



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF FINANCE
TANZANIA REVENUE AUTHORITY**



REQUEST FOR TENDER

TENDER NO.: TR134/2024/2025/G/61

FOR

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

21/03/2025

LIST OF ABBREVIATIONS

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
OAG	Office of the 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
TDS	Tender Data Sheet

Part 1 – Tendering Procedures

SECTION I: INVITATION FOR TENDER



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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 01/08/2024.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA REVENUE AUTHORITY during the financial year 2024/2025. 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, Customization and Commissioning of Enterprise Resource Planning System (ERP).
3. The TANZANIA REVENUE AUTHORITY 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, Customization and Commissioning of Enterprise Resource Planning System (ERP).
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 Security in the form of Tender Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 300,000,000.00.
8. All tenders must be properly filled in and submitted through NeST at or before 2:00 PM hours local time on 14/04/2025. 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.

COMMISSIONER GENERAL

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SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. Introduction

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 Information System as specified in the TDS and Section VII - Schedule of Requirements of the Information System, Technical Specification. The successful Tenderer will be expected to supply and install the Information System within the period stated in the TDS from the start date specified in the TDS . The duration of the Contract shall be as 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 ITT 3 (Eligible Tenderers)
	1.3	Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the General Conditions of Contract (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 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 specified in the TDS. A Tenderer may be a natural person, private Entity, public or semi-public owned enterprise, subject to ITT 3.5 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (hereinafter referred to as JVCA).
	3.2	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 joint venture, consortium, or association 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.
	3.3	The appointment of Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.4	Any agreement that form a JVCA shall be required to be submitted as part of the tender and shall be attested.
	3.5	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.
	3.6	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
	3.7	<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 a Tenderer as a subcontractor in another tender or of a firm as a subcontractor in more than one tender; 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.
	3.8	<p>Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> (a) the 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 Tenderer 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 in accordance with the Public Procurement Act or is ineligible from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; or (f) the tenderer is from ineligible country as specified under Section VI (Ineligible Country) of this tendering document.

	3.9	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 PE.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.
4. Eligible Goods 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 are stated in the TDS.
	4.2	For the purposes of this Tendering document, the term “Information System” means all: (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.
	4.3	For purposes of ITT4.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
	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 should 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 where the Information System is to be installed and its surrounding, and obtain for itself all information that may be necessary for preparing the and entering into a Contract. The costs of visiting the Site shall be at the Tenderer's own expense.
	7.3	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.3	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.
	7.4	The Tenderer's designated representative is invited to attend site visit and/or a 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.
	7.5	The Tenderer may submit questions (if any) through NeST to reach 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 7.6.
	7.6	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) calendar days to all participating Tenderers through NeST. Any modification of the tendering document listed in ITT 8.1 [Content of tendering document] 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 document] and not through the minutes of the pre-tender meeting.

B. The Tendering Documents

8. Content of Tendering Documents	8.1	<p>The Tendering documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITT 10.2 [Amendments of Tendering Documents]:</p> <p>PART 1: TENDