Weight approx.: 6 kg Accessories • Ampoules of reagents for moisture testing – 5pc</p>	
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Pyknometers and Hydrometers

Technical Requirements	Description
<p>Pyknometers and Hydrometers • Gay-lussac specific gravity bottle 25 ml for fine soil – 2pc • Gay-lussac specific gravity bottle 50 ml for fine soil - 2pc • Gay-lussac specific gravity bottle 100 ml for fine soil - 2pc • Specific gravity bottle 250 ml capacity for fine soil - 2pc • Pycnometer 1 litre capacity for sands and fine aggregates - 2pc • Pycnometer with stopper 500 ml for sands and fine aggregates - 2pc • Pycnometer with stopper 1000 ml capacity for sands and fine aggregates - 2pc • Pycnometer with stopper 2000 ml for sands and fine aggregates - 2pc • Soil hydrometer 0.995 to 1.030 g/ml for sands and fine aggregates - 2pc • Hydrometer jar 1000 ml. Graduated glass for sands and fine aggregates - 2pc</p>	<p>Pyknometers and Hydrometers</p>

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Casagrande Apparatus

Technical Requirements	Description
Casagrande Aparratus General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification • Casagrande limit liquid device hand operated model. • Comforming to EN 17892-12 ASTM D4318 AASHO T89 • Metal grooving tool for Casagrande apparatus conforming to ASTM D4318 and EN 17892-12	Casagrande Aparratus

Cone penetrometer tester

Technical Requirements	Description
Cone Penetrometer tester General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Digital electronic semi-automatic penetrometer complete with micrometer vertical adjustment and adjustable electronic timer of the fall time according to BS 1377:2 UNE 7002 UNE 7377 UNI 10014 DIN 18122 NF P94-052-1. 230 V 50-60 Hz Accessories • Penetration cone 30 tip and 80g of weight • Penetration sample cup • Test cone gauge for 30 tip angle core to EN 17892:6 [Thickness 2.50 mm]	Cone Penetrometer tester

Chemical Tests Apparatus

Technical Requirements	Description
Chemical Tests Apparatus General requirements • The bidder must provide warrant not	Chemical Tests Apparatus

<p>less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list For determination of chemicals tests in sand and fine aggregates. 1. Acidity Test Kit • Dechlorinating reagent, 1 bottle with dropper (10ml); • Bromophenol Blue Indicator, 1 bottle with dropper (10 ml); • Phenolphthalein Indicator, 1 bottle with dropper (10ml); • HI 3820-0, 1 bottle (120 ml); • 2 calibrated vessels (10 and 50 ml); • 1 calibrated syringe. 2. Chloride test kit • The kit is supplied with: • Diphenylcarbazone Indicator, 1 bottle with dropper (15 ml); • Nitric Acid Solution, 1 bottle with dropper (30 ml); • HI 3815-0 Mercuric Nitrate Solution, 1 bottle (120ml); • 2 calibrated vessels (10 and 50 ml); • 1 calibrated syringe with tip. 3. Hardness test kit • The kit is supplied with: • Hardness Buffer, 1 bottle with dropper (30 ml); • Calmagite Indicator, 1 bottle with dropper (10 ml); • HI 3812-0 EDTA Solution, 1 bottle (120 ml); • 1 plastic beaker (20 ml) with cap; • 1 plastic beaker (50 ml) with cap; • 1 syringe (1 ml) with tip. 4. Alkalinity test kit The kit is supplied with: • Phenolphthalein Indicator, 1 bottle (10 ml) with a dropper; • Bromophenol Blue Indicator, 1 bottle (10 ml) with a dropper; • HI 3811-0, 1 bottle (120 ml); • 2 calibrated vessels (10 and 50 ml); • 1 calibrated syringe with tip. 5. Quantab chloride titrator type • Type 1175, range 0.005% to 0.1% (30 to 600 ppm) Na Cl. Pack of 40 strips. 6. Sulphate test strips. [pack of 100] • Sulphate test strip, detection range 200 to 1600 mg/l. Useful for preliminary assessment of sulphate ions in aqueous solutions. 7. Ion exchange apparatus • Laboratory method – Ion</p>	
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<p>exchange apparatus (BS 1377:3) • Used for determining the sulphate content of ground water and aqueous soil extracts. It consists of a ion exchange column 400 mm long and 10 mm dia., a swan-neck outlet and a 1500 ml round bottom flask to give a constant head. The apparatus is supplied assembled on a stand. • Dimensions: 200 x 100 x 600 mm</p> <p>8. Portable pH mV temp. Meter complete with stand for laboratory use • pH range: 0.00 to 14.00, accuracy +/- 0.01 + 1 digit, resolution 0.01 pH • mV range: +/-1999, accuracy +/-1 + 1 digit, 1 mV • temp. range: 0-100°C, accuracy +/-0.2°C + 1 digit, resolution 0.1°C • pH calibration: pH 4.00 – 7.00 • 9 V battery • Dimensions: 96 x 120 x 46 mm • Supplied complete with pH4, pH7 solutions and distilled water, combined electrode, 9 V battery, Pt 100 temperature probe, stand for electrode and Pt 100 probe and carrying case.</p>	
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Plastic limit set

Technical Requirements	Description
<p>Plastic Limit Set General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification Plastic limit set including: • glass plate 300x300 mm • stainless steel rod 3 mm dia • mixing dish 120 mm dia • flexible spatula • 6 moisture content tins dia. 75 x 30 mm All contained in a plastic carrying case</p>	<p>Plastic Limit Set</p>

Shrinkage Limit Set

Technical Requirements	Description
<p>Shrinkage Limit Set General requirements • The bidder must</p>	<p>Shrinkage Limit Set</p>

<p>provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification Shrinkage Limit Set complete with the following Shrinkage dish 45 mm dia. x 12.7 mm high Crystallizing dish, 57 mm dia. x 31 mm deep Shrinkage prong plate. Manufactured from transparent acrylic and fit with 3 metal prongs, evaporating dish, Flexible spatula, graduated cylinder, 25 ml all contained in a plastic case.</p>	
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LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Ring Shear Machine

Technical Requirements	Description
<p>Automatic Ring Shear Machine General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification • Electromechanical servoactuated (EMS) automatic ring shear machine. • The ring shear apparatus shall comply with ASTM D6467 – ASTM D7608 – BS 1377:7. • It shall determine the rate and magnitude of consolidation of a soil specimen restrained laterally and subjected to a number of successive increments of vertical load. • The apparatus shall provide a procedure for performing a torsional ring shear test under a drained condition to determine the fully softened shear strength and nonlinear strength envelope</p>	<p>Automatic Ring Shear Machine</p>

<p>of cohesive soils. • This test shall be performed by shearing a normally consolidated, reconstituted specimen at a controlled displacement rate until the peak shear resistance has been obtained. • Electro-mechanical servo-actuation, no dead weights nor air compressor required • Human machine interface shall be with touch screen colour display with USB pen drive for unlimited storage capacity, data output with tabular TXT format. • Automatic managing and switch from consolidation, pre-shearing and shearing stages • Vertical stress at least: 1,200 kPa • Horizontal stress at least: 1,000 kPa • Stainless steel ring shear box shall include two removable sintered porous stone. • Specimen dimensions shall be internal dia. 70 mm; external dia. 100 mm. • Sample thickness at least: 5 mm • One displacement transducer measuring vertical settlement. • Two load cells measuring torsional force • Additional load cell directly mounted on the loading tip assuring accurate force reading and feedback • Infinitely variable speed from 0.00001 to 1000 °/min • Numerical and graphical display of the readings - Specific and independent data recording for consolidation, pre-shearing and shearing stage. • Power supply - 220-240 V / 50 Accessories • Software for PC control • Templates for data processing</p>	
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Triaxial System Apparatus

Technical Requirements	Description
<p>Triaxial System Apparatus General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing</p>	<p>Triaxial System Apparatus</p>

<p>list Technical specification • All-in one fully automatic triaxial testing system • Maximum load capacity: 25kN • Maximum water working pressure: 3 500 kPa • Maximum sample size: 70 mm x 140 mm [diameter x height] • Piston travel: 100 mm • The system includes: • Reinforced triaxial cell with internal load frame and lifting system. • 25 kN submersible load cell • 50 mm potentiometric transducer • Three 3 500 kPa pressure transducers for acquiring and controlling cell back and • pore pressures. • Compact front panel to manage preliminary action such as de-airing water water saturation circuits sample positioning. • Two hydromatic pressure/volume controllers power two hydraulic water pressure lines and measures the associated volume changes with 250 cc capacity. • Integrated deairing system with cavitation solution including vacuum pump 20 l tank control valves - Integrated vacuum pump for sample preparation - Emergency stop button • Device management and test software for performing Effective/Total Stress are included. • -Pre-arrangement additional pressure line for performing permeability test • Accessories for triaxial cell and for sample preparation to be ordered separately • PC for software operation • Power supply – 220 -240 V Accessories For 50mm Triaxial cell- sample preparation accessories • Top cap 50mm diameter with 2 drainage tubes • Vacuum top cap 50mm diameter with 2 drainage tubes • Disc perspex 50mm diameter • Pair of porous disc 50mm diameter • Rubber membrane 50mm diameter x 200mm long [pack of 10] • O ring 50mm diameter [pack of 10] • Membrane placing tool for 50mm samples • O ring placing tool for 50mm samples • Two part split mould</p>	
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<p>for 50mm diameter sample • Filter drains [pack of 50] for 50mm samples • Filter discs for 50mm dia sample [pack of 100] • Hand sampler complete of cutter wooden dolly and receiver for 50mm samples • Two parts split former with vacuum attachment for 50mm sample For 38mm Triaxial cell- sample preparation • Top cap 38mm diameter with 2 drainage tubes • Vacuum top cap 38mm diameter with 2 drainage tubes • Disc Perspex 38mm diameter • Pair of porous disc 38mm diameter • Rubber membrane 38mm diameter x 150mm long [pack of 10] • ring 38mm diameter [pack of 10] • Membrane Placing tool for 35-38mm diameter samples • Ring Placing Tool for 38mm diameter samples • Two-part Split Mould for 38mm diameter sample • Filter drains [pack of 50] for 38mm samples • Filter discs for 38mm dia sample [pack of 100] • Hand sampler complete of cutter wooden dolly and receiver for 38mm samples • Two parts split former with vacuum attachment for 38mm sample • Activation code for Stress path software with manual & automatic performance • Activation code for Ko software • Activation code for soil triaxial Permeability test software including manual and automatic mode test. • Upgrade kit for performing permability test. • Power supply - 220-240 V 50-60 Hz. Including: - • Hydromatic Pressure volume controller with pressure transducer - hydraulic tubing - Fitting device</p>	
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Automatic shear Testing Machine

Technical Requirements	Description
<p>Automatic Shear Testing Machine General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation,</p>	<p>Automatic Shear Testing Machine</p>

<p>training and commissioning to be done by the supplier. • Packing list Technical specifications • Electromechanical Servoactuation (EMS) automatic direct and residual shear machine. • Servoactuation no dead weights and no air compressor is required. • User interface via 6" touch screen colour display and optional PC control via LAN port and dedicated software. • Maximum vertical force: 10 kN • Maximum horizontal force: 10 kN • 2 displacement transducers measuring vertical settlement and horizontal displacement. • 2 dedicated load cells to measure vertical and horizontal force • Vertical force load cell mounted directly on the tip loading assuring accurate load reading and feedback signal • Infinitely variable speed from 0.00001 to 15.00000 mm/min • High stiffness connection shear box - driving head - load cell • Sturdy shear box technopolymeric carriage [not subject to corrosion] • USB pen drive for unlimited storage capacity output data in tabular TXT format. • Compatible with shear boxes up to 100 mm diameter or square sample • Adjustable speed and travel [forward / reverse] for residual shear tests • Number of consolidation steps from 1 to 99 • Number of shear cycles from 1 to 50 • Numerical and graphical display of the readings • Axial force steps can be applied instantaneously • Suitable to perform oedometric consolidation using typical • consolidation cells • Specific and independent</p>	
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<p>data recording for consolidation and failure stages • Power supply - 220-240 V / 50-60 Hz Accessories • Software for testing and data acquisition of one or more units of the following automatic consolidation and shear, Pc-controlled, group of machines • Templates for data processing • Shear box for square specimen 60x60mm • Shear box for square specimen 100x100mm • Sample cutter for 60mm square samples • Extrusion dolly for 60mm square samples • Sample cutter for 100mm square samples • Extrusion dolly for 100mm square samples</p>	
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LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Computerized Oedometer and Front Loading Oedometer (Manual))

GFS Code: 3112217 - Laboratory equipment and instruments

Front Loading Oedometer (Manual)

Technical Requirements	Description
<p>Front Loading Oedometer (Manual) General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specifications • Compact and robust design • 3 lever arm ratio • Screw jack support • Same cell for standard and permeability test • Possible connection with Data acquisition and processing system • Front loading oedometer to BS 1377 ASTM D2435 lever arm ratios of</p>	<p>Front Loading Oedometer (Manual)</p>

<p>9:1 10:1 and 11:1 • Max loading using 11:1 beam ratio - 1848 kg corresponding to 9.061MPa [92.40 kgf/cm] on 20 cm Accessories • Supplied Oedometer bench to accept up to three oedometers. Complete with locking nuts. • Fixed ring cell for 50.47mm diameter sample with upper and lower stones, cutter ring and cylinder wall. The cell is supplied with additional outlet suitable for permeability test. • Calibration disc for 50.47mm diameter samples • Set of slotted steel weights total value 64kg: 2x0.25; 1x0.5; 1x1;1x2;1x4;7x8kg • Dial gauge 12 mm x 0.002 mm</p>	
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Automatic Computerized Oedometer

<p>Technical Requirements</p>	<p>Description</p>
<p>Automatic Computerized Oedometer General requirements</p> <ul style="list-style-type: none"> • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Technical specification • EmS - Electromechanical Servoactuation, automatic computerised • oedometer machine. 220-100 V / 50-60 Hz / 1 PH • Electromechanical Servoactuation, no dead weights nor compressor required. • Fully automatic PC-controlled test execution • Automatic ""next step"" actuation driven by time, swelling or secondary consolidation rate - Maximum vertical force: 20 kN - 10 mm displacement transducers measuring • vertical settlement • 20 kN capacity Load cell measuring vertical force • Optimized PID closed-loop control delivering fast smooth and accurate loading and precise load holding through the multiple test steps • Infinitely variable speed - PC control via LAN port and dedicated software 	<p>Automatic Computerized Oedometer</p>

<p>compatible with up to 60 independent units • Compatible with consolidation cells up to 112.80mm diameter - Supplied with load and displacement traceable calibration certificate • Optional accessories for CRS and unconfined test • Optional local user interface with 6" touch screen high resolution color display allowing • full control of a single unit including full test execution. USB pen drive included for unlimited storage, TXT format data output • Consolidation cell and PC/software or touch-screen shall be ordered separately • Fixed ring cell for 50.47mm diameter sample with upper and lower stones cutter ring and cylinder wall. The cell is supplied with additional outlet suitable for permeability test. • Fixed ring cell for 63.50mm diameter samples with upper and • lower stones cutter ring and cylinder wall. The cell is supplied • with additional outlet suitable for permeability test. • Permeability attachment with 50ml graduated burette suitable for ACE EmS • LAN Hub to connect up to 8 units 26-WF3120 A.C.E. to a single PC. • Lan cable from hub to PC includes. • Software for testing and data acquisition of one or more units of the following automatic consolidation and shear, Pc-controlled, group of machines: • Processing</p>	
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<p>and Reporting. All-in-one modular software for data processing and reporting for the following test and Standard: - Consolidation: EN 17892-5; ASTM D2435; AS 1289.6.6.1 - Direct/Residual Shear: EN 17892:10; ASTM D3080; AS 1289.6.2.2 - Triaxial Total Stress: EN 17892:9; ASTM D2850; AS 1289.6.4.1 - Triaxial Effective Stress: EN 17892:8; ASTM • D4767 and ASTM D7181; AS 1289.6.4.1 - Unconfined Test: EN 17892:7; ASTM D2166. Software can receive data from WF Standard or Automatic as well as third party machines. All of these templates have an independent trial period that can be activated by buying licence. This code is referred to a single template activation, in case of two or more templates shall be activated quantity shall be selected accordingly. • activated by buying licence. This code is referred to a single template activation, in case of two or more templates shall be activated quantity shall be selected accordingly.</p>	
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LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Proctor and CBR Compactor

Technical Requirements	Description
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<p>Automatic Proctor and CBR Compactor General requirements</p> <ul style="list-style-type: none"> • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Technical specification • The machine shall automatically perform programmable and uniform compaction cycles in full conformance to all standards. This automatic process should eliminate inconsistencies in test data generated by manual adjustments and guarantees accurate and reliable results every time. • The machine shall comply with the relevant Standards: EN 13286-2, EN 13286-47, ASTM D698, ASTM D1557, ASTM D1883, ASTM D558, AASHTO T99, AASHTO T180, AASHTO T193, • BS 1377:4, NF P94-093, NF P94-066, UNE 103-500, AS 1289.5.1.1, AS 1289.5.2.1 and other. • The Automatic Proctor/CBR Compactor shall feature the following specifications: <ul style="list-style-type: none"> • Fully automatic, accurate, programmable, and uniform compaction cycles providing repeatable test results. • Closed-loop control with Continuously measures and adjusts of the dropping height at each stroke during compaction assuring uniquely high precision throughout the whole compacting path. • Adjustable blow rate up to 30 strokes /min. • Automatic adjustment of dropping height via firmware (no need manual intervention) • Possibility to program (customer procedure area) up to 40 personalized user-defined procedures, these user programmable custom compaction cycles can be modified as any parameter (N° blows, position of the blows, N° layer, height, type of mould) at any time. • User-friendly HMI 	<p>Automatic Proctor and CBR Compactor</p>
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<p>based on high-resolution color graphical display 128 x 80 pixels and</p> <ul style="list-style-type: none"> • Compatibility with mould dia. 100 to 152.4 mm (4" and 6") • The machine is supplied with universal impact rammer including circular sectors dia. 50 mm and 2". • Double door system including transparent panels that provides a clear view and easy access to the testing chamber during compaction access to the test. • 1 Safety switches stop the machine when doors are open, and an emergency stop button is mounted on the control panel. Altogether, safe operation conforming to CE directives is assured • Quick an easy rammer swap and weight adjustment. 	
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Proctor Moulds and rammers conforming to ASTM

Technical Requirements	Description
<p>Proctor moulds and rammers conforming to ASTM General requirements</p> <ul style="list-style-type: none"> • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Proctor mold specification – 1pc Standard Proctor mould 105 mm diameter conforming to BS standard Volume (cm³): 1000 Internal diameter (mm): 105.0 Approx. weight (kg): 7.0 • Standard compaction rammer – 1pc Rammer diameter (mm):50 Free fall height (mm): 300 Rammer weight(kg): 2.5 • Standard compaction rammer – 1pc Rammer diameter (mm):50 Free fall height (mm): 450 Rammer weight(kg): 4.5 	<p>Proctor moulds and rammers conforming to ASTM</p>

Vibration Hammer

Technical Requirements	Description
<p>Vibration hammer General requirements</p> <ul style="list-style-type: none"> • The bidder must 	<p>1</p>

<p>provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Vibration hammer for soil and asphalt compaction to be used • with supporting frame- 230V/50-60Hz/1Ph • Constant speed with variable speed control • Durable aluminium housing • Soft grip and shock-absorbing handle • Easy to change tool by single-step holder • Variable lock mechanism to adjust tool at 12-step angle • Functional and robust design • Full load impact rate 2800 bpm • Overall dimensions (wxdxh): 130x530x380 mm • Weight approx.: 6.4 kg Accessories • Supporting frame for vibrating hammer • Large tamping foot 146 mm diameter head only • Small tamping foot 102 mm diameter head only • Shank 400 mm long for vibrating hammer</p>	
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LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

GFS Code: 3112217 - Laboratory equipment and instruments

Automatic Fiber Analyzer

Technical Requirements	Description
<p>FULLY AUTOMATIC FIBER ANALYZER General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Technical Specifications • The device must be of reputable brand/model • Measurement range: (0.1 – 100) % • Sample weight: (0.5 – 3) g • Capacity: 6</p>	<p>1</p>

<p>pieces/batch • Repeatability - ± 1 % relative at 5% - 30% fibre level • Pre-heating time: (10-12) min • Heating to boiling: (10-15) min • Display: touch color screen • Must be supplied with Crucible stand for 6 crucibles, crucible holder, acid tank, alkali tank, NDS tank, ADS tank • Water supply - Tap water minimum 2 l/min (4-25°C, depending on water pressure) • Rated Power: 2.2 KW • Power Supply: 220 VAC \pm 10% 50HZ • Approximately dimensions: 776mm \times 416mm \times 644mm Accessories/consumable • Crucibles, (porosity 160 - 250 μ), set of 6 • Crucibles, (porosity 100 - 160 μ), set of 6</p>	
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Moisture Balance

Technical Requirements	Description
<p>Moisture Balance General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Technical specification • Weighing capacity – 200g • Weighing resolution or readability - 0.01 g / 10 mg • Heating element - Halogen lamp, round, approx. \varnothing 90 mm / 3.54" • Drying temperature range - 40 ... 199°C / 104 ... 390°F, adjustable • Automatically and simultaneously dries and weighs solid samples for the determination of moisture content • Drying time - 1 ... 99 minutes, adjustable • Moisture content measuring range - 0 ... 100% • Memory - Stores up to 15 drying profiles or programs • Interface - RS-232 port • Display screen – Approx. 4.3" TFT color touchscreen display • Power supply – 220 - 240V / 50 Hz • Weight: 11.5 kg approx.</p>	<p>1</p>

Portable Density meter

Technical Requirements	Description
<p>PORTABLE DENSITY METER General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical Specifications • The device must comply with ASTM D 7777, IP 559 and ISO 15212-1 • Output parameters: Density, specific gravity, H2SO4 concentration (H2SO4 tables) • The device model must be able to determine H2SO4 concentration (H2SO4 tables) • For measuring the specific gravity and concentration of sulphuric acid • Measuring principle: Oscillating U-tube principle (U-tube made of borosilicate glass) • Measuring range: Density: 0 g/cm³ to 3 g/cm³ Temperature: 0 °C to 40 °C • Sample temperature range: 0 °C to 100 °C • Accuracy: Density: 0.001 g/cm³ Temperature: 0.2 °C • Repeatability: Density: 0.0005 g/cm³ Temperature: 0.1 °C • Reproducibility: Density: 0.0007 g/cm³ • Resolution: Density: 0.0001 g/cm³ Temperature: 0.1 °C • Power supply: Three 1.5 V LR06 AA alkaline batteries</p>	<p>1</p>

CONSTANT CLIMATE CHAMBER (Temperature and Humidity Chamber)

Technical Requirements	Description
<p>General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Power cables should be according to Tanzanian standards • Packing list Equipment Features • Control panel with LCD displays for temperature and humidity • LCD displays for set point and</p>	<p>1</p>

<p>actual point • Two (2) heated full-sight glass doors Technical Specifications • Setting temperature range: (10°C to 60°C) • Inner chamber volume – 1060L • Setting humidity range: (10% to 90%) Rh • Temperature Accuracy: 0.1°C • Humidity Accuracy: 0.5% Rh • fully insulated stainless steel doors with 2-point locking (compression door lock) • Floor-standing, featuring robust twin casters, with brakes at the front • Heated inner glass panes with 2-point locking mechanism • Data interfaces: Ethernet, USB • Number of shelves: 14 • Maximum load weight per shelf: Approx. 50Kg • Approximated dimensions; Interior dimension: Approx (1140 x1500x 950) mm Exterior dimension: Approx (1224x1661x1139) mm Accessories • Twenty (20) pieces of stainless steel slide-in drip trays (shelves)</p>	
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LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

GFS Code: 31122217 - Laboratory equipment and instruments

CBR Test Machine

Technical Requirements	Description
<p>CBR Test machine General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Compression testing machine with digital control panel, motorized ram, two-column structure and adjustable crossbeam. • Loading capacity: 50 kN. • Clearance between columns: 270 mm. • Test speed: adjustable from 0.05 mm/min up to 51 mm/min. •</p>	<p>1</p>

<p>Automatic closed loop control of test speed. • CBR and Marshall test speeds are saved in memory and easily recall. • Ram travel: 100 mm. • Total no. of channels: 7 (1 for actuator displacement, 2 for load and 4 for displacement). • 7inch touchscreen capacitive colour display 800 x 480 pixel for viewing realtime graph and test data. Effective resolution: 24bit. • Effective sampling rate: 100 Hz. • LAN-Ethernet bi-directional communication port for PC software connection and remote • control. • Rapid approach and rapid return functions. • Programmable upper limit of the travel. • Power rating: 750 W, 220-240V/50-60HZ/1PH</p> <p>Accessories I. Test set to perform the CBR test in digital mode, including: • Load cell 50 kN capacity • Adapter to fit load cell (two pieces) • Displacement transducer, 25 mm travel • Adjustable transducer holder • Adjustable CBR penetration piston II. Software with PC • Active software with remote control of the automatic testing machine • Data elaboration and test certificate printout • Data export in CSV and MS Excel format • Transducer calibration management • Adjustable sampling rate up to 50Hz • Including preset test configuration for Marshall Indirect Tensile CNR Splitting Tensile IDEAL-CT IDEAL-RT SCB [EN 12697-44 ASTM D8044 and AASHTO T393/TP124] ISS and Leutner Shear CBR Unconfined Uniaxial and universal test</p>	
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Field CBR Apparatus

Technical Requirements	Description
<p>Field CBR Apparatus General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • The Field CBR Test Set and Conversion Frame is used for performing manual CBR test in laboratory and on site • Supplied complete with the following components: 50 kN cap. mechanical jack Ball seating for 34-T0112 40 kN cap. load ring Adjustable CBR penetration piston Adjustable dial gauge holder Set of 3 extension rods and adapters Datum bar assembly including two tripod stands and a 1220 mm long aluminium bar 7 Penetration dial gauge, 30x 0.01 mm 0.2 349 kg slotted surcharge 9 4.5 kg slotted surcharge 4.5 4.5 kg anular surcharge Set of 4 extensions rods Extensible bridge support assembly including two tripod stands and a height adjustable aluminum bar Wooden case Accessories • Conversion frame for laboratory CBR tests • Vehicle bracket</p>	<p>1</p>

Relative Density test set for Cohesionless Soil

Technical Requirements	Description
<p>Relative Density test set for cohesionless soil General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Relative density of cohesionless soil test set. • ASTM Standard - D4253 and D4254 • For mixtures to be used in road construction. • The set Comprising of: Electromagnetic vibrating table with vibration frequency 3600</p>	<p>1</p>

r.p.m. amplitude range from 0.05 to 0.64 mm Separate control panel 0.1 cu.ft and 0.5 cu.ft mould sets Relative density gauge set Accessories • Pouring device set including 25 mm and 12,5 mm opening funnels	
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LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

GFS Code: 31122217 - Laboratory equipment and instruments

Sand density cone apparatus

Technical Requirements	Description
Sand density cone apparatus General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • Standard compliance ASTM D1556 and AASHTO T191 • Complete with: Double cone and Diameter inch/mm: 6.5" Plastic sand jar (2 pieces) Metal base plate with hole	1

SAND REPLACEMENT SET

Technical Requirements	Description
SAND REPLACEMENT SET 100 mm sand replacement set – 1pc • Standard compliance BS 1377:9 and BS 1924:2 • Complete with: Sand pouring cylinder Calibration can Density tray 150 mm sand replacement set – 1pc • Standard compliance BS 1377:9 and BS 1924:2 • Complete with: Sand pouring cylinder Calibration can Density tray 200 mm sand replacement set – 1pc • Standard compliance BS 1377:9 and BS 1924:2 • Complete with: Sand pouring cylinder Calibration can	1

Density tray	
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Impact Soil Tester

Technical Requirements	Description
Impact Soil Tester General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. Packing list Technical specification • The device is used to obtain an indication of the degree of soil compaction in road construction • Results can be directly correlated to the CBR test. • The unique microprocessor system automatically checks all readings throughout the test and displays the fourth reading as the Impact Value. • Battery operated (rechargeable) • Graphic display: 128×64 pixel • Measuring range up to 102 IV (Impact Value) • Dimensions (approx.): 140 x 140 x 700 mm • Weight approx.: 6.5 kg	1

Data Acquisition Unit (DATA LOGGER)

Technical Requirements	Description
Data Acquisition Unit (DATA LOGGER) General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Features • In-built battery operated with rigid carrying case suitable for use on field • 6” touch screen colour graphic display • Separate display for battery status • 8 independent input channels • Display of readings and graphs in real time • Unlimited storage capacity with USB pen drive • Contemporaneous data sampling of all channels in accordance to the programmable logging mode	1

<p>Technical specifications • Number of channels: 8 • Compatible with load cells, pressure transducers, strain gauges, LDT/LVDT/potentiometric displacement transducers • Communication port: LAN / Ethernet • Real resolution: 131,000 points • Data storage on removable USB pen drive • Sampling rate: up to 10 readings per second per channel via USB (up to 500 readings per second per channel via LAN when connected to a PC) • Excitation (VEXC): from 1 V to 10 V for each couple of channels (up to 4) • Input signal: 0-10 V; 0-20 mA • Battery operated: internal rechargeable sealed battery 12V, 7.2 Ah and built-in battery charger 110-230 V, 50-60 Hz, 1 ph. Power cable is included • Battery life: 8 hours in continuous use • Dimensions approx. [mm]: 265x171x223</p>	
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LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

GFS Code: 31122217 - Laboratory equipment and instruments

Digital Air Jet Sieve Shaker

Technical Requirements	Description
<p>Digital Air Jet sieve shaker General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification • Digital Air Jet sieve shaker for dry granulometric testing of particles from 5 m to 4 mm to EN933-10 and EN 196-6. • The machine must be supplied complete with plexiglass cover. Dedicated sieves 25 mm height</p>	<p>1</p>

<p>and vacuum unit. • Power supply - 220 - 230V, 50-60Hz Accessories • Vacuum generator [aspirator] for digital air jet sieve shaker complete with connection hose. Pressure differential up to 6.5 kPa. 220-230V/50Hz • Pack of 4 spare paper bags and 1 filter cartridge for vacuum unit • 200 mm diameter EN sieve opening. 63 µm • 200 mm diameter EN sieve opening. 90 µm • 200 mm diameter EN sieve opening. 125 µm • 200 mm diameter EN sieve opening. 2mm</p>	
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Bottle Roller

Technical Requirements	Description
<p>Bottle Roller General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. Packing list Technical specification • Designed to simulate the action of hand-rolling during the testing of aggregates • Power: 90 W • Dimensions: 424 x 195 x 275 mm (W x D x H) • Weight: 8.5 kg (approx.) • Air-tight glass container 1 l cap.</p>	<p>1</p>

Bearing Plate Test Apparatus Complete- Electronic Configuration

Technical Requirements	Description
<p>Bearing Plate Test Apparatus complete- Electronic Configuration General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list Technical specification • Plate bearing hydraulic assembly 500 kN cap - composed by double-stage, manual pump,</p>	<p>1</p>

<p>cylinder extension rods and spherical seat with magnetic connection • Pressure gauge and flexible metal pipe 5mtr. • Special ball and socket arrangement between the jack and the bearing plate • Extension rod 12MM. dia x 25cm long for taking dial gauge readings • Magnetic base with female thread on top for holding extension rod • Top end plate, 50mm, dia with male thread for fitting onto the extension rods and positioning the dial gauge plunger • Column 15cm dia x 25cm long with flanges complete with four bolts and nuts • Column 15cm x 50cm long with flanges complete with four bolts and nuts • Bridge support of welded steel angle construction, 5 mtr. span and stands approximately 30cm, high, fitted with two quick release clamps after positioning and holding the dial bracket Accessories • Set of four cables for connecting load cells pressure transducers strain gauges LDT / LVDT / potentiometric type displacement transducers • Pressure transducer 0-700 bar • connecting cable for pressure transducer • Adjustable support for displacement gauge to be fitted on the datum bar of the plate bearing test equipment compatible with all displacement gauge. • It also includes a magnetic reference disk to be positioned on the loading plate • Linear potentiometric transducer 50 mm travel with cable 6 pin connector • Loading plate 160 mm [6"] dia x 25 mm [1"] suitable for bearing test equipment. • Supplied complete with carrying handles and centering pin. • Loading plate 300 mm [12"] dia x 25 mm [1"] suitable for</p>	
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<p>bearing test equipment. • Supplied complete with carrying handles and centering pin. • Datum bar 2.5 m long for bearing test equipment. • Aluminium made easy mounting height adjustable complete with supports • and spirit level. • Upgrading kit to extend the datum bar to 5.5 m • Extension kit to extend the datum bar from 2.5 m to 5.5 m. • Wooden carrying case for datum bar 2.5 m • Wooden wheeled carrying case suitable to transport the hydraulic assembly 100, 200, 500 kN plate bearing test apparatus • Wooden box for loading plates dia. 456 mm [18"]; 608 mm and 760 mm</p>	
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Sand absorption cone and tamper

Technical Requirements	Description
<p>General requirements • The bidder must provide warrant not less than one year • Specification offered by a bidder must be from published documents • Installation, training and commissioning to be done by the supplier. • Packing list • The device is used for determining the specific gravity and absorption of fine aggregates. • Made from steel protected against corrosion • Weight approx.: 250 g</p>	<p>1</p>

Drawings

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Computerized Oedometer and Front Loading Oedometer (Manual))

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

31122217 Laboratory equipment and instruments

Attachment is not Applicable for this item.

Inspection and Tests

LOT NO. TR34/2025/2026/G/41/1

Supply, installation, testing, training and commissioning of Testing Equipment (Tile Surface Abrasion Machine and Deep Abrasion Machine)

GFS Code: 31122217 - Laboratory equipment and instruments

TILE SURFACE ABRASION MACHINE

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

DEEP ABRASION MACHINE

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.

Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

LOT NO. TR34/2025/2026/G/41/2

Supply, installation, testing, training and commissioning of Testing Equipment (Ultrasonic Cleaning Apparatus, Auger Power Head, Pocket Penetrometer, Dial Penetrometer and Laboratory Vane Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

ULTRASONIC CLEANING APPARATUS

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

DIAL PENETROMETER

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

AUGER POWER HEAD

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)

Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LABORATORY VANE APPARATUS

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Pocket Penetrometer –

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation

Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/3

Supply, installation, testing, training and commissioning of Testing Equipment (Pocket Shear Vane Device, Field Inspection Vane Tester, Motorized Horizontal Sample Extruder and Universal Extruder)

GFS Code: 31122217 - Laboratory equipment and instruments

MOTORIZED HORIZONTAL SAMPLE EXTRUDER

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	Not Applicable
Costs for any re-inspection required	Borne by supplier (if required)

FIELD INSPECTION VANE TESTER

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications

Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

POCKET SHEAR VANE DEVICE

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be

Costs for any re-inspection required	Borne by the supplier (if any)
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UNIVERSAL EXTRUDER

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer’s Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

LOT NO. TR34/2025/2026/G/41/4

Supply, installation, testing, training and commissioning of Testing Equipment (“Soil Lathe, Trimmer, Extruder”, “Carbide Meter”, “Desiccator Cabinet” and “Pyknometers and Hydrometers”)

GFS Code: 31122217 - Laboratory equipment and instruments

Desiccator cabinet

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer’s Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.

Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Soil Lathe, Trimmer, Extruder

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Carbide Meter

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the

	requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Pyknometers and Hydrometers

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

LOT NO. TR34/2025/2026/G/41/5

Supply, installation, testing, training and commissioning of Testing Equipment (Cone Penetrometer tester; Casagrande Apparatus; Plastic Limit Set; Shrinkage Limit Set; and Chemical Tests Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Casagrande Apparatus

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Cone penetrometer tester

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out

	prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Chemical Tests Apparatus

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Plastic limit set

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).

Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Shrinkage Limit Set

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/7

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Shear

Testing Machine; Automatic Ring Shear Machine; and Triaxial System Apparatus)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Ring Shear Machine

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Triaxial System Apparatus

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.

Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	Borne by supplier (if required)
Costs for any re-inspection required	Borne by the supplier (if any)

Automatic shear Testing Machine

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/6

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Computerized Oedometer and Front Loading Oedometer (Manual))

GFS Code: 31122217 - Laboratory equipment and instruments

Front Loading Oedometer (Manual)

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be

	acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Automatic Computerized Oedometer

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/8

Supply, installation, testing, training and commissioning of Testing Equipment (Automatic Proctor and CBR Compactor; Proctor moulds and rammers conforming to ASTM; and Vibration hammer)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Proctor and CBR Compactor

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Proctor Moulds and rammers conforming to ASTM

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out

	prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Vibration Hammer

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/9

Supply, installation, testing, training and commissioning of Testing Equipment (Constant Climate Chamber (Temperature and Humidity Chamber); Fully automatic Fiber Analyzer; Portable density meter; and Moisture balance)

GFS Code: 31122217 - Laboratory equipment and instruments

Automatic Fiber Analyzer

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Moisture Balance

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)

Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Portable Density meter

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

CONSTANT CLIMATE CHAMBER (Temperature and Humidity Chamber)

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.

Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/10

Supply, installation, testing, training and commissioning of Testing Equipment (Field CBR Apparatus; Relative Density test set for cohesionless soil; and CBR Test machine)

GFS Code: 31122217 - Laboratory equipment and instruments

CBR Test Machine

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Field CBR Apparatus

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be

	acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Relative Density test set for Cohesionless Soil

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

LOT NO. TR34/2025/2026/G/41/11

Supply, installation, testing, training and commissioning of Testing Equipment (Sand density cone apparatus; Sand replacement set; Impact Soil Tester; and Data Acquisition Unit (Datalogger)

GFS Code: 31122217 - Laboratory equipment and instruments

Sand density cone apparatus

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

SAND REPLACEMENT SET

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be

	carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Impact Soil Tester

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Data Acquisition Unit (DATALOGGER)

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at

	manufacturer’s Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

LOT NO. TR34/2025/2026/G/41/12

Supply, installation, testing, training and commissioning of Testing Equipment (“Sand absorption cone and tamper”, “Digital Air Jet sieve shaker”, “Bottle Roller” and “Bearing Plate Test Apparatus complete- Electronic Configuration”)

GFS Code: 31122217 - Laboratory equipment and instruments

Digital Air Jet Sieve Shaker

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer’s Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)

Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Bottle Roller

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

Bearing Plate Test Apparatus Complete- Electronic Configuration

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.

Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by supplier (if required)
Arrangements and costs for any re-inspection required	Borne by supplier (if required)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by supplier (if required)

Sand absorption cone and tamper

Inspection Item	Inspection Description
Items subject to Inspection and Tests	All as per specifications
Type of inspection or tests and the standards to be met	As prescribed in GCC- Clause 22 and the goods to be acceptable must meet at least 95 percent of the requirements provided in the contract during User Acceptance Test (UAT).
Location of the inspection or tests	Pre shipment inspection and test shall be carried out at manufacturer's Factory as prescribed under GCC-Clause 22 and final acceptance test shall be carried out in Dar es Salaam, Tanzania.
Inspection agency	Relevant inspection agency as provided in this contact.
Timing of the inspection	Manufacturer inspection and tests shall be carried out prior shipment but quality assurance tests shall be carried out by the purchaser team shall be carried out throughout contract implementation.
Notifications or documentation required from the provider	As specified in GCC- clause 13 and other terms and condition of the contract.
Provision of any samples for inspection	Not Applicable
Cost of the inspection	Borne by the supplier (if any)
Arrangements and costs for any re-inspection required	Borne by the supplier (if any)
Any other relevant details	As the case may be
Costs for any re-inspection required	Borne by the supplier (if any)

PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

A. Contract and Interpretation

1. Definitions

1.1

The following words and expressions shall have the meanings hereby assigned to them:

- a) **“Adjudicator”** is the person appointed by the parties as specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 59 hereunder.
- b) **Arbitrator** is the person appointed by the appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 46
- c) **“Base Date”** means the date 28 days prior to the latest date for submission of the Tender.
- d) **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the instruction to commence the works issued by the Project Manager.
- e) **“Commissioning”** means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in Sub-**Clause 24.1** [Commissioning and Operational Acceptance-Commissioning] hereof, for the purpose of carrying out Guarantee Test(s).
- f) **“Completion”** means that the Facilities (or a specific part thereof where specific parts are specified **in the SCC**) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed; in other words, that the Facilities or specific part thereof are ready for Commissioning as provided in **Clause 23** [Completion of Facilities] hereof.
- g) **“Contract Documents”** means the documents listed in Article 1.1 (Contract Documents) of the Form of Agreement (including any amendments thereto).
- h) **“Contract Price”** means the amount accepted in the Letter of Acceptance for the supply and installation of the plants and equipment including the remedying of any defects and thereafter as may be adjusted in accordance with the provisions of the contract.
- i) **“Contract”** means the Agreement entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- j) **Contract Effectiveness Date** means the date shown in the Certificate notice of Contract Commencement issued by the Purchaser Contract Manager upon fulfilment of the conditions precedent stipulated in GCC 3.
- k) **“Contractor”** means the person(s) whose tender to perform the Contract has been accepted by the and the legal successors in title to this person.

In a contract for the supply and installation of plants and equipment, the contractor is the party responsible for executing the work outlined in the contract, this includes supply the necessary equipment, machinery, and materials required for the project. The contractor is responsible for the proper installation of the supplied equipment, ensuring it is set up according to specifications and industry standards. The contractor may also oversee the project, coordinating schedules, managing subcontractors, and ensuring compliance with safety regulations

- l) **“Contractor’s Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor,

but does not include Goods, or other things intended to form or forming part of the Facilities.

m) **“Country of Origin”** means the countries specified and territories eligible under the PPA 2011 as Amended in 2016 and its corresponding Regulations as further elaborated in Section VI [Eligible Countries]. Country of Origin details will be available in the Contract Finalization Information Section in the Contract Agreement.

n) **“Day”** means calendar day.

o) **“Defects Liability Period”** means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in **Clause 26** [Defect Liability] hereof.

p) **“Dispute Avoidance and Resolution Board” (DARB)** means one or three persons appointed under Sub-Clause 44.1 [Appointment of the Dispute Avoidance and Resolution Board] or Sub-Clause 45.1 [Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board]

q) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) and environmental pollution).

r) **“Facilities”** means the Goods to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

s) **“Force Majeure”** shall mean any event beyond the reasonable control of the Purchaser or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies

t) **“GCC”** means the General Conditions of Contract hereof.

u) **“Goods”** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under **Clause 6.3** [Scope of Facilities] hereof but does not include Contractor’s Equipment.

v) **“Guarantee Test(s)”** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of **Sub-Clause 24.2** [Commissioning and Operational Acceptance-Guarantee Test].

w) **Intended Completion Date** means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is determined based on the number of days specified in the **SCC**. The Intended Completion Date may be revised only by the Project Manager, in consultation with the Purchaser, by issuing an extension of time or an acceleration order.

x) **“Supply and Installation Services”** means all those services ancillary to the supply of the Goods for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.

y) **“Month”** means a calendar month.

z) **“Operational Acceptance”** means the acceptance by the Purchaser of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of **Clause 27** [Functional Guarantees] hereof and shall include deemed acceptance in accordance with **Clause 24**[Commissioning and Operational Acceptance] hereof.

aa) **Performance Certificate** means a document issued by Project Manager upon correction of defects by the Contractor.

bb) **“Pre-commissioning”** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in **Clause 23** [Completion of Facilities] hereof.

cc) **“Project Manager”** means the person appointed by the Purchaser who is responsible for supervising the supply and installation works and administering the Contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.

dd) **“Purchaser”** means the person named as such in the SCC and includes the legal successors or permitted assigns of the Purchaser.

ee) **“SCC”** means the Special Conditions of Contract.

ff) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

“Sexual Exploitation” means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

“Sexual Abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

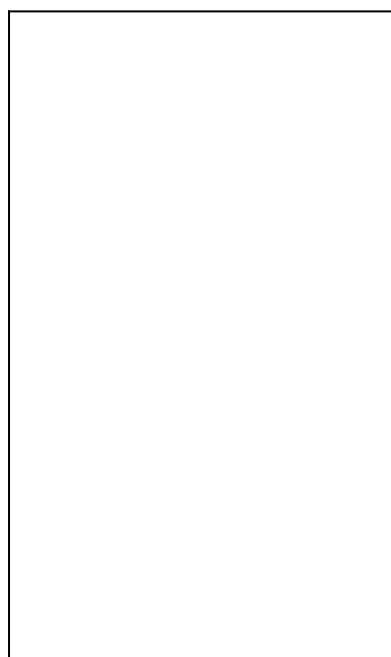
gg) **“Sexual Harassment” “(SH)”** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Purchaser’s Personnel.

hh) **“Site”** means place(s) where works are to be or are executed including storage and working areas and to which Plant and Materials are to be delivered, and any other place(s) specified in the Contract as forming part of the Site as specified in the SCC.

ii) **“Subcontractor,”** including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Goods, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

jj) **Sustainable Public Procurement (SPP)** means a process whereby the Purchaser meets the need for goods, services and works in a way that achieves value for money on a whole lifecycle basis in terms of generating benefits not only to the Purchaser but also to society and the economy, whilst minimizing damage to the environment;

kk) **Tender** means the Form of Tender and all other documents



which the tenderer submitted with the Form of Tender, as included in the Contract

ll) **“Tenderer’s Representative”** means any person nominated by the Contractor and named as such **in the SCC** and approved by the Purchaser in the manner provided in Sub-**Clause 16.2** [Tenderer’s Representative and Construction Manager] hereof to perform the duties delegated by the tenderer. Details of the tenderer representative will be available in the Contract Finalization Information Section in the Contract Agreement.

mm) **“Tenderer”** means the person(s) whose tender to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assignees of the tenderer as specified in the Contract Finalization Information Section in the Contract Agreement.

nn) **“Time for Completion”** means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the specifications **in the SCC** and the relevant provisions of the Contract.

2. Interpretation

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

2.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under Subclause 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

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

- a) Form of Contract
- b) Letter of Acceptance
- c) Form of Tender
- d) Special Conditions of Contract,
- e) General Conditions of Contract,
- f) Specifications
- g) Drawings;
- h) Bills of Quantity/ Price Schedule;
- i) Performance Securities;
- j) Power of Attorney; and
- k) Any other document listed in the **SCC** as forming part of the Contract including Minutes of Negotiation, JV Agreement where applicable. [This should be shown as Appendices: From Appendix 1 - Appendix nth]

2.4 Persons

Words importing persons or parties shall include firms, corporations and government entities.

2.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by *Incoterms*.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

2.6 Entire Agreement

Subject to Sub- **Clause** 15.4 [Confidential Information] hereof, the Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

2.8 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Purchaser.

2.9 Liability of Joint Venture or Consortium

2.9.1. If the Contractor is a joint venture or consortium of two or more persons, all such firms shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Purchaser.

2.9.2 If the Contractor constitutes a JV under preference schemes:

- a) The JV Agreement shall form part of the main contract between the Contractor and Purchaser; and
- b) A breach of the terms and conditions of JV by either party may lead to termination of the Contract or other legal measures including debarment of the JV and its Directors.

2.10 Non-Waiver

2.10.1 Subject to Sub-Clause 2.10.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and

			conditions of the Contract.
	2.12		<u>Country of Origin</u>
			“Origin” means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.
3.Condition Precent	3.1		The Contract shall come into effect after the Contractor fulfilling the conditions precedent stated in the SCC
	3.2		If the Condition precedent stipulated on Sub-Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3		If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Contractor a Certificate of Contract Commencement, which shall confirm the contract effectiveness date.
4.Notification	4.1		Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Finalization Information Section in the Contract Agreement, with the following provisions:
		4.1.1	Any notice sent by cable, telegraph, telex, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
		4.1.2	Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
		4.1.3	Any notice delivered personally or sent by cable, telegraph, telex, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.
		4.1.4	Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days’ notice to the other party in writing.
	4.2		Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
5.Governing Language	Laws and	5.1	The language of the Contract and the law governing the Contract are stated in the SCC.

B. Subject Matter of Contract

<p>6. Scope of Facilities</p>	<p>6.1</p>	<p>Unless otherwise expressly limited in the Technical Specifications, the Contractor’s obligations cover the provision of all Goods and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Goods and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in Sub-Clause6.3 below) and accessories; Contractor’s Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as set forth in the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement.</p>
	<p>6.2</p>	<p>The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.</p>
	<p>6.3</p>	<p>In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Purchaser and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefore and other costs and expenses (including the Contractor’s fees) relating to the supply of spare parts.</p>
<p>7. Time for Commencement and Completion</p>	<p>7.1</p>	<p>The Contractor shall commence work on the Facilities within the period specified in the SCC and without prejudice to Sub-Clause 25.2 [Completion Time Guarantee] hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix (Time Schedule) to the Agreement.</p>
	<p>7.2</p>	<p>The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under Clause 39 [Extension of Time for Completion] hereof.</p>
	<p>7.3</p>	<p>The commencement date for supply and installation shall be after all condition’s precedent have been fulfilled and both Parties have agreed on such fulfilment and the Project Manager’s instruction to commence the Works is received by the Supplier. The conditions precedent to be fulfilled are as follows: - (a) except if otherwise specified in the SCC, possession of the Site given to the Supplier together with such permission(s) as required for the</p>

commencement of the installation services; and

(b) receipt by the Supplier of the Advance Payment under **GCC 11.3** [Terms of Payment] provided that the corresponding bank guarantee has been delivered by the Supplier.

If the above said Project Manager's instruction is not received by the Supplier within 180 days from contract effective date, the Supplier shall be entitled to terminate the Contract pursuant to **GCC 41.3** [Termination by Supplier].

8. Contractor's Responsibilities

- 8.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.
- 8.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Purchaser, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to tender submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities
- 8.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the United Republic of Tanzania where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under Sub-Clause 9.3 [Purchaser's Responsibilities] hereof and that are necessary for the performance of the Contract.
- 8.4 The Contractor shall comply with all laws in force in the United Republic of Tanzania and local by-laws where the Facilities are installed and where the Installation Services are carried out. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to Clause 9.1 [Purchaser's Responsibilities] hereof.
- 8.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under Clause 1 [Definitions-Country of Origin].
- 8.6 The Contractor shall permit the Purchaser 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 Purchaser, if so required by the Purchaser
- 8.7 The Supplier shall conform to the sustainable procurement contractual provisions as specified in the SCC.
- 8.8 The Supplier shall involve graduate trainees in the implementation of the project and train them in the specified area (s) of expertise, if so required by the Purchaser
- 8.9 Supplier shall have a code of conduct for the Supplier personnel employed for the execution of contract at the project site.

- 8.10 The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the contract, including appropriate sensitization on prohibition of SEA, health and safety. The Supplier shall also provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel
9. Purchaser's Responsibilities
- 9.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser as described in the corresponding Appendix 6[Scope of Works and Supply by the Purchaser] to the Contract, except when otherwise expressly stated in the Contract.
- 9.2 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding **Appendix 6** [Scope of Works and Supply by the Purchaser] to the Agreement. The Purchaser shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.
- 9.3 The Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the United Republic of Tanzania. Such authorities or undertakings require the Purchaser to obtain them in the Purchaser's name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the Purchaser of their respective obligations under the Contract), and are specified in the corresponding Appendix 6 [Scope of Works and Supply by the Purchaser] to the Agreement.
- 9.4 If requested by the Contractor, the Purchaser shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 9.5 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Contractor, the Purchaser shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement at or before the time specified in the programme furnished by the Contractor under Sub-Clause 17.2 [Work Program] hereof and in the manner thereupon specified or as otherwise agreed upon by the Purchaser and the Contractor.
- 9.6 The Purchaser shall be responsible for the continued operation of the Facilities after Completion, in accordance with Sub-Clause 23.8 [Completion of the Facilities], and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with Sub-Clause 26.2 [Defects Liability Period].
- 9.7 All costs and expenses involved in the performance of the obligations under this Clause⁹ [Purchasers Responsibility] shall be the responsibility of the Purchaser, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with Sub-Clause 26.2 [Defects Liability Period]

C. Payment

10. Contract Price

10.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Agreement.

10.2 Unless indicated otherwise in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.

Price Adjustment

Where the Contract Period(excluding the Defects Liability Period) exceeds eighteen (18) months,it is normal procedure that prices payable to the Supplier shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labour and material components. In such cases the Tendering documents shall include a formula as provided in the Price Adjustment Formula.

Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included that the prices are to remain firm and fixed for the duration of the Contract.

Price Adjustment Formula

Prices payable to the Supplier, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

$$P_1 = P_0 \times ((a + b(L_1/L_0) + c(M_1/M_0)) - P_0)$$

which:

- P₁= adjustment amount payable to the Supplier P₀= Contract price (base price)
- a =fixed element representing profit and overhead in Contract price (a = %)
- b =estimated percent of labour component in Contract price (b = %)
- c =estimated percent of plant & equipment component in Contract price (c = %)
- L₀,L₁= labour indexes applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively
- M₀,M₁=material indexes for the major raw materials in the country of origin on the base date and the date for adjustment, respectively

The sum of the three coefficients a, b and c shall be one (1) in every application of the formula.

Conditions Applicable to Price Adjustment

The Tenderer shall indicate the source of labour and materials indexes and the base date indexes in its tender.

Item Source of Indexes Used Base Date Indexes

The base date shall be the date thirty (30) days prior to the Tender closing date. The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant. The following conditions shall apply:

(a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.

(b) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Purchaser under the terms of the Contract. No price increase will be allowed for periods of delay for which the Supplier is responsible. The Purchaser will, however, be entitled to any price decrease occurring during such periods of delay. (c)The total adjustment (plus or minus) shall be subject to a ceiling percent specified in SCC of the Contract price.

(d)If the currency in which the Contract price, P₀, is expressed is different from the currency of the country of origin of the labour and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z₀/Z₁ Where:

- Z₀= the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and
- Z₁= the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

(e) No price adjustment shall be payable on the portion of the Contract price paid to the Supplier as an advance payment.

10.3 Subject to Sub-**Clause**8.2 [Contractor’s Responsibilities], Sub-Clause 9.1 [Purchaser’s Responsibilities] and Clause 34[Unforeseen Conditions] hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11. Terms of Payment

11.1 **Terms and Procedures of Payment**

In accordance with the provisions of GCC Clause 11 (Terms of Payment), the Purchaser shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Tenderer unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

a. Schedule No. 1. Goods Supplied from Abroad

In respect of goods supplied from abroad, the following payments shall be made: An advance payment as an interest-free loan for mobilisation and cash flow support to the Contractor, upon submitting a request for advance payment using Advance Payment Request Form in the format provided in Section X [Contract Forms) and provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Purchaser in amounts and currencies equal to the advance payment. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **SCC** of the total EXW amount. The advance payment security may be reduced in proportion to the value of the goods shipped FOB or delivered to the site, as evidenced by shipping and delivery documents.

The Contractor shall not use the advance payment for any other purpose than that intended under 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.

After receipt of invoice and shipping documents stated in SCC of the total or pro-rata based on Incoterms stated in “**SCC**” within sixty (60) days. In the event that shipping is delayed upon the written instruction of the Purchaser for more than twenty-eight (28) days beyond the date shown in the Programme of Performance provided in accordance with GCC sub-Clause 17.2, the Contractor may make application for this part of the payment against warehouse receipts, provided always that the goods are ready for shipment on the date shown in the said Programme. On Shipment Payment Percent stated in SCC of the total or pro rata based on Incoterms stated in SCC upon delivery to Site within sixty (60) days after receipt of invoice, less eighty percent (80%) of the FOB amount already paid or authorized for payment.

On Completion Payment Percent as stated in SCC of the total or pro rata based on Incoterms stated in SCC upon issue of the Completion Certificate, within sixty (60) days after receipt of invoice.

On Acceptance Payment Percent as stated in SCC of the total or pro rata based on Incoterms stated in SCC upon issue of the Operational Acceptance Certificate, within sixty (60) days after receipt of invoice.

b. Schedule No. 2. Goods Supplied from within the United Republic of Tanzania

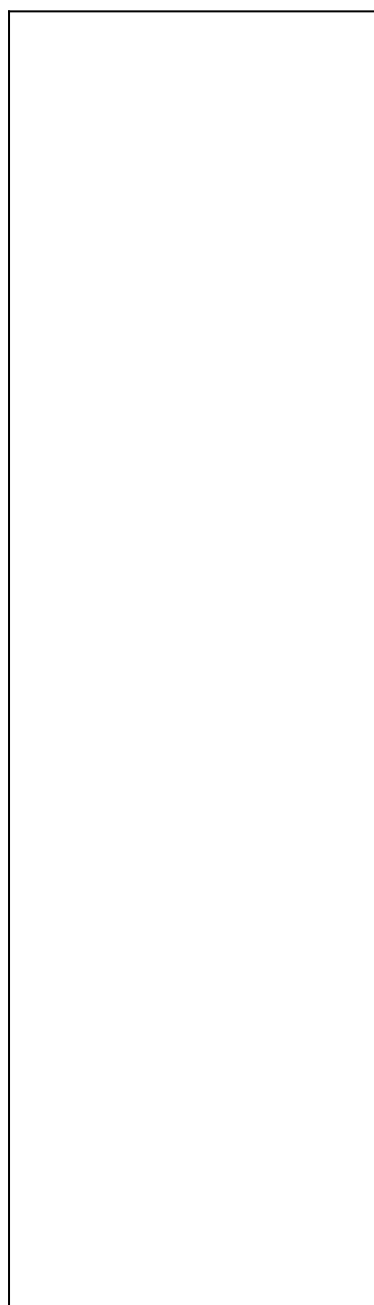
In respect of goods supplied from within the, United Republic of Tanzania the following payments shall be made:

An advance payment equivalent to amount stated in SCC of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of the goods delivered to the site, as evidenced by shipping and delivery documents.

On Delivery Payment Percent of the amount stated in SCC of the total or pro rata EXW amount upon Incoterm “Ex-Works,” upon delivery to the site within forty-five (45) days after receipt of invoice.

On Completion Payment Percent as stated in SCC of the total or pro rata EXW amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

On Acceptance Payment Percent as stated in SCC of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.



c. Schedule No. 3. Local Transportation

In respect of local transportation for both the foreign currency (where applicable) and the local currency portions, the following payments shall be made:

An advance payment equivalent to percentage stated in SCC of the total local transportation amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of the Goods delivered to the site, as evidenced by shipping and delivery documents. On Transport Delivery Payment equivalent to Percent as stated in SCC of the total or pro rata local transportation amount upon delivery to the site within forty-five (45) days after receipt of invoice.

d. Schedule No. 4. Installation Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

An advance payment equivalent to percentage stated in SCC of the total installation services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.

On Measured Installation Work Payment equivalent to percent stated in SCC of the measured value of work performed by the Contractor, as identified in the said Programme of Performance, during the preceding month, as evidenced by the Purchaser's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice.

On Delivery Payment equivalent to Percent stated in SCC of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser's authorization of the Contractor's monthly applications, upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

On Acceptance Payment equivalent to Percent stated in SCC of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

- 11.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Facilities or any part(s) thereof.
- 11.3 Unless otherwise specified in the SCC, the event of a late payment by the Purchaser, the Supplier shall be entitled to an interest on the delayed payment, which will be included in the next payment. Interest shall be calculated from the due date of the payment until the actual date of payment, at the prevailing rate issued by the Bank of Tanzania (BOT) as of the Contract signing date, for each currency involved (domestic or foreign). The interest rate shall be the prevailing overall time deposit rate issued by BOT for each currency of payment as specified in the SCC. If negotiated, this rate shall not exceed 1% above the BOT prevailing rate. However, interest on delayed payments shall not exceed 10% of the unpaid amount and at this point the Supplier may consider terminating the Contract.
- 11.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the corresponding Appendix (Terms and Procedures of Payment) to the Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's Tendering
- 11.5 All payments shall be made in the currency or currencies specified in the



corresponding Appendix (Terms and Procedures of Payment) to the Agreement, pursuant to Sub-**Clause** 11.4.

12. Securities

12.1

Issuance of Securities

The Contractor shall provide the securities specified below in favour of the Purchaser at the times, and in the amount, manner and form specified below.

12.2

Advance Payment Security

12.2.1 The Contractor shall, within fourteen (14) working days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the corresponding Appendix (Terms and Procedures of Payment) to the Agreement, and in the same currency or currencies.

12.2.2 The security shall be in the form provided in the tendering documents or in another form acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Purchaser. The security shall be returned to the Contractor immediately after its expiration.

12.2.3 The Security shall remain effective until the advance payment has been repaid, but the amount of the Security shall be progressively reduced by the amounts repaid by the Supplier. Interest will not be charged on the advance payment

12.3

Performance Security

12.3.1 **The Performance Security**, and, if applicable, an ES Performance Security, shall be provided to the Purchaser within Fourteen (14) working days after receipt of the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the **SCC** and in accordance with the conditions of contract.

12.3.2 The Performance Security, and, if applicable, an ES Performance Security as specified in the **SCC**, 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.

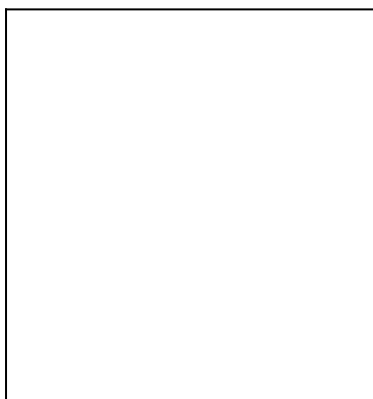
12.3.3 Where circumstances necessitate the amendment of the contract after signature, and such amendment is affected, the Purchaser shall require the Contractor to provide additional Performance Security, and, if applicable, an ES Performance Security, to cover any cumulative increase of more than ten percent of the Original Contract Price.

12.3.4 The Performance Security, and, if applicable, an ES Performance Security, shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms of bank guarantees provided in the tendering documents, as stipulated by the Purchaser **in the SCC**, or in another form acceptable to the Purchaser.

12.3.5 The Performance Security, and, if applicable, an ES Performance Security shall automatically be reduced by half on the date of the



Operational Acceptance and shall become null and void, eighteen (18) months after Completion of the Facilities or twelve (12) months after Operational Acceptance of the Facilities, whichever occurs first;



provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to Sub-Clause 26.8[Defects Liability Period Period] hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The Performance Security, and, if applicable, an ES Performance Security shall be returned to the Contractor, within 28 days after receiving a copy of the Operational Performance Certificate. provided, however, that if the Contractor, pursuant to Clause 26.10 [Defects Liability Period], is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount specified **in the SCC**.

13. Taxes and Duties

- 13.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the United Republic of Tanzania where the Site is located.
- 13.2 Notwithstanding Sub-**Clause** 13.1 above, the Purchaser shall bear and promptly pay all customs and import duties as well as other local taxes like, e.g., a value added tax (VAT), imposed by the law of the United Republic of Tanzania on the Goods specified in Price Schedule No. 1 and that are to be incorporated into the Facilities.
- 13.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the United Republic of Tanzania, the Purchaser shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 13.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Form of Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in the United Republic of Tanzania (hereinafter called “Tax” in this Sub**Clause**13.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be, in accordance with **Clause**35 [Changes of Law and Regulations] hereof.

D. Intellectual Property

14. Patent and Copyright	14.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	14.2	The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Purchaser directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Confidential Information	15.1	Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause 15 .
	15.2	The Purchaser shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of Goods, construction or such other work and services as are required for the performance of the Contract.
	15.3	The obligation of a party under Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which (a) now or hereafter enters the public domain through no fault of that party (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	15.4	The above provisions of this Clause15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
	15.5	The provisions of this Clause15 shall survive termination, for whatever reason, of the Contract.

E. Execution of the Facilities

16. Representatives

16.1

Project Manager

16.1.1 If the Project Manager is not named in the Contract, then within Seven (7) working days of the Contract Effective Date, the Purchaser shall appoint and notify the Contractor in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

16.1.2 All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.

16.1.3. The Project Manager shall have no authority to amend the contract.

16.2

Contractor's Representative & Project Manager

16.2.1 If the Contractor's Representative is not named in the Contract, then within Seven (7) working days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser makes no objection to the appointment within Seven (7) working days, the Contractor's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within Seven (7) working days giving the reason thereof, then the Contractor shall appoint a replacement within Seven (7) working days of such objection, and the foregoing provisions of this Sub-**Clause**16.2.1 shall apply thereto.

16.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

16.2.3 All notices, instructions, information and all other communications given by the Purchaser or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

16.2.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in Sub-**Clause**16.2.1.

16.2.5 The Contractor's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Sub-**Clause** 16.2.5 shall be deemed to be an act or exercise by the Contractor's Representative.

16.2.6 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

16.2.7 The Purchaser may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under Sub-**Clause** 21.3 [Installation]. The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

16.2.8 If any representative or person employed by the Contractor is removed in accordance with Sub-**Clause** 16.2.5, the Contractor shall, where required, promptly appoint a replacement.

17. Work Programme

17.1

Contractor's Organization

The Contractor shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.

17.2

Programme of Performance

Within twenty-eight (28) days after the date of signing the Agreement, the Supplier shall prepare and submit to the Project Manager a detailed programme of performance of the Contract shall be in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Supplier reasonably requires that the Purchaser shall have fulfilled its obligations under the Contract so as to enable the Supplier to execute the Contract in accordance with the programme and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The programme so submitted

		<p>by the Supplier shall accord with the Time Schedule included in the corresponding Appendix (Time Schedule) to the Agreement and any other dates and periods specified in the Contract. The Supplier shall update and revise the programme as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given under GCC 7.2 [Time for Commencement and Completion] and any extension granted in accordance with Clause 39 [Extension of Time for Completion], and shall submit all such revisions to the Project Manager.</p>
	17.3	<p><u>Progress Report</u></p> <p>The Contractor shall monitor progress of all the activities specified in the programme referred to in Sub-Clause17.2above and supply a progress report to the Project Manager every month.</p> <p>The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the programme, giving comments and likely consequences and stating the corrective action being taken.</p>
	17.4	<p><u>Progress of Performance</u></p> <p>If at any time the Contractor’s actual progress falls behind the programme referred to in Sub-Clause 17.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Purchaser or the Project Manager, prepare and submit to the Project Manager a revised programme, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under Sub-Clause 7.2, any extension thereof entitled under Sub-Clause39.1, or any extended period as may otherwise be agreed upon between the Purchaser and the Contractor.</p>
	17.5	<p><u>Work Procedures</u></p> <p>The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Sample Forms and Procedures of the Contract Documents.</p> <p>The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.</p>
18. Subcontracting	18.1	<p>The corresponding Appendix (List of Approved Subcontractors) to the Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Purchaser for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.</p>
	18.2	<p>The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in Sub-Clause18.1 The Contractor shall give fair and reasonable opportunity for local Suppliers or Vendors or Contractors from the Country to be appointed as Subcontractors.</p>
	18.3	<p>For items or parts of the Facilities not specified in the corresponding</p>

	<p>Appendix 5 [List of Major Items of Plant and Installation Services and List of Approved Subcontractors] to the Agreement, the Contractor may employ such Subcontractors as it may select, at its discretion.</p>
	<p>18.4 Each sub-contract shall include provisions which would entitle the Purchaser to require the sub-contract to be assigned to the Purchaser under Sub-Clause 18.5 (if and when applicable), or in event of termination by the Purchaser under Sub-Clause 41.2 [Termination].</p>
	<p>18.5 If a sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Purchaser, then the Contractor shall do so.</p>
	<p>18.6 Any agreement entered between a foreign Contractor and a local Sub-contractor arising out of preference schemes shall form part of the main contract between the Purchaser and the foreign Contractor.</p>
	<p>18.7 If the foreign Contractor terminates the Sub-contracting agreement with the local firm arising out of preference schemes, it shall ensure the sub-contract works are carried out by a local firm.</p>
19. Design and Engineering	<p>19.1 <u>Specifications and Drawings</u></p> <p>19.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.</p> <p>19.1.2 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Purchaser.</p> <p>19.1.3 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Project Manager.</p>
	<p>19.2 <u>Codes and Standards</u></p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with Clause 38 [Changes of Facilities].</p>
	<p>19.3 <u>Approval/Review of Technical Documents by Project Manager</u></p> <p>19.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in the corresponding Appendix (List of Documents for Approval or Review) to the Agreement for its approval or review as specified and in accordance with the requirements of Sub-Clause 17.2 [Programme of Performance].</p> <p>19.3.2 Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.</p> <p>19.3.3 Sub-Clauses 19.3.2 through 19.3.7 shall apply to those documents</p>

requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- 19.3.4 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-**Clause**19.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the said fourteen (14) working days, then the said document shall be deemed to have been approved by the Project Manager.
- 19.3.5 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 19.3.6 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-**Clause**19.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.
- 19.3.7 If any dispute or difference occurs between the Purchaser and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to Dispute Avoidance and Resolution Board for determination in accordance with Sub-**Clause**46.1 [Obtaining Dispute Avoidance and Resolution Board's Decision] hereof. If such dispute or difference is referred to an Dispute Avoidance and Resolution Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Dispute Avoidance and Resolution Board upholds the Contractor's view on the dispute and if the Purchaser has not given notice under **Clause**46.1 hereof, then the Contractor shall be reimbursed by the Purchaser for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.
- 19.3.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 19.3.8 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this Sub-**Clause**19.3.

	<p>19.3.9 If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of Clause 38[Change of Facilities] shall apply to such request.</p>
<p>20. Procurement</p>	<p>20.1 <u>Goods</u></p>
	<p>Subject to Sub-Clause 13.2 [Taxes and Duties], the Contractor shall manufacture or procure and transport all the Goods in an expeditious and orderly manner to the Site.</p>
	<p>20.2 Preference to local goods The Contractor who has been awarded a contract after the application of preference for goods shall use materials domestically produced, mined or manufactured in the United Republic.</p>
	<p>20.3 <u>Purchaser-Supplied Plant, Equipment, and Materials</u> If the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement provides that the Purchaser shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:</p> <p>20.3.1 The Purchaser shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the programme furnished by the Contractor, pursuant to Sub-Clause 17.2 [Work Program], unless otherwise mutually agreed.</p> <p>20.3.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Purchaser shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Purchaser, remedy such shortage, defect or default at the Purchaser’s cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this Sub-Clause 20.3.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.</p> <p>20.3.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Purchaser of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under Clause 26 [Defects Liability Period Period] or under any other provision of Contract.</p>
	<p>20.4 <u>Transportation</u></p> <p>20.4.1 The Contractor shall at its own risk and expense transport all the Goods and the Contractor’s Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.</p> <p>20.4.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Goods and the Contractor’s Equipment.</p> <p>20.4.3 Upon dispatch of each shipment of the Goods and the Contractor’s Equipment, the Contractor shall notify the Purchaser by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Goods and of the Contractor’s Equipment, the point and means of dispatch, and the estimated time and point</p>

of arrival in the United Republic of Tanzania, if applicable, and at the Site. The Contractor shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties.

20.4.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods and the Contractor's Equipment to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Goods and the Contractor's Equipment to the Site.

20.5 Customs Clearance

The Contractor shall, at its own expense, handle all imported Goods and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Purchaser's obligations under **Sub-Clause 13.2** [Taxes and Duties], provided that if applicable laws or regulations require any application or act to be made by or in the name of the Purchaser, the Purchaser shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to **Clause 39** [Extension of Time for Completion].

21. Installation

21.1

Setting Out/Supervision/Labour

21.1.1 *Benchmark*: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Purchaser. If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Purchaser, the expense of rectifying the same shall be borne by the Purchaser.

21.1.2 *Contractor's Supervision*: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

21.1.3 *Labour*:

- (a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.
- (b) The Contractor shall comply with all the relevant labour laws applicable in the country, including laws relating to worker employment, working hours, welfare (payment of wages which adheres to government wage rates), immigration and anti- trafficking in persons.
- (c) Unless otherwise provided in the Contract, the Contractor

shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

- (d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the United Republic of Tanzania and in the exact region where the Site is located.
- (e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Purchaser may provide the same to such personnel and recover the cost of doing so from the Contractor.
- (f) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subcontractors.
- (g) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

21.1.4 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Purchasers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

21.1.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours **stated in the SCC**, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of

life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

21.1.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Purchaser's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

21.1.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Purchaser's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Project Manager, 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 property, as the Engineer may reasonably require.

The Contractor shall throughout the contract (including the Defects Liability Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Purchaser's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for

all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.

21.1.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return and burial, unless otherwise **specified in the SCC**.

21.1.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.

21.1.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

21.1.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

21.1.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

21.1.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the

Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

21.1.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

21.1.15 Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

21.1.16 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development

21.1.17 Environmental Protection, and Energy, Water and Resource Efficiency

The Contractor shall take all reason able 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.

The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager

The Contractor shall take all necessary and reasonable measures, as required by applicable laws, regulations, or otherwise as set out in the Contractor's Environmental and Social Management Plan that have been approved by the Purchaser to:

- (a) minimize energy use;
- (b) minimize water usage
- (c) efficiently use raw materials during the course of the works
- (d) ensure the Project's energy use does not have significant adverse impacts on communities, other users and the environment during the course of the works.

21.1.18 Practical Training to Graduates trainees

For the purpose of building capacity of graduate trainees through Graduate Internship programs, the contractor shall involve graduate trainees in the

implementation of the project and train the min the specified area (s) of expertise.

21.2 Contractor's Equipment

21.2.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

21.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

21.2.3 The Purchaser will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

21.3 Site Regulations and Safety

The Purchaser and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Purchaser, with a copy to the Project Manager, proposed Site regulations for the Purchaser's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

21.4 Opportunities for Other Contractors

21.4.1 The Contractor shall, upon written request from the Purchaser or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Purchaser on or near the Site.

21.4.2 If the Contractor, upon written request from the Purchaser or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Purchaser shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

21.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Purchaser in regard to their work.

21.4.4 The Contractor shall notify the Project Manager promptly of any

defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

21.5 Emergency Work

21.5.1 If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

21.5.2 If the Contractor is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done as the Purchaser may determine is necessary in order to prevent damage to the Facilities. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons, therefore. If the work done or caused to be done by the Purchaser is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the Contractor to the Purchaser. Otherwise, the cost of such remedial work shall be borne by the Purchaser.

21.6 Site Clearance

21.6.1 *Site Clearance in Course of Performance:* In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

21.6.2 *Clearance of Site after Completion:* After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

21.7 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

21.8 Work at Night and on Holidays

21.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the United Republic of Tanzania without prior written consent of the Purchaser, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this Sub-Clause 21.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

21.8.2 Notwithstanding Sub-Clauses 21.8.1 or 21.1.3, if and when the Contractor considers it necessary to carry out work at night or on

		public holidays so as to meet the Time for Completion and requests the Purchaser’s consent thereto, the Purchaser shall not unreasonably withhold such consent.
	21.9	LotsCoordination Where lots are to be apportioned to different contractors, the Contractor for a lotas stated in the SCC shall ensure the coordination of the execution of the lots as specified in SCC
22. Test and Inspection	22.1	The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Goods and any part of the Facilities as are specified in the Contract.
	22.2	The Purchaser and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	22.3	Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and the Project Manager (or their designated representatives) to attend the test and/or inspection.
	22.4	The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection. If the Purchaser or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
	22.5	The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected
	22.6	If any Goods or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Goods or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under Sub- Clause 22.3.
	22.7	If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Goods or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to a Dispute Avoidance and Resolution Board for determination in accordance with Clause 46.1.
	22.8	The Contractor shall afford the Purchaser and the Project Manager, at the Purchaser’s expense, access at any reasonable time to any place where the Goods are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
	22.9	The Contractor agrees that neither the execution of a test and/or

		inspection of Goods or any part of the Facilities, nor the attendance by the Purchaser or the Project Manager, nor the issue of any test certificate pursuant to Sub- Clause 22.4, shall release the Contractor from any other responsibilities under the Contract.
	22.10	No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
	22.11	The Contractor shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts. If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of Sub- Clause 22.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Purchaser, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.
23. Completion of the Facilities	23.1	As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Purchaser in writing.
	23.2	Within seven (7) working days after receipt of the notice from the Contractor under Sub- Clause 23.1 [Completion of the Facilities], the Purchaser shall supply the operating and maintenance personnel specified in the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement for Pre-commissioning of the Facilities or any part thereof. Pursuant to the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement, the Purchaser shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Pre-commissioning of the Facilities or any part thereof.
	23.3	As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Purchaser and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Purchaser in accordance with Sub- Clause 23.2, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning subject to Clause 24 [Commissioning and Operational Acceptance].
	23.4	As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.
	23.5	23.5.1 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under Sub- Clause 23.4, either issue a Completion Certificate in the form specified in the Sample Forms and Procedures section in the tendering documents,

		stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under Sub- Clause 23.4, or notify the Contractor in writing of any defects and/or deficiencies.
		23.5.2 If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies and shall repeat the procedure described in Sub- Clause 23.4.
		23.5.3 If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.
		23.5.4 If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
	23.6	If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under Sub- Clause 23.4 or within seven (7) days after receipt of the Contractor's repeated notice under Sub- Clause 23.5, or if the Purchaser makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Purchaser's use of the Facilities, as the case may be.
	23.7	As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Purchaser will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
	23.8	Upon Completion, the Purchaser shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.
24. Commissioning and Operational Acceptance	24.1	<u>Commissioning</u>
		24.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Project Manager, pursuant to Clause 23.5 [Completion of facilities], or immediately after issue of the deemed Completion, under Clause 23.6.
		24.1.2 The Purchaser shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.
	24.2	<u>Guarantee Test</u>
		24.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Technical Specifications. The Contractor's and Project

Manager's advisory personnel shall attend the Guarantee Test and shall advise and assist the Purchaser. The Purchaser shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

24.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified **in the SCC** or any other period agreed upon by the Purchaser and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and **Sub-Clauses 27.2 and 27.3** [Functional Guarantees] shall not apply.

24.3 Operational Acceptance

24.3.1 Subject to **Sub-Clause 24.4** below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion **or** any other agreed upon period as specified in **Sub-Clause 24.2.2** above; or
- (c) the Contractor has paid the liquidated damages specified in **Sub-Clause 26.3 [Defects Liability Period]** hereof; and
- (d) any minor items mentioned in **Sub-Clause 23.7** [Completion of the Facilities] hereof relevant to the Facilities or that part thereof have been completed.

24.3.2 At any time after any of the events set out in **Sub-Clause 24.3.1** have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Tendering Documents or in another form acceptable to the Purchaser in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

24.3.3 The Project Manager shall, after consultation with the Purchaser, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

24.3.4 If within seven (7) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice.

24.4 Partial Acceptance

24.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

24.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

F. Guarantees and Liabilities

25. Completion Time Guarantee	25.1	The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to Sub- Clause 7.2 [Time for Commencement and Completion], or within such extended time to which the Contractor shall be entitled under Clause 39 [Extension of Time for Completion] hereof.
	25.2	<p>If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under Clause 39 [Extension of Time for Completion], the Contractor shall pay to the Purchaser liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price, or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as “Maximum” in the SCC. Once the “Maximum” is reached, the Purchaser may consider termination of the Contract, pursuant to Sub-Clause 41.2.2 [Termination].</p> <p>In case performance securing declaration has been used, the rate of Liquidated Damages shall be specified in the SCC to a maximum equivalent to 10% of the contract price. Once the “Maximum” is reached, the Purchaser may consider termination of the Contract, pursuant to Sub-Clause 41.2.2 [Termination]</p> <p>Such payment shall completely satisfy the Contractor’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under Clause 39 [Extension of Time for Completion] The Contractor shall have no further liability whatsoever to the Purchaser in respect thereof.</p> <p>However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.</p> <p>Save for liquidated damages payable under this Sub-Clause 25.2 [Completion Time Guarantee], the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the corresponding Appendix (Time Schedule) to the Agreement and/or other programme of work prepared pursuant to Sub-Clause 17.2 [Work Program] shall not render the Contractor liable for any loss or damage thereby suffered by the Purchaser.</p>
	25.3	If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under Clause 39 [Extension of Time for Completion], the Purchaser shall pay to the Contractor a bonus in the amount specified in the SCC . The aggregate amount of such bonus shall in no event exceed the amount specified as “Maximum” in the SCC .
26. Defect Liability Period	26.1	The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Goods supplied and of the work executed.
	26.2	<p>The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.</p> <p>If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Goods supplied or of the work executed by the Contractor, the Contractor shall promptly, in</p>

		<p>consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:</p> <p>(a) improper operation or maintenance of the Facilities by the Purchaser</p> <p>(b) operation of the Facilities outside specifications provided in the Contract</p> <p>(c) normal wear and tear.</p>
	26.3	<p>The Contractor's obligations under this Clause 26 shall not apply to</p> <p>(a) any materials that are supplied by the Purchaser under Sub-Clause 20.2 [Procurement], are normally consumed in operation, or have a normal life shorter than the Defects Liability Period stated herein</p> <p>(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Purchaser or any matters for which the Contractor has disclaimed responsibility herein</p> <p>(c) any other materials supplied, or any other work executed by or on behalf of the Purchaser, except for the work executed by the Purchaser under Sub-Clause 26.7.</p>
	26.4	<p>The Purchaser shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect any such defect.</p>
	26.5	<p>The Purchaser shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this Clause 26.</p> <p>The Contractor may, with the consent of the Purchaser, remove from the Site any Goods or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.</p>
	26.6	<p>If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Purchaser may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.</p> <p>If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests shall be agreed upon by the Purchaser and the Contractor.</p>
	26.7	<p>If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any monies due the Contractor or claimed under the Performance Security.</p>

	26.8	If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defects Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Purchaser because of any of the aforesaid reasons.
	26.9	Except as provided in this Clauses 2 and 31 [Care of Facilities], the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Goods, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.
	26.10	In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC . Such obligation shall be in addition to the defect liability specified under Sub- Clause 26.2 .
27. Functional Guarantees	27.1	The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the corresponding Appendix (Functional Guarantees) to the Agreement, subject to and upon the conditions therein specified.
	27.2	If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the corresponding Appendix (Functional Guarantees) to the Agreement are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Purchaser upon completion of the necessary changes, modifications and/or additions, and shall request the Purchaser to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Purchaser may consider termination of the Contract, pursuant to Sub- Clause 41.2.2 [Termination].
	27.3	If, for reasons attributable to the Contractor, the Functional Guarantees specified in the corresponding Appendix (Functional Guarantees) to the Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Agreement is met, the Contractor shall, at the Contractor's option, either (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Purchaser to repeat the Guarantee Test or (b) pay liquidated damages to the Purchaser in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the corresponding Appendix (Functional Guarantees) to the Agreement.
	27.4	The payment of liquidated damages under Sub- Clause 27.3 , up to the limitation of liability specified in the SCC , shall completely satisfy the Contractor's guarantees under Sub- Clause 27.3 , and the Contractor shall have no further liability whatsoever to the Purchaser in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

28. Patent Indemnity	28.1	<p>The Contractor shall, subject to the Purchaser’s compliance with Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the United Republic of Tanzania; and (b) the sale of the products produced by the Facilities in United Republic of Tanzania.</p> <p>Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Agreement.</p>
	28.2	<p>If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Sub-Clause 28.1, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Purchaser shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p>
	28.3	<p>The Purchaser shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
29. Limitation of Liability	29.1	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Contractor to the Purchaser, whether</p>

		<p>under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.</p>
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G. Risk Distribution

30. Transfer of Ownership	30.1	Ownership of the Goods (including spare parts) to be imported into the United Republic of Tanzania shall be transferred to the Purchaser upon loading on to the mode of transport to be used to convey the Goods from the country of origin.
	30.2	Ownership of the Goods (including spare parts) procured in the United Republic of Tanzania where the Site is located shall be transferred to the Purchaser when the Goods are brought on to the Site.
	30.3	Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
	30.4	Ownership of any Goods in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Purchaser and the Contractor agree that the Goods in question are no longer required for the Facilities.
	30.5	Notwithstanding the transfer of ownership of the Goods, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to Clause 31 [Care of Facilities] hereof until Completion of the Facilities or the part thereof in which such Goods are incorporated.
31. Care of Facilities	31.1 a. The	Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to Clause 23 [Completion of the Facilities] or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to Clause 26 [Defects Liability Period] . Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of Sub-Clauses 31.2 and 37.1 [War Risks] .
	31.2	<p>If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of</p> <p>(a) (insofar as they relate to the United Republic of Tanzania, where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under Clause 33 [Insurance] hereof</p> <p>(b) any use or occupation by the Purchaser or any third party (other than a Subcontractor) authorized by the Purchaser of any part of the Facilities</p> <p>(c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Purchaser, or any such matter for which the Contractor has disclaimed responsibility herein,</p>

		<p>the Purchaser shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Purchaser requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Purchaser in accordance with Clause 38 [Change in the Facilities]. If the Purchaser does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Purchaser shall either request a change in accordance with Clause 38, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Purchaser shall terminate the Contract pursuant to Sub-Clause 42.1 hereof.</p>
	31.3	<p>The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in Sub-Clause 31.2 [Care of the Facilities] (with respect to the Contractor's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in Sub-Clauses 31.2 (b) and (c) and 37.1 [War Risks].</p>
	31.4	<p>With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in Sub-Clause 37.1, the provisions of Sub- Clause 37.3 shall apply.</p>
32. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	32.1	<p>Subject to Sub-Clause 32.3, the Contractor shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Purchaser, its contractors, employees, officers or agents.</p>
	32.2	<p>If any proceedings are brought or any claim is made against the Purchaser that might subject the Contractor to liability under Sub-Clause 32.1, the Purchaser shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p>
	32.3	<p>The Purchaser shall indemnify and hold harmless the Contractor and its</p>

		employees, officers and Subcontractors from any liability for loss of or damage to property of the Purchaser, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under Clause 33 [Insurance], provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.
	32.4	The party entitled to the benefit of an indemnity under this Clause 32 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.
33. Insurance	33.1	<p>The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in SCC. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.</p> <p>(a) <u>Cargo Insurance During Transport</u>: Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Goods (including spare parts therefore) and to the Contractor's Equipment.</p> <p>(b) <u>Installation All Risks Insurance</u>: Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.</p> <p>(c) <u>Third Party Liability Insurance</u>: Covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.</p> <p>(d) <u>Automobile Liability Insurance</u>: Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.</p> <p>(e) <u>Workers' Compensation</u>: In accordance with the statutory requirements applicable in United Republic of Tanzania.</p> <p>(f) <u>Purchaser's Liability</u>: In accordance with the statutory requirements applicable in United Republic of Tanzania.</p> <p>(g) <u>Other Insurances</u>: Such other insurances as may be specifically agreed upon by the parties hereto as listed in SCC.</p>
	33.2	The Purchaser shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to Sub- Clause 33.1 , except for the Third Party Liability, Workers' Compensation and Purchaser's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor pursuant to Sub- Clause 33.1 except for the Cargo Insurance During Transport, Workers' Compensation and Purchaser's Liability Insurances. All insurer's rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.
	33.3	The Contractor shall, in accordance with the provisions of the corresponding Appendix (Insurance Requirements) to the Agreement,

		deliver to the Purchaser certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Purchaser by insurers prior to cancellation or material modification of a policy.
	33.4	The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
	33.5	The Purchaser shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the corresponding Appendix (Insurance Requirements) to the Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insured's under all such policies. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Purchaser shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Purchaser shall provide copies of the policies taken out by the Purchaser under this Sub- Clause 35.5.
	33.6	If the Contractor fails to take out and/or maintain in effect the insurances referred to in Sub- Clause 33.1, the Purchaser may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Purchaser shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Purchaser fails to take out and/or maintain in effect the insurances referred to in Sub- Clause 33.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Purchaser under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Purchaser. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Purchaser, and the Contractor shall have full recourse against the Purchaser for any and all liabilities of the Purchaser herein.
	33.7	Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this Clause 37 [War Risks], and all monies payable by any insurers shall be paid to the Contractor. The Purchaser shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Purchaser's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Contractor's interest is involved, the Purchaser shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

<p>34.. Unforeseen Conditions</p>	<p>34.1</p>	<p>If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by the Purchaser, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Goods or Contractor's Equipment, notify the Project Manager in writing of</p> <ul style="list-style-type: none"> (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen (b) the additional work and/or Goods and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions (c) the extent of the anticipated delay (d) the additional cost and expense that the Contractor is likely to incur.
	<p>34.2</p>	<p>On receiving any notice from the Contractor under Sub-Clause 34.1, the Project Manager shall promptly consult with the Purchaser and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Purchaser, of the actions to be taken.</p>
	<p>34.3</p>	<p>Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in Clause 34.1 [Unforeseen Conditions] shall be paid by the Purchaser to the Contractor as an addition to the Contract Price.</p>
	<p>34.4</p>	<p>If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in Clause 34.1, the Time for Completion shall be extended in accordance with Clause 39 [Extension of Time for Completion]</p>
<p>35. Change in Laws and Regulations</p>	<p>35.1</p>	<p>If, after the date twenty-eight (28) days prior to the date of Tender submission, in the United Republic of Tanzania, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the SCC.</p>

36. Force Majeure	36.1	<p>Force majeure shall include, without limitation, the following:</p> <ul style="list-style-type: none"> (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster (f) shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.
	36.2	<p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p>
	36.3	<p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with Clause 39 [Extension of Time for Completion].</p>
	36.4	<p>The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Sub-Clauses 36.6 and 37.5 [War Risks].</p>
	36.5	<p>No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <ul style="list-style-type: none"> (a) constitute a default or breach of the Contract (b) (subject to Sub-Clauses 31.2 [Care of Facilities], and 37.3 and 37.4 [War Risks] give rise to any claim for damages or additional cost or expense occasioned thereby <p>if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.</p>
	36.6	<p>If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving</p>

		a notice to the other, but without prejudice to either party's right to terminate the Contract under Sub- Clause 37.5 [War Risks].
	36.7	In the event of termination pursuant to Sub- Clause 36.6 [Force Majeure], the rights and obligations of the Purchaser and the Contractor shall be as specified in Sub- Clauses 41.1.2 and 41.1.3 [Termination].
	36.8	Notwithstanding Sub- Clause 36.5 , Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Contractor herein.
37. War Risks	37.1	"War Risks" shall mean any event specified in paragraphs (a) and (b) of Sub Clause 36.1 [Force Majeure] and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the United Republic of Tanzania where the Site is located.
	37.2	Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to <ul style="list-style-type: none"> (a) destruction of or damage to Facilities, Goods, or any part thereof (b) destruction of or damage to property of the Purchaser or any third party (c) injury or loss of life if such destruction, damage, injury or loss of life is caused by any War Risks, and the Purchaser shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.
	37.3	If the Facilities or any Goods or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Purchaser shall pay the Contractor for <ul style="list-style-type: none"> (a) any part of the Facilities or the Goods so destroyed or damaged (to the extent not already paid for by the Purchaser) (b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged (c) replacing or making good any such destruction or damage to the Facilities or the Goods or any part thereof so far as may be required by the Purchaser, and as may be necessary for completion of the Facilities. If the Purchaser does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Purchaser shall either request a change in accordance with Clause 38 [Change in the Facilities], excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to Sub- Clause 41 . [Termination].
	37.4	Notwithstanding anything contained in the Contract, the Purchaser shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Purchaser in writing of any such increased cost.
	37.5	If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by

		<p>the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.</p>
	37.6	<p>In the event of termination pursuant to Sub-Clauses .37.3 or 37.5, the rights and obligations of the Purchaser and the Contractor shall be specified in Sub-Clauses 41.1.2 and 41.1.3 [Termination].</p>

H. Change in Contract Elements

<p>38. Change in the Facilities</p>	<p>38.1</p>	<p><u>Introducing a Change</u></p> <p>38.1.1 Subject to Sub-Clauses 38.2.5 and 38.2.7, the Purchaser shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called “Change”), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> <p>38.1.2 The Contractor may from time to time during its performance of the Contract propose to the Purchaser (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Purchaser may at its discretion approve or reject any Change proposed by the Contractor, provided that the Purchaser shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.</p> <p>38.1.3 Notwithstanding Sub-Clauses 38.1.1 and 38.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> <p>38.1.4 The procedure on how to proceed with and execute Changes is specified in Sub-Clauses 38.2 and 38.3, and further details and sample forms are provided in the Sample Forms and Procedures section in the Tendering Documents.</p>
	<p>38.2</p>	<p><u>Changes Originating from Purchaser</u></p> <p>38.2.1 If the Purchaser proposes a Change pursuant to Sub-Clause 38.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:</p> <ul style="list-style-type: none"> (a) brief description of the Change (b) effect on the Time for Completion (c) estimated cost of the Change (d) effect on Functional Guarantees (if any) (e) effect on any other provisions of the Contract. <p>38.2.2 Prior to preparing and submitting the “Change Proposal,” the Contractor shall submit to the Project Manager an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal.</p> <p>38.2.3 Upon receipt of the Contractor’s Estimate for Change Proposal, the Purchaser shall do one of the following:</p> <ul style="list-style-type: none"> (a) accept the Contractor’s estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal

		<p>(b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate</p> <p>(c) advise the Contractor that the Purchaser does not intend to proceed with the Change.</p> <p>38.2.4 Upon receipt of the Purchaser’s instruction to proceed under Sub-Clause 38.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with Sub- Clause 38.2.1.</p> <p>38.2.5 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.</p> <p>38.2.6 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this Clause 38 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Purchaser accepts the Contractor’s objection, the Purchaser shall withdraw the proposed Change and shall notify the Contractor in writing thereof. The Contractor’s failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.</p> <p>38.2.7 Upon receipt of the Change Proposal, the Purchaser and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Contractor with a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.</p> <p>38.2.8 If the Purchaser decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with Sub-Clause 38.2.3.</p> <p>38.2.9 If the Purchaser and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Purchaser may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order.”</p> <p>38.2.10 Upon receipt of a Pending Agreement Change Order, the</p>
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		<p>Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> <p>38.2.11 If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Avoidance and Resolution Board in accordance with the provisions of Clause 46 [Obtaining Disputes Adjudication Board Decision].</p>
	38.3	<p><u>Changes Originating from Contractor</u></p> <p>38.3.1 If the Contractor proposes a Change pursuant to Sub-Clause 38.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in Sub-Clause 38.2.1.</p> <p>38.3.2 Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in Sub-Clauses 38.2.6 and 38.2.7. However, should the Purchaser choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.</p>
39. Extension of Time for Completion	39a) The	<p>Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> (a) any Change in the Facilities as provided in Clause 38 [Change in the Facilities] (b) any occurrence of Force Majeure as provided in Clause 36, unforeseen conditions as provided in Clause 34, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of Sub-Clause 31.2 [Care of Facilities] (c) any suspension order given by the Purchaser under Clause 40 hereof or reduction in the rate of progress pursuant to Clause 40.2 or (d) any changes in laws and regulations as provided in Clause 35 or (e) any default or breach of the Contract by the Purchaser, specifically including failure to supply the items listed in the corresponding Appendix (Scope of Works and Supply by the Purchaser) to the Agreement, or any activity, act or omission of any other contractors employed by the Purchaser or (f) any other matter specifically mentioned in the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.
	39.2	<p>Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser’s estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the</p>

		matter the Dispute Avoidance and Resolution Board, pursuant to Clause 46.1 .
	39.3	The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
	39.4	In all cases where the Contractor has given a notice of a claim for an extension of time under Sub-Clause 39.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under Sub-Clause 39.1, the amount of such extra costs shall be added to the Contract Price.
40. Suspension	40.1	The Purchaser may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager.
	40.2	If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Purchaser shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with Clause 38 [Change in the Facilities] , excluding the performance of the suspended obligations from the Contract.
	40.3	If the Purchaser fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with Clause 38 [Change in the Facilities] or, where it affects the whole of the Facilities, as termination of the Contract under Sub-Clause 41.1 .
	40.4	If: (a) the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in Sub-Clause 11.3 [Terms of Payment] , requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the

		<p>Contractor's notice or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser's failure to provide possession of or access to the Site or other areas in accordance with Sub-Clause 9.2 [Purchaser's Responsibilities], or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may by fourteen (14) days' notice to the Purchaser suspend performance of all or any of its obligations under the Contract or reduce the rate of progress.</p>
	40.5	<p>If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this Clause 40, then the Time for Completion shall be extended in accordance with Sub-Clause 39.1 [Extension of Time for Completion], and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Purchaser to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.</p>
	40.6	<p>During the period of suspension, the Contractor shall not remove from the Site any Goods, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Purchaser.</p>
41. Termination	41.1	<p><u>Termination for Purchaser's Convenience</u></p> <p>41.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this Sub-Clause 41.1.</p> <p>41.1.2 Upon receipt of the notice of termination under Sub-Clause 41.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination</p> <ul style="list-style-type: none"> (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) (ii) below c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition (d) In addition, the Contractor, subject to the payment specified in Sub-Clause 41.1.3, shall <ul style="list-style-type: none"> (i) deliver to the Purchaser the parts of the Facilities executed by the Contractor up to the date of termination (ii) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Facilities and to the Goods as of the date of termination, and, as may be required by the Purchaser, in any subcontracts

		<p>concluded between the Contractor and its Subcontractors</p> <p>(iii) deliver to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>41.1.3 In the event of termination of the Contract under Sub-Clause 41.1.1, the Purchaser shall pay to the Contractor the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination</p> <p>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor’s Equipment from the Site and in the repatriation of the Contractor’s and its Subcontractors’ personnel</p> <p>(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges</p> <p>(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of Sub-Clause 41.1.2</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</p>
	<p>41.2</p>	<p><u>Termination for Contractor’s Default</u></p> <p>41.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this Sub-Clause 41.2:</p> <p>(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt</p> <p>(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 42 [Assignment].</p> <p>(c) if the Contractor, in the judgment of the Purchaser has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this paragraph:</p>

		<p>i. “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>ii. “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii. “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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv. “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>41.2.2 If the Contractor</p> <p>(a) has abandoned or repudiated the Contract</p> <p>(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to Sub-Clause 40.2 [Suspension]) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Purchaser to proceed</p> <p>(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause</p> <p>(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the programme furnished under Sub-Clause 17.2 [Work Program] at rates of progress that give reasonable assurance to the Purchaser that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,</p> <p>(e) a breach of the terms and conditions of JV by either party then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 41.2.</p> <p>41.2.3 Upon receipt of the notice of termination under Sub-Clauses 41.2.1 or 41.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,</p> <p>(a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Facilities</p>
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		<p>already executed, or any work required to leave the Site in a clean and safe condition</p> <p>(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) below</p> <p>(c) deliver to the Purchaser the parts of the Facilities executed by the Contractor up to the date of termination</p> <p>(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Facilities and to the Goods as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Subcontractors</p> <p>(e) deliver to the Purchaser all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.</p> <p>41.2.4 The Purchaser may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Purchaser may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Purchaser and with an indemnification by the Purchaser for all liability including damage or injury to persons arising out of the Purchaser's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Purchaser considers expedient for the supply and installation of the Facilities.</p> <p>Upon completion of the Facilities or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>41.2.5 Subject to Sub-Clause 41.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Goods on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Sub-Clause 41.2.3. Any sums due the Purchaser from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>41.2.6 If the Purchaser completes the Facilities, the cost of completing the Facilities by the Purchaser shall be determined.</p> <p>If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 41.2.5, plus the reasonable costs incurred by the Purchaser in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.</p> <p>If such excess is greater than the sums due the Contractor under Sub-Clause 41.2.5, the Contractor shall pay the balance to the</p>
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	<p>41.3</p>	<p><u>Termination by Contractor</u></p> <p>41.3.1 If</p> <p>(a) the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the corresponding Appendix (Terms and Procedures of Payment) of the Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in Sub-Clause 11.3 [Terms of Payment], requires approval of such invoice or supporting documents, or specifies the breach and requires the Purchaser to remedy the same, as the case may be. If the Purchaser fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor’s notice, or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to the Purchaser’s failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,</p> <p>then the Contractor may give a notice to the Purchaser thereof, and if the Purchaser has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Purchaser referring to this Sub-Clause 41.3.1, forthwith terminate the Contract.</p> <p>41.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Purchaser to that effect, referring to this Sub-Clause 41.3.2, if the Purchaser becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Purchaser takes or suffers any other analogous action in consequence of debt.</p> <p>41.3.3 If the Contract is terminated under Sub-Clauses 41.3.1 or 41.3.2, then the Contractor shall immediately</p>

		<p>(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> <p>(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) (ii)</p> <p>(c) remove all Contractor’s Equipment from the Site and repatriate the Contractor’s and its Subcontractors’ personnel from the Site.</p> <p>(d) In addition, the Contractor, subject to the payment specified in Sub-Clause 41.3.4, shall</p> <p>(i) deliver to the Purchaser the parts of the Facilities executed by the Contractor up to the date of termination</p> <p>(ii) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Facilities and to the Goods as of the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Subcontractors</p> <p>(iii) deliver to the Purchaser all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.</p> <p>41.3.4 If the Contract is terminated under Clauses 41.3.1 or 41.3.2, the Purchaser shall pay to the Contractor all payments specified in Sub-Clause 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.</p> <p>41.3.5 Termination by the Contractor pursuant to this Sub-Clause 41.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by Sub-Clause 41.3.</p>
	41.4	<p>In this Clause 41, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Goods acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.</p>
	41.5	<p>In this Clause 41, in calculating any monies due from the Purchaser to the Contractor, account shall be taken of any sum previously paid by the Purchaser to the Contractor under the Contract, including any advance payment paid pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Agreement.</p>
42. Assignment	42.1	<p>Neither the Purchaser nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>

I. Claims, Disputes and Arbitration

43. Contractor's Claims	43.1	If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
	43.2	If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Purchaser shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
	43.3	The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
	43.4	The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Purchaser's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
	43.5	<p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and</p> <p>(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.</p>
	43.6	Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
	43.7	The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Clause 39 [Extension of Time for Completion], and/or (ii)

		the additional payment (if any) to which the Contractor is entitled under the Contract.
	43.8	Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
	43.9	If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer it to the Dispute Avoidance and Resolution Board in accordance with Sub-Sub-Clause 46.4 [Obtaining Dispute Avoidance and Resolution Board's Decision].
	43.10	The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
44. Appointment of the Dispute Avoidance and Resolution Board	44.1	Disputes shall be referred to a DARB for decision in accordance with Sub-Clause 46.4 [Obtaining Dispute Avoidance and Resolution Board's Decision]. The Parties shall appoint a DARB by the date stated in the SCC .
	44.2	The DARB shall comprise, as stated in the SCC , either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DARB shall comprise three persons, one of whom shall serve as chairman.
	44.3	If the Parties have not jointly appointed the DARB 21 days before the date stated in the SCC and the DARB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.
	44.4	The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Avoidance and Resolution Board Agreement contained in the Appendix B to these General Conditions, with such amendments as are agreed between them.
	44.5	The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DARB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.
	44.6	If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.
	44.7	The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Purchaser or the Contractor acting alone.

		Unless otherwise agreed by both Parties, the appointment of the DARB (including each member) shall expire when the discharge referred to in Sub-Clause 50.1 shall have become effective.
45. Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board	45.1	<p>If any of the following conditions the Parties fail to agree upon the appointment of the sole member of the DARB by the date stated in the first paragraph of Clause 44, [Appointment of the Dispute Avoidance and Resolution Board],</p> <ul style="list-style-type: none"> a) either Party fails to nominate a member (for approval by the other Party) or fails to approve a member nominated by the other Party, of a DARB of three persons by such date, b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DARB by such date, or c) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, <p>then the Appointing Entity or official named in the SCC shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DARB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.</p>
46 Obtaining Dispute Avoidance and Resolution Board's Decision	46.1	If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DARB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.
	46.2	For a DARB of three persons, the DARB shall be deemed to have received such reference on the date when it is received by the chairman of the DARB.
	46.3	Both Parties shall promptly make available to the DARB all such additional information, further access to the Site, and appropriate facilities, as the DARB may require for the purposes of making a decision on such dispute. The DARB shall be deemed to be not acting as arbitrator(s).
	46.4	Within 84 days after receiving such reference, or within such other period as may be proposed by the DARB and approved by both Parties, the DARB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
	46.5	If either Party is dissatisfied with the DARB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DARB fails to give its decision within the period of 84 days (or as

		otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.
	46.6	In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Clause 44 [Failure to Comply with Dispute Avoidance and Resolution Board's Decision] and Clause 50 [Expiry of Dispute Avoidance and Resolution Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Clause.
	46.7	If the DARB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DARB's decision, then the decision shall become final and binding upon both Parties.
47. Amicable Settlement	47.1	Where notice of dissatisfaction has been given under Sub-Clause 46.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.
48. Arbitration	48.1	Unless indicated otherwise in the SCC , any dispute not settled amicably and in respect of which the DARB's decision (if any) has not become final and binding shall be finally settled by arbitration with proceedings conducted in accordance with the laws of the United Republic of Tanzania.
	48.2	The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DARB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
	48.3	Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DARB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DARB shall be admissible in evidence in the arbitration.
	48.4	Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DARB shall not be altered by reason of any arbitration being conducted during the progress of the Works.
49 Failure to Comply with Dispute Avoidance and Resolution Board's Decision	49.1	In the event that a Party fails to comply with a DARB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Clause 48 [Arbitration]. Clause 46 [Obtaining Dispute Avoidance and Resolution Board's Decision] and Clause 47 [Amicable Settlement] shall not apply to this reference.
50. Expiry of Dispute Avoidance and Resolution Board's	50.1	If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DARB in place, whether by reason of the expiry of the DARB's appointment or

<p>Appointment</p>		<p>otherwise:</p> <ul style="list-style-type: none"> a) Clause 46 [Obtaining Dispute Avoidance and Resolution Board’s Decision] and Clause 47 [Amicable Settlement] shall not apply, and b) the dispute may be referred directly to arbitration under Clause 48 [Arbitration].
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APPENDIX A

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Purchaser: the following metrics may be amended to reflect the specifics of the Contract. The Purchaser shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

- a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b) health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c) interactions with regulators: identify agency, dates, subjects, outcomes(report the negative if none);
- d) status of all permits and agreements:
 - i). work permits: number required, number received, actions taken for those not received;
 - ii). status of permits and consents:

- list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
- list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
- identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

e) health and safety supervision:

- i). safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
- ii). number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f) worker accommodations:

- i). number of expats housed in accommodations, number of locals;
- ii). date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii). actions taken to recommend/require improved conditions, or to improve conditions.

g) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i) training:

- i). number of new workers, number receiving induction training, dates of induction training;
- ii). number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii). number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
- iv). number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j) environmental and social supervision:

- i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist/construction/site management.

k) *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).

- i. Worker grievances;
- ii. Community grievances

l) Traffic, road safety and vehicles/equipment:

- i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
- iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m) Environmental mitigations and issues (what has been done):

- i) dust: number of working bowlers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
- ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v) spill cleanups, if any: material spilled, location, amount, action taken, material disposal (report all spills that result in water or soil contamination);
- vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n) compliance:

- i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and action taken (or to be taken) to reach compliance
- iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and action taken (or to be taken) to reach compliance
- v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX B

A General Conditions of Dispute Avoidance and Resolution Board Agreement

<p>1. Definitions</p>	<p>Each “Dispute Avoidance and Resolution Board Agreement” is a tripartite agreement by and between:</p> <ul style="list-style-type: none"> (a) the “Purchaser”; (b) the “Contractor”; and (c) the “Member” who is defined in the Dispute Avoidance and Resolution Board Agreement as being <ul style="list-style-type: none"> i). the sole member of “Dispute Avoidance and Resolution Board” and, where this is the case, all references to the “Other Members” do not apply, or ii). one of the three persons who are jointly called the “DARB” (or “Dispute Adjudication Panel”) and, where this is the case, the other two persons are called the “Other Members.”
	<p>The Purchaser and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Avoidance and</p>

	<p>Resolution Board Agreement, which incorporates this Appendix. In the DARB Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p>
<p>2. General Provisions</p>	<p>Unless otherwise stated in the DARB Agreement, it shall take effect on the latest of the following dates:</p> <ul style="list-style-type: none"> (a) the Commencement Date defined in the Contract, (b) when the Purchaser, the Contractor and the Member have each signed the DARB Agreement, or (c) when the Purchaser, the Contractor and each of the Other Members (if any) have respectively each signed a Dispute Avoidance and Resolution Board agreement. <p>This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Purchaser and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.</p>
<p>3. Warranties</p>	<p>The Member warrants and agrees that he/she is and shall be impartial and independent of the Purchaser, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.</p>
	<p>When appointing the Member, the Purchaser and the Contractor relied upon the Member's representations that he/she is:</p> <ul style="list-style-type: none"> (a) experienced in the work which the Contractor is to carry out under the Contract, (b) experienced in the interpretation of contract documentation, and (c) fluent in the language for communications defined in the Contract.
<p>4. General Obligations of the Member</p>	<p>The Member shall:</p> <ul style="list-style-type: none"> (a) have no interest financial or otherwise in the Purchaser, the Contractor or Project Manager, nor any financial interest in the Contract except for payment under the DARB Agreement; (b) not previously have been employed as a consultant or otherwise by the Purchaser, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Purchaser and the Contractor before they signed the DARB Agreement; (c) have disclosed in writing to the Purchaser, the Contractor and the Other Members (if any), before entering into the DARB Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Purchaser, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part; (d) not, for the duration of the DARB Agreement, be employed as a consultant or otherwise by the Purchaser, the Contractor or the Project Manager, except as may be agreed in writing by the Purchaser, the Contractor and the Other Members (if any);

	<p>(e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;</p> <p>(f) not give advice to the Purchaser, the Contractor, the Purchaser's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;</p> <p>(g) not while a Member enter into discussions or make any agreement with the Purchaser, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the DARB Agreement;</p> <p>(h) ensure his/her availability for all site visits and hearings as are necessary;</p> <p>(i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;</p> <p>(j) treat the details of the Contract and all the DARB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Purchaser, the Contractor and the Other Members (if any); and</p> <p>(k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Purchaser and the Contractor, subject to the agreement of the Other Members (if any).</p>
<p>5. General Obligations of the Purchaser and the Contractor</p>	<p>The Purchaser, the Contractor, the Purchaser's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DARB's activities under the Contract and the DARB Agreement. The Purchaser and the Contractor shall be responsible for compliance with this provision, by the Purchaser's Personnel and the Contractor's Personnel respectively.</p>
	<p>The Purchaser and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Purchaser, the Contractor, the Member and the Other Members (if any):</p> <p>(a) be appointed as an arbitrator in any arbitration under the Contract;</p> <p>(b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or</p> <p>(c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.</p>
	<p>The Purchaser and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.</p>
	<p>Whenever the Purchaser or the Contractor refers a dispute to the DARB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Purchaser or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.</p>
<p>6. Payment</p>	<p>The Member shall be paid as follows, in the currency named in the DARB</p>

	<p>Agreement:</p> <p>(a) a retainer fee per calendar month, which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> (i) being available on 28 days' notice for all site visits and hearings; (ii) becoming and remaining conversant with all project developments and maintaining relevant files; (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and (iv) all services performed hereunder except those referred to in subparagraphs (b) and (c) of this Clause.
	<p>The retainer fee shall be paid with effect from the last day of the calendar month in which the Adjudication Panel Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.</p>
	<p>With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the DARB Agreement is otherwise terminated.</p> <p>(b) a daily fee which shall be considered as payment in full for:</p> <ul style="list-style-type: none"> (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any); (ii) each working day on Site visits, hearings or preparing decisions; and (iii) each day spent reading submissions in preparation for a hearing. <p>(c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in subparagraph (b) of this Clause;</p> <p>(d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.</p>
	<p>The retainer and daily fees shall be as specified in the DARB Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Purchaser, the Contractor and the Member, at each anniversary of the date on which the DARB Agreement became effective.</p>
	<p>If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the SCC shall determine the amount of the fees to be used.</p>
	<p>The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be</p>

	accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.
	The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Purchaser (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Purchaser shall then pay the Contractor in accordance with the Contract.
	If the Contractor fails to pay to the Member the amount to which he/she is entitled under the DARB Agreement, the Purchaser shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DARB; and without prejudice to the Purchaser's rights or remedies. In addition to all other rights arising from this default, the Purchaser shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 11.3 of the Conditions of Contract.
	If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.
7. Termination	At any time: (i) the Purchaser and the Contractor may jointly terminate the DARB Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.
	If the Member fails to comply with the DARB Agreement, the Purchaser and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.
	If the Purchaser or the Contractor fails to comply with the DARB Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Purchaser and the Contractor. The notice shall take effect when received by them both.
	Any such notice, resignation and termination shall be final and binding on the Purchaser, the Contractor and the Member. However, a notice by the Purchaser or the Contractor, but not by both, shall be of no effect.
8. Default of the Member	If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Purchaser and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DARB which are rendered void or ineffective by the said failure to comply.
	If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Purchaser and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DARB which are rendered void or ineffective by the said failure to comply.
9. Disputes	Any dispute or claim arising out of or in connection with this DARB Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Arbitration.

PROCEDURAL RULES

Unless otherwise agreed by the Purchaser and the Contractor, the DARB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Purchaser or the Contractor. Unless otherwise agreed by the Purchaser, the Contractor and the DARB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DARB, the Purchaser and the Contractor, or in the absence of agreement, shall be decided by the DARB. The purpose of site visits is to enable the DARB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Purchaser, the Contractor and the Project Manager and shall be co-ordinated by the Purchaser in co-operation with the Contractor. The Purchaser shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DARB shall prepare a report on its activities during the visit and shall send copies to the Purchaser and the Contractor.

The Purchaser and the Contractor shall furnish to the DARB one copy of all documents which the DARB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DARB and the Purchaser or the Contractor shall be copied to the other Party. If the DARB comprises three persons, the Purchaser and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DARB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DARB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DARB shall:

- (a) act fairly and impartially as between the Purchaser and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DARB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Purchaser and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Purchaser and the Contractor, the DARB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Purchaser, the Contractor and the Project Manager, and to proceed in the absence of any party who the DARB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Purchaser and the Contractor empower the DARB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DARB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute.

The DARB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DARB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Purchaser and the Contractor in writing. If the DARB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a

- majority of the Members, who may require the minority Member to prepare a written report for submission to the Purchaser and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
- (i) either the Purchaser or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (**Clause**). Whenever there is a conflict, the provisions herein shall prevail over those in the **Clause**. The corresponding clause number of the **Clause** is indicated in parentheses.

SCC No.	Conditions	GCC Sub-Clause	Data
1.	Purchaser's name and address	1.1(cc) & 4.1	TANZANIA BUREAU OF STANDARDS P.O Box 9524, Dar es Salaam
2.	Intended Completion Date	1.1(w)	The Supplier shall commence work on the facilities within 14 days after signing the contract.
3.	Tenderer's Representative	1.1 (k)	To be known after the award
4.	Time for Completion	1.1.(mm)&25.1	120 days
5.	Other document listed in the SCC as forming part of the Contract	2.3 (k)	Not Applicable.
6.	Conditions Precedent	3.1& 3.2	Not Applicable
7.	Governing Laws and Language	2.1&5.1	The Contract shall be interpreted according to the Laws of the United Republic of Tanzania. The Language of the contract shall be ENGLISH.
8.	Spare Parts	6.3	Additional Spare Parts Requirements are:Required.
9.	Time for Commencement and Completion	7.1	The Supplier shall commence work on the facilities within 14 days after signing the contract.
10.	Sustainable Procurement	1.1 (w) &7.2	The Completion of the facilities shall be attained within 120 days after commencement.
11.	Price Adjustment	8.7	Not Applicable.
11.	Price Adjustment	10.2 & 35.1	Price is fixed
12.	Terms of Payment	11.1 (a)	Payment for Goods supplied from Abroad: (i) Advance Payment:0 % percent of the Incoterms 2020 amount as payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. (ii) On Shipment Payment Percent 0 of the total or pro rata based on Incoterms 2020 upon delivery to Site. (iii) On Completion Payment Percent 0 of the total or pro rata based on Incoterms 2020 upon issue of the Completion Certificate. (iv) On Acceptance Payment Percent 100 of the total or prorata based on Incoterms 2020 upon issue of the Operational Acceptance Certificate. Payment of local currency portion shall be made in 100 % and Foreign Currency Portion of 0%. After receipt of invoice and shipping document of the total or pro-rata based on Incoterms 2020 within sixty (60) days.
		11.1.(b)	Payment for Goods supplied from within the United Republic of Tanzania: (i) An advance payment 0 percent equivalent to the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser.

SCC No.	Conditions	GCC Sub-Clause	Data
			<p>(ii) On Delivery Payment Percent 0 of the total or pro rata EXW amount upon Incoterm “Ex-Works,” upon delivery to the site.</p> <p>(iii) On Completion Payment Percent 100 of the total or pro rata EXW amount upon issue of the Completion Certificate.</p> <p>(iii) On Acceptance: The remaining 100 percent of the total or prorata EXW amount upon issue of the Operational Acceptance Certificate</p>
		11.1. (c)	<p>Local Transportation: An advance payment equivalent to 0 percent of the total transportation amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser.</p> <p>Payment on Transport Delivery equivalent to 0 percent of the total or pro rata local transportation amount upon delivery to the site.</p>
		11.1. (d)	<p>Installation Services: An Advance Payment Percent equivalent to 0 percent of the total installation services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser.</p> <p>Payment on Measured Installation Work equivalent to 0 percent of work performed by the Contractor, as identified in the said Programme of Performance, during the preceding month, as evidenced by the Purchaser’s authorization of the Contractor’s application, will be made monthly within forty-five (45) days after receipt of invoice.</p> <p>On Delivery Payment equivalent to 0 percent of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser’s authorization of the Contractor’s monthly applications, upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.</p> <p>On Acceptance Payment equivalent to 100 percent of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser’s authorization of the Contractor’s monthly applications, upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.</p>
13.	Contract Price	12.3.1	The Tanzanian Shilling.
14.	Contract Currency		
14.	Environmental and Social Performance Security	12.3.2	Environmental and Social Performance Securing Declaration.
15.	Form of Performance	12.3.4	Performance Securing Declaration

SCC No.	Conditions	GCC Sub-Clause	Data
	Security		
16.	Reduction of Value of Performance Security	12.3.5	The performance security will be discharged: 0 Percent of the Contract Amount
17.	Working Hours	21.1.5	08:00 to 16:00 East African Time hours hours.
18.	Funeral Arrangements	21.1.8	Not applicable.
19.	Lots Coordination	21.9	Not Applicable
20.	Completion of Guarantee Test	24.2.2	Guarantee test of the facilities shall be successfully completed within 365 days from the date of completion.
21.	Completion Time Guarantee	25.1	Contractor guarantees that the facilities shall be successfully completed within 7days.
22.	Liquidated Damages	25.2	The applicable rate of liquidated damages shall be between 0.10 to 0.20 percent of the cost of undelivered goods for every day of delay to a maximum of 10% of the contract sum.
23.	Bonus for Early Completion	25.3	No bonus will be given for earlier completion of the facilities or part thereof.
24.	Alternative Defects Liability Period	26.2	Defects liability period shall be 365 days from the date of completion of the facilities. Defects liability period shall be 365 days from the date of Operational Acceptance.
25.	Period of Extension of Warranty	26.10	The period of extension of warranty for critical components is not applicable.
26.	Insurance	33.1	(a) Cargo Insurance During Transport: 0 (b) Installation All Risks Insurance: 0 (c) Third Party Liability Insurance 0.00 (d) Third Party Motor Vehicle Insurance: 0.00 (e) Workers Compensations Insurance 0 (f) Third Party Professional Liability Insurance N/A (g) Insurance against loss or damage 0.00
27.	Date by which the DARB shall be appointed	44.1	DARB Appointment date is 25/06/2026 days after commencement of the contract.
28.	The DARB shall be comprised of	44.2	The Proposed Sole member of DARB for the Project is Tanzania Institute of Arbitrators (TIArb), EX-NEDCO Building, 4th Floor, Room 406, Ally Hassan Mwinyi Road, P. O. Box 76890, Dar es Salaam, Tanzania, Website: https://www.tiarb.or.tz/
29.	List of proposed members of DARB	44.3	If the name(s) are not agreed within 21 days before 25/06/2026.
30.	Appointment (if not agreed) to be made by	45.1(c)	If the name(s) are not agreed, The Proposed Appointing Authority for Appointment of DARB is Tanzania Institute of Arbitrators (TIArb), EX-NEDCO Building, 4th Floor, Room 406, Ally Hassan Mwinyi Road, P. O. Box

SCC No.	Conditions	GCC Sub-Clause	Data
31.	Rules of arbitration	48.1	76890, Dar es Salaam, Tanzania. Tanzania Institute of Arbitrators

SECTION X:

CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

THE UNITED REPUBLIC OF TANZANIA
(PE NAME)

NOTICE OF INTENTION TO AWARD A CONTRACT

Ref: (REFERENCE_NUMBER)

To: (SERVICEPROVIDER'S NAME AND ADDRESS)

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACTFOR (TENDER NUMBER) FOR
(TENDER_DESCRIPTION)**

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s (NAME OF SUPPLIER]for a contract price of (CONTRACT AMOUNT) for a completion period/delivery period of (COMPLETION OR DELIVERY DURATION).

Your tender was not considered for award of the contract due to^[1](REASONS FOR NON-RESPONSIVENESS).

Be informed that, you have five (5) calendar days from the date of this letter, within which to submit for administrative review any complaints you may have regarding this award decision and/or circumstances surrounding the non-responsiveness of your tender. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to (TITLE OF ACCOUNTING OFFICER) through NeST.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

(AUTHORIZED SIGNATURE)
(NAMEOF SIGNATORY)
(TITLE OF ACCOUNTING OFFICER)

[1] Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report, and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer

Letter of Acceptance

[letter head paper of the Employer]

[date]

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

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO.** *[insert tender number]* **FOR** *[insert tender description]*

Kindly refer to the above subject matter above.

2. This is to notify you that, your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the SCC]* has been accepted by our procuring entity at a total Contract Amount of *[amount in figures and words]* *[name of currency]*, as corrected and modified in accordance with the Instruction to Tenderers.

3. Before signing of the contract, you are required to furnish the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section XI, Contract Forms, of the Tendering Documents

In the case of Sole member of Dispute Adjudication Board

(a) We accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Adjudication Board
OR

(b) We do not accept that *[name proposed by Tenderer]* be appointed as Sole Member of Dispute Adjudication Board, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Sole Member of Dispute Adjudication Board in accordance with Clause 44.1 of the Instructions to Tenderers.

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

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

(b) We do not accept that 1..... 2..... and 3..... *[names proposed by Tenderer]* be appointed as Members of Dispute Avoidance and Resolution Board, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Members of Dispute Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers^[1].

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

[1] *To be used only if the Contractor disagrees in the Tender with the Members of DARB proposed by the Purchaser in the Instructions to Tenderers, and has accordingly offered another candidate. If the Purchaser does not accept the counterproposal, the sentence should so state, and be followed by an additional sentence: “We therefore shall request the *[name of Appointing Authority as named in the Special Conditions of Contract]* to appoint the Members of DARB in accordance with Clause 44 of the Instructions to Tenderers.”*

Form of Agreement

IF SUBMISSION IS FROM JVC **THIS CONTRACT** (hereinafter referred to as the “Contract”) is made this (CONTRACT_DATE) between (PE_NAME) of (PE - ADDRESS) situated at (PHYSICAL-ADDRESS)(hereinafter called the “Purchaser”) and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, (JVC_TENDERERS_LIST) (hereinafter referred to as the “Supplier”) (TENDERER-ADDRESS) situated at (PHYSICAL-ADDRESS) each of which shall be jointly and severally liable to the Purchaser for all the Contractor’s Obligations under this Contract.

OR

IF SUBMISSION IS NOT FROM JVC **THIS CONTRACT** (hereinafter referred to as the “Contract”) is made this (CONTRACT_DATE) between (PE_NAME) of (PE-ADDRESS) situated at (PHYSICAL-ADDRESS) (hereinafter referred to as the “Purchaser”) and, on the other hand, (TENDERER_NAME) (hereinafter referred to as the “Supplier”) (TENDERER-ADDRESS) situated at (PHYSICAL-ADDRESS) shall be liable to the Purchaser for all the Contractor’s Obligations under this contract.

WHEREAS,

- a) the Purchaser desires that Plant/Equipment be supplied and installed known as (TENDER_DESCRIPTION). should be executed by the Supplier, and has accepted a Tender for the supply and installation of Plant/Equipment
- b) the Supplier having represented to the Purchaser that they have the required professional skills, and personnel and technical resources, have agreed to deliver, install, complete and commission the Plant/Equipment on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];
- c) the Purchaser has set aside committed funds towards the cost of the supply and installation of Plant/Equipment and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Supplier shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW IT IS HEREBY AGREED as follows:

<p>Article 1. Contract Documents</p>	<p>1.1 Contract Documents (Reference GCC 2) The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:</p> <ul style="list-style-type: none"> a) Letter of Acceptance b) Form of Tender c) Special Conditions of Contract, d) General Conditions of Contract, e) Specifications f) Drawings; g) Bills of Quantity/ Price Schedule; h) Performance Securities: i) Power of Attorney; and j) Any other document listed in the SCC as forming part of the Contract including Minutes of Negotiation, JV Agreement where applicable. [This should be shown as Appendices: From Appendix 1 - Appendix nth] k) Contract Appendices: Appendix 1: Terms and Procedures of Payment Appendix 2: Price Adjustment Appendix 3: Insurance Requirements Appendix 4: Time Schedule Appendix 5: List of Major Items of Plant and Installation Services and List of Approved Subcontractors Appendix 6: Scope of Works and Supply by the Purchaser Appendix 7: List of Documents for Approval or Review
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	<p>Appendix 8: Functional Guarantee 1.2 <u>Order of Precedence</u> (Reference GCC 2)</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article</p> <p>1.1 (Contract Documents) above.</p> <p>1.3 <u>Definitions</u> (Reference GCC 1)</p> <p>Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.</p>
<p>Article 2. Contract Price and Terms of Payment</p>	<p>2.1 <u>Contract Price</u> (Reference GCC 10)</p> <p>The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of: <i>[amount of foreign currency in words]</i>, <i>[amount in figures]</i> as specified in Price Schedule No. 5 (Grand Summary) and <i>[amount of local currency in words]</i>, <i>[amount in figures]</i>, or such other sums as may be determined in accordance with the terms and conditions of the Contract.</p> <p>2.2 <u>Terms of Payment</u> (Reference GCC 11)</p> <p>The terms and procedures of payment according to which the Purchaser will reimburse the Supplier are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.</p> <p>The Purchaser shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Supplier in a bank in the country of the Supplier. The credit shall be for an amount of <i>[insert an amount equal to the total named in Schedule 1 less the advance payment to be made for Goods supplied from abroad]</i>.</p> <p>In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 10.2 or with any of the other terms of the Contract, the Purchaser shall arrange for the documentary credit to be amended accordingly. <i>[The Purchaser may want to insert a similar provision for the payment of the items listed in Schedule 2.]</i></p>
<p>Article 3. Effective Date for Determining Time for Completion</p>	<p>3.1 <u>Contract Effectiveness Date</u> (Reference GCC 1)</p> <p>The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:</p> <p>(a) The Purchaser has paid the Supplier the advance payment</p> <p>(b) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favour.</p> <p>Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.</p> <p>3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Supplier the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.</p>
<p>Article 4. Appendixes</p>	<p>4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract.</p>
	<p>4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.</p>

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE EMPLOYER

Name:

THE SUPPLIER

Name:

(Authorized Representative)

Designation:

Signature:

Date:

WITNESS

Name:

Designation:

Signature:

Date:

(Authorized Representative)

Designation:

Signature:

Date:

WITNESS

Name:

Designation:

Signature:

Date:

APPENDICES

Appendix 1: Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 14 (Terms of Payment), the Purchaser shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Tenderer unless otherwise agreed between the parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

Schedule No. 1. Goods Supplied from Abroad

In respect of goods supplied from abroad, the following payments shall be made:

Ten percent (10%) of the total CIF or CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced proportionately to the value of the goods shipped FOB or delivered to the site, as evidenced by shipping and delivery documents.

Eighty percent (80%) of the total or pro rata FOB or FCA amount upon *Incoterm* "FOB" or "FCA," within forty-five (45) days after receipt of invoice and shipping documents. In the event that shipping is delayed upon the written instruction of the Purchaser for more than twenty-eight (28) days beyond the date shown in the Programme of Performance provided in accordance with GCC sub-Clause 17.2, the Contractor may make an application for this part of the payment against warehouse receipts, always provided that the goods are ready for shipment on the date shown in the said Programme.

Eighty percent (80%) of the total or pro rata CIF or CIP amount upon *Incoterm* "CIF" or "CIP," upon delivery to site within forty-five (45) days after receipt of invoice, less eighty percent (80%) of the FOB amount already paid or authorized for payment.

Five percent (5%) of the total or pro rata CIF or CIP amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata CIF or CIP amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Schedule No. 2. Goods Supplied from within the United Republic of Tanzania

In respect of goods supplied from within the United Republic of Tanzania the following payments shall be made:

Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced proportionately to the value of the goods delivered to the site, as evidenced by shipping and delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon *Incoterm* "Ex-Works," upon delivery to the site within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Schedule No. 3. Local Transportation

In respect of local transportation for both the foreign currency (where applicable) and the local currency portions, the following payments shall be made:

Ten percent (10%) of the total local transportation amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of the Goods delivered to the site, as evidenced by shipping and delivery documents.

Ninety percent (90%) of the total or pro rata local transportation amount upon delivery to the site within forty-five (45) days after receipt of invoice.

Schedule No. 4. Installation Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

Ten percent (10%) of the total installation services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.

Eighty percent (80%) of the measured value of work performed by the Contractor, as identified in the said Programme of Performance, during the preceding month, as evidenced by the Purchaser's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser's authorization of the Contractor's monthly applications, upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Purchaser's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

In the event that the Purchaser fails to make any payment on its respective due date, the Purchaser shall pay to the Contractor interest on the amount of such delayed payment at the rate of *[insert a figure that may be different for the foreign and local currency portions and a figure that reflects the cost of money in the respective currencies]* percent (___%) per month for period of delay until payment has been made in full.

PAYMENT PROCEDURES

The procedures to be followed in applying for certification and making payments shall be as follows:

Appropriate procedures, normally through letters of credit, are to be inserted (including forms and certificates annexed as appropriate) by the Purchaser in the Tendering documents.

Appendix 2: Price Adjustment

Note: Where the contract Period (excluding the **Defects Liability Period** Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labour and material components. In such cases, the Tendering documents shall include in Appendix 2 a formula of the following general type, pursuant to GCC sub-Clause 10.2.

Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under appendix 2 that the prices are to remain firm and fixed for the duration of the contract.

Sample Price Adjustment Formula

Prices payable to the contractor, in accordance with the Contract, shall be subject to adjustment during the performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price (base price)

a = fixed element representing profit and overhead in Contract price ($a = \%$)

b = estimated percent of labour component in Contract price ($b = \%$)

c = estimated percent of plant & equipment component in Contract price ($c = \%$)

L_0, L_1 = labour indexes applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

M_0, M_1 = material indexes for the major raw materials in the country of origin on the base date and the date for adjustment, respectively

The sum of the three coefficients a , b , and c shall be one (1) in every application of the formula.

Conditions Applicable To Price Adjustment

The Tenderer shall indicate the source of labour and materials indexes and the base date indexes in its tender.

Item Source of Indexes Used BaseDate Indexes

The base date shall be the date thirty (30) days prior to the Tender closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of the component or Plant.

The following conditions shall apply:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.
- (b) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Purchaser under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Purchaser will, however, be entitled to any price decrease occurring during such periods of delay.
- (c) The total adjustment (plus or minus) shall be subject to a ceiling amount of percent (___%) of the Contract price.
- (d) If the currency in which the Contract price, P_0 , is expressed is different from the currency of the country of origin of the labour and/or materials indexes, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (e) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary, with provision for the usage of Contractor's equipment in the works formula.

Appendix 3: Insurance Requirements

Note: Details to be completed by the **Purchaser** prior to issuing the Tendering documents. In the event that the Employer provides any insurances under the Contract, appropriate details must also be given.

Insurances to be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 33, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities(including spare parts therefor), and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount Deductible limits Parties insured FromTo

[in currency(ies)] [names] [place] [place]

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount Deductible limits Parties insured FromTo

[in currency(ies)] [names] [place] [place]

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any parts of the Facilities that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Facilities.

AmountDeductible limits Parties insured FromTo

[in currency(ies)] [names] [place] [place]

(d) Automobile Liability Insurance

Covering the use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with thestatutory requirements applicable in United Republic of Tanzania

(f) Employer's Liability

In accordance with thestatutory requirements applicable in United Republic of Tanzania

(g) Other Insurances

The Contractor is alsorequired to take out and maintain at its own cost the following insurances:

Details:

Amount Deductible limits Parties insured FromTo

[in currency(ies)] [names] [place] [place]

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC sub-Clause 36.1, except for the Third-Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policiestaken out by the Contractor pursuant to GCC sub-Clause 33.1, except for the Cargo, Workers' Compensation and Purchaser's Liability Insurances. All insurer's rights of subrogation against suchco-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Insurances to be taken out by the Purchaser

Note: If the Employeris proposing to take out any or all of the above insurances itself, or anyother insurances in respect of the Facilities, either in its own name or in the joint names of itself and the Contractor, it shall give details below prior to issuing the Tendering documents. Under the terms of the Contract, the Contractor and the Contractor's Subcontractors shall be named as co-insured's under all such policies.

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

Amount Deductible limits Parties insuredFromTo

[in currency(ies)] [names] [place] [place]

Appendix 4: Time Schedule

The Purchaser should normally provide a Time Schedule to be followed by the Contractor during the performance of the Contract. This schedule should be provided with the Tendering documents under this Appendix. All completion times indicated must be by the information regarding Time(s) for Completion given in the Tender Data Sheet.

Except under exceptional circumstances, the Time Schedule should indicate periods (e.g., weeks or months) and not specify calendar dates. All periods should be shown from the Effective Date of the Contract.

Should it become necessary to amend the Time Schedule to reflect any agreements made with the selected Tenderer before the award of the Contract, the amended Time Schedule shall replace the original Time Schedbefore to the signature of the Contract Agreement.

If the Tendering documents contain no Time Schedule, the Tenderer shall be required to submit with its Tender a detailed program, normally in the form of a bar chart, showing how and the order in which it intends to perform the Contract and showing the key events requiring action or decision by the Purchaser. In preparing this Programme, the Tenderer shall adhere to the Time(s) for Completion given in the Tender Data Sheet or give its reasons for not adhering thereto. The Time Schedule submitted by the selected tenderer and amended as necessary before the award of the Contract shall be included as Appendix to the Contract Agreement before the Contract is signed.

If Tenderers, under the provisions of the instructions to Tenderers, are to be permitted to offer an Alternative Tenderbased on a different Time Schedule, details of this and any resulting reduction in Price from their conforming tender based on the Time Schedule included in the Tendering documents shall be submitted as an Attachment to their tender.

Appendix 5: List of Approved Subcontractors

Note: Prior to the award of the contract, the following details shall be completed, indicating those Subcontractors proposed by the Tenderer in the corresponding Attachment to its tender that are approved by the Purchaser for engagement by the Contractor during the performance of the Contract.

The following subcontractors are approved for carrying out the items of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Purchaser of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 18.1, the Contractor is free to submit proposals for subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Purchaser and their names have been added to this list of approved Subcontractors.

Item of Facilities Approved Subcontractors Nationality

Appendix 6: Scope of Works and Supply by the Employer

Note: Prior to issuing the Tendering documents, the Purchaser shall indicate in this Appendix details of all personnel and Facilities it will provide for use by the Contractor and indicate, where applicable, the charges that it will make in respect of their use.

The Purchaser shall also identify any part(s) of the facilities it intends to carry out itself (or by other contractors), and any plant, equipment, or materials that it proposes to purchase itself and supply to the Contractor for incorporation in the facilities, indicating, where applicable, the charges that it will make in respect thereof.

The following personnel, facilities, works, and supplies will be provided/supplied by the Purchaser, and the provisions of GCC Clauses 12, 23, and 26 shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance under GCC sub-Clause 17.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor (if any)

Facilities Charge to Contractor (if any)

Works Charge to Contractor (if any)

Supplies Charge to Contractor (if any)

Appendix 7: List of Documents for Approval or Review

According to GCC sub-Clause 19.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager following the requirements of GCC sub-Clause 17.2 (Programme of Performance), the following documents for

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Appendix 8: Functional Guarantees

1. General

This Appendix sets out

- (a) the functional guarantees referred to in GCC Clause 27 (Functional Guarantees)
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) the minimum level of functional guarantees
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

[List any conditions for the carrying out of the Guarantee Test referred to in GCC sub-Clause 244.2.]

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

3.1 Production Capacity

[List here the production capacity that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its tender.**]
and/or

3.2 Raw Materials and Utilities Consumption

[List here the guaranteed items of consumption per unit of production (e.g., kg, tons, kcal, kWh, etc.) that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its tender.**]

4. Failure in Guarantees and Liquidated Damages

4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC sub-Clause 24.2, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Purchaser in lieu of making changes, modifications, and/or additions to the Facilities, pursuant to GCC sub-Clause 27.3, then the Contractor shall pay liquidated damages at the rate of *[amount in the contract currency]* for every complete one percent (1%) of the deficiency in the production capacity of the Facilities, or at a proportionately reduced rate for any deficiency, or part thereof, of less than a complete one percent (1%).

4.2 Raw Materials and Utilities Consumption in excess of Guaranteed Level

[To be specified in the appropriate wording for the type of facilities if there are consumption guarantees.]

If the actual measured figure of specified raw materials and utilities consumed per unit (or their average total cost of consumption) exceeds the guaranteed figures specified in para. 3.2 above (or their specified average total cost of consumption), but the actual consumption attained in the guarantee test, pursuant to GCC sub-Clause 24.2, is not more than the maximum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the employer in lieu of making changes, modifications and/or additions to the Facilities pursuant to GCC sub-Clause 27.3, then the Contractor shall pay liquidated damages at the rate of *[amount in the contract currency]* for every complete one percent (1%) of the excess consumption of the Facilities, or part thereof, of less than a complete one percent (1%).

[The rate of liquidated damages specified in paras. 4.1 and 4.2 above shall be at least equivalent to the rate specified in the SCC for the comparison of functional guarantees provided by the Tenderers]

4.3 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its cost make good any deficiencies until the Facilities reach any of such minimum performance levels, under GCC sub-Clause 27.2:

- (a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the guaranteed production capacity

and/or

- (b) the average total cost of consumption of all the raw materials and utilities of the Facilities: one hundred and five percent (105%) of the guaranteed figures.

4.4 Limitation of Liability

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed _____ percent (___ %) of the Contract price *[the percentage specified shall not exceed ten percent (10%)]*.

**PERFORMANCE BANK GUARANTEE
(UNCONDITIONAL)**

[Bank/successful tenderer providing the guarantee shall complete this form according to the instructions given in the brackets, if Procuring Entity requires this type of security.]

[Insert name of bank, and address of the issuing branch or office]

Beneficiary: *[Insert name and address of the Procuring Entity]*

Date: *[Insert date]*

PERFORMANCE GUARANTEE NUMBER: *[Insert Performance Guarantee number]*

We have been informed that *[insert name of the Contractor]* (hereinafter referred to as “*Contractor*”) has been awarded the contract under Tender No. *[insert the tender reference number]* from your institution for the execution of *[insert the name and brief description of the tender]*.”

Furthermore, we understand that, according to the terms of the award of the contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of the Bank]* hereby undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]*, payable in the type and proportion of currency in which the contract price is payable, upon receipt of your written demand accompanied by a written statement indicating the Contractor’s failure to fulfil its obligations under the contract and a copy of the contract signed between the Contractor and your institution, without the need to prove or to show grounds for your demand or the amount specified therein.

This guarantee shall expire no later than 28 days from the date of issuance of the certificate of completion of a contract, calculated based on a copy of the certificate that we shall be provided with, or on *[insert 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 of the Bank’s authorised representative(s)]

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

Bank Guarantee—Conditional

[Name of Contract]

To: *[Name and address of Purchaser]*

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement (“the Contract”) signed on *[date]* between you and *[name of Contractor]* (“the Contractor”) concerning design, execution and completion of *[Brief description of the Facilities]*.

By this letter we, the undersigned, *[name of Bank]*, a Bank (or company) organized under the laws of *[country of Bank]* and having its registered/principal office at *[address of Bank]*, do hereby jointly and severally with the Contractor irrevocably guarantee payment owed to you by the Contractor, pursuant to the Contract, up to the sum of *[amount]*, equivalent to *[number]* percent (%) *[amount shall not exceed ten percent (10%) in any case]* of the Contract Price until the date of the Operational Acceptance Certificate and thereafter up to a sum of *[amount]*, equivalent to *[number]* percent (%) *[amount shall not exceed five percent (5%) in any case]* of the Contract Price, until twelve (12) months after the date of Operational Acceptance, or eighteen (18) months after Completion of the Facilities, whichever comes first.

Where it is agreed between you and the Contractor that the Facilities are to be accepted in parts, and thus where there are separate Completion and Operational Acceptance Certificates for each part, this Letter of Guarantee shall be apportioned to the value of each such part and shall reduce or expire as provided above on or following Completion or Operational Acceptance of each part.

We shall only undertake to make payment under this Letter of Guarantee upon our receipt of a written demand signed by your duly authorized officer for a specified sum, where such demand sets out the reasons for your claim under this Letter of Guarantee and is accompanied by

- (a) a copy of the written notice sent by you to the Contractor before making the claim under this Guarantee, specifying the Contractor’s breach of contract and requesting the Contractor to remedy it
- (b) a letter signed by your duly authorized officer certifying that the Contractor has failed to remedy the default within the period allowed for remedial action
- (c) a copy of your written notice to the Contractor stating your intent to claim under this Letter of Guarantee because of the Contractor’s failure to remedy the default in accordance with the request referred to in para. (a) above.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sums requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the earlier of twelve (12) months after the date of Operational Acceptance or eighteen (18) months after the date of Completion of the Facilities or, where the Facilities are to be accepted in parts, twelve (12) months after the date of Operational Acceptance or eighteen (18) months after the date of Completion of the last part or *[date]*, whichever comes first.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the Defect Liability Period is extended with respect to any part of the Facilities in accordance with the Contract, you shall notify us, and the validity of this Letter of Guarantee shall be extended with respect to the percentage of the Contract Price stipulated in the notification until expiry of such extended Defect Liability Period.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sum guaranteed hereunder, whichever is the earlier.

All notices to be given hereunder shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without

notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,
[Name of the Bank]
Authorized Signature

Performance Securing Declaration^[1]

Date: [insert **date**(as day, month and year)] Contract No.: [*insert Contract number*]

To: [*insert complete name of Employer*]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Service Provider of its obligations under the Contract, I/We shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/We will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract in accordance with the Terms and Conditions therein.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the supply and installation services by the Employer.

Signed:[*insert signature of person whose name and capacity are shown*] in the capacity of [*insert legal capacity of person signing the Performance Securing Declaration*]

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

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

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

Corporate Seal (where appropriate)

[1] Used as an alternative performance security for Contracts whose value fall under Regional Exclusive Preference (i.e. TZS 50,000,000,000/- as per Tenth Schedule of Public Procurement Regulations -GN. No. 518 of 2024). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance

Environmental and Social Performance Securing Declaration

Date: [insert day, month, year]

Contract No. and Title: [insert contract number and title]

To: [Insert complete name of Employer/Client/Purchaser] (select as applicable)

[Insert complete physical address of Employer/Client/Purchaser] (select as applicable)

Declaration:

I/We, the undersigned, hereby declare as follows:

1. Understanding of Obligations:

I/We acknowledge that under the terms and conditions of the above-reference dcontract, I/We am/are duty-bound to guarantee the faithful environmental and social performance by the [Contractor/Supplier/Service Provider/Consultant] (select as applicable) concerning all obligations under the contract.

2. Consequences of Non-Performance:

I/We accept that in the event of failing to perform the contract in accordance with the stipulated Environmental and Social terms and conditions, I/We may be barred from participating in public procurement for a period as may be determined by the Public Procurement Regulatory Authority, in accordance with the Public Procurement Act, Cap. 410 and its Regulations.

3. Validity of Declaration:

This Environmental and Social Performance Securing Declaration shall remain valid until satisfactory performance and final acceptance of the assignment by the Employer/Client/Purchaser (select as applicable).

Declared and signed by:

Name: [insert name of person signing the Environmental and Social Performance Securing Declaration]

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

Designation: [insert legal capacity of person signing the Environmental and Social Performance Securing Declaration]

Duly authorized to sign the Contract for and on behalf of: [insert complete name of Contractor/Service Provider/Consultant/Supplier] (select as applicable).

Dated on thisday of,..... [insert date of signing]

Affix Corporate Seal/Stamp (as appropriate)

ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Employer]

Date: _ [Insert date of issue]

ES PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ^[1], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social, (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ^[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] Insert the date twenty-eight days after the expected completion date as described in GCC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Bank Guarantee Form for Advance Payment

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

Beneficiary: [Name and Address of Purchaser]

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 [date] with you, for the execution of [name of contract and brief description of Facilities] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in these [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 toward the execution 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 his account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of goods to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance 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.

[signature(s)]

Sample form for Advance Payment Application

Insert [Tenderer Logo]

Insert [TENDERER_NAME]

Insert [TENDERER_ADDRESS]

APPLICATION FOR ADVANCE PAYMENT

A. Contract Data

This application is made under General Conditions of Contract (GCC) Clause [insert relevant clause]

S/N	DESCRIPTION	PARTICULARS
1.	Name of Procuring Entity:	<i>Insert [PE_NAME]</i>
2.	Contractor's/Vendor's Name:	<i>Insert [TENDERER_NAME]</i>
3.	Contract No:	<i>Insert [CONTRACT_NUMBER]</i>
4.	Contract Description:	<i>Insert [TENDER_DESCRIPTION]</i>
5.	Contract Signing Date:	<i>Insert [CONTRACT_SIGNING_DATE]</i>
6.	Start Date:	<i>Insert [CONTRACT_START_DATE]</i>
7.	Intended Completion Date:	<i>Insert [INTENDED_COMPLETION_DATE]</i>
8.	Application for Payment No:	<i>Insert [APPLICATION_NUMBER]</i> <i>First Application</i> <i>Second Application</i> <i>Third Application etc.</i>
9.	Application Date:	<i>Insert [ADVANCE_PAYMENT_APPLICATION_DATE]</i>

10.	Contract Price:	<i>Insert [CONTRACT_PRICE]</i>
11.	Advance Payment Percent:	<i>Insert [ADVANCE_PAYMENT_PERCENT]</i>
12.	Advance Payment Currency:	<i>Insert [ADVANCE_PAYMENT_CURRENCY]</i> <i>(Currency One)</i> <i>(Currency Two)</i> <i>(Currency Three)</i>
13.	Advance Payment Amount:	<i>Insert [ADVANCE_PAYMENT_AMOUNT]</i> <i>Payment for Currency One</i> <i>Payment for Currency Two</i> <i>Payment for Currency Three</i>
14.	Tenderer Bank Details:	Tenderer Account Number: Tenderer Account Name: Bank Name: Bank Region: Bank Country: Bank SWIFT Code:

B. Commitment by Contractor/Consultant/Supplier/Service Provider

The advance payment shall only be used for the purpose of mobilization expenses or other requirements specifically for execution of the assignment as stipulated in the contract document and we shall demonstrate to the Project Manager that the advance payment has been used for the intended purposes.

Applied by:*(Insert name of representative of the Contractor/Consultant/Supplier/ Service provider)*

Signed by:*(insert name)*

Signature:*(insert signature)*

Title:*(insert title)*

FORMS AND PROCEDURES

Form of Completion Certificate

Date: _____

TENDER NO. N°: _____

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Ladies and/or Gentlemen,

Pursuant to **GCC 23** (Completion of the Facilities) of the **GCC** entered into between yourselves and the Employer dated *[insert date]*, relating to the *[brief description of the Facilities]*, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: *[description]*
2. Date of Completion: *[date]*

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title
(Project Manager)

Form of Operational Acceptance Certificate

Date:

TENDERNO. N°:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Ladies and/or Gentlemen,

Pursuant to **GCC 24.3** (Commissioning and Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[insert date]*, relating to the *[brief description of the Facilities]*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: *[description]*

2. Date of Operational Acceptance: *[insert date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title

(Project Manager)

Change Order Procedure

1. General

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with **GCC Clause 38** (Change in the Facilities) of the General Conditions of Contract.

2. Change Order Log

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

3. References for Changes

- (1) Request for Change as referred to in **GCC Clause 38** shall be serially numbered CR-X-*nnn*.
- (2) Estimate for Change Proposal as referred to in **GCC Clause 38** shall be serially numbered CN-X-*nnn*.
- (3) Acceptance of Estimate as referred to in **GCC Clause 38** shall be serially numbered CA-X-*nnn*.
- (4) Change Proposal as referred to in **GCC Clause 38** shall be serially numbered CP-X-*nnn*.
- (5) Change Order as referred to in **GCC Clause 38** shall be serially numbered CO-X-*nnn*.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office CR-H-*nnn*

Site CR-S-*nnn*

- (b) The above number "*nnn*" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

Annex 1. Request for Change Proposal

(Employer's Letterhead)

To: [Contractor's name and address] Date:

Attention:[Name and title]

ContractName: [Contract name]

ContractNumber: [Contract number]

DearLadies and/or Gentlemen:

With reference to thecaptioned Contract, you are requested to prepare and submit a Change Proposalfor the Change noted below in accordance with the following instructions within[number] days of the date of thisletter [or on or before (date)].

1. Title of Change: [Title]

2. Change Request No./Rev.: [Number]

3. Originator of Change: Employer: [Name]

Contractor (byApplication for Change Proposal No. [Number][\[1\]](#)):

4. Brief Description of Change: [Description]

5. Facilities and/or Item No. of equipmentrelated to the requested Change: [Description]

6. Reference drawings and/or technicaldocuments for the request of Change:

DrawingNo./Document No. Description

7. Detailed conditions or specialrequirements on the requested Change: [Description]

8. General Terms and Conditions:

- (a) Please submit your estimate to us showingwhat effect the requested Change will have on the Contract Price.
- (b) Your estimate shall include your claim forthe additional time, if any, for completion of the requested Change.
- (c) If you have any opinion negative to theadoption of the requested Change in connection with the conformability to theother provisions of the Contract or the safety of the Plant or Facilities,please inform us of your opinion in your proposal of revised provisions.
- (d) Any increase or decrease in the work of theContractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution ofthe work for the requested Change until we have accepted and confirmed theamount and nature in writing.

(Employer'sName)

(Signature)

(Nameof signatory)

(Titleof signatory)

[\[1\]](#) Refer to Annex 7.

Annex 2. Estimate for Change Proposal

(Contractor's Letterhead)

To: [Employer's name and address] Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with **GCC38.2.1** of the General Conditions of Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with **GCC38.2.2**, is required before estimating the cost for change work.

1. Title of Change: [Title]

2. Change Request No./Rev.: [Number]

3. Brief Description of Change: [Description]

4. Scheduled Impact of Change: [Description]

5. Cost for Preparation of Change Proposal: [Cost] [\[1\]](#)

(a) Engineering (Amount)

(i) Engineer hrs x rate/hr =

(ii) Draftsperson hrs x rate/hr =

Sub-total hrs

Total Engineering Cost

(b) Other Cost

Total Cost(a) + (b)

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

[\[1\]](#) Costs shall be in the currencies of the Contract.

Annex 3. Acceptance of Estimate

(Employer's Letterhead)

To: *[Contractor's name and address]*

Date: _____

Attention: *[Name and title]*

ContractName: *[Contract name]*

ContractNumber: *[Contract number]*

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Request number/revision]*
3. Estimate for Change Proposal No./Rev.: *[Proposal number/revision]*
4. Acceptance of Estimate No./Rev.: *[Estimate number/revision]*
5. Brief Description of Change: *[Description]*
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with **GCC Clause 38** of the General Conditions.

(Employer's Name)

(Signature)

(Name and Title of signatory)

Annex 4. Change Proposal

(Contractor's Letterhead)

To: [Employer's name and address] Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. [Number], we hereby submit our proposal as follows:

1. Title of Change: [Name]

2. Change Proposal No./Rev.: [Proposal number/revision]

3. Originator of Change: Employer: [Name]

Contractor: [Name]

4. Brief Description of Change: [Description]

5. Reasons for Change: [Reason]

6. Facilities and/or Item No. of Equipment related to the requested Change: [Facilities]

7. Reference drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal: 1

(Amount)

(a) Direct material

(b) Major construction equipment

(c) Direct field labor (Total hrs)

(d) Subcontracts

(e) Indirect material and labor

(f) Site supervision

(g) Head office technical staff salaries

Process engineer hrs @ rate/hr

Project engineer hrs @ rate/hr

Equipment engineer hrs @ rate/hr

Procurement hrs @ rate/hr

Draftsperson hrs @ rate/hr

Total hrs

(h) Extraordinary costs (computer, travel, etc.)

(i) Fee for general administration, % of Items

(j) Taxes and customs duties

Total lump sum cost of Change Proposal

(Sum of items (a) to (j))

Cost to prepare Estimate for Change Proposal

(Amount payable if Change is not accepted)

9. Additional time for Completion required due to Change Proposal

10. Effect on the Functional Guarantees

11. Effect on the other terms and conditions of the Contract

12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer

13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within _____ days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

(c) Contractor's cost for preparation of this Change Proposal: 2

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

1 Costs shall be in the currencies of the Contract.

2 Specify where necessary.

Annex 5. Change Order

(Employer's Letterhead)

To: *[Contractor's name and address]* Date: _____

Attention: *[Name and title]*

ContractName: *[Contract name]*

ContractNumber: *[Contract number]*

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. *[Number]*), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with **GCC38** of the General Conditions of Contract.

1. Title of Change: *[Name]*
2. Change Request No./Rev.: *[Request number/revision]*
3. Change Order No./Rev.: *[Order number/revision]*
4. Originator of Change: Employer: *[Name]*
Contractor: *[Name]*
5. Authorized Price:
Ref. No.: *[Number]* Date: *[Date]*
Foreign currency portion *[Amount]* plus Local currency portion *[Amount]*
6. Adjustment of Time for Completion
None Increase _____ days Decrease _____ days
7. Other effects, if any

Authorized by: _____ Date: _____
(Employer)

Accepted by: _____ Date: _____
(Contractor)

Annex 6. Pending Agreement Change Order

(Employer's Letterhead)

To: [Contractor's name and address]

Date: _____

Attention: [Name and title]

ContractName: [Contract name]

ContractNumber: [Contract number]

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with **GCC38** of the General Conditions of Contract.

1. Title of Change: [Name]
2. Employer's Request for Change Proposal No./Rev.: [Number/revision] dated: [Date]
3. Contractor's Change Proposal No./Rev.: [Number/revision] dated: [Date]
4. Brief Description of Change: [Description]
5. Facilities and/or Item No. of equipment related to the requested Change: [Facilities]
6. Reference Drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
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7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 7. Application for Change Proposal

(Contractor's Letterhead)

To: [Employer's name and address] Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: [Name]

2. Application for Change Proposal No. /Rev.: [Number/revision] dated: [Date]

3. Brief Description of Change: [Description]

4. Reasons for Change:

5. Order of Magnitude Estimation (in the currencies of the Contract):

6. Scheduled Impact of Change:

7. Effect on Functional Guarantees, if any:

8. Appendix:

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)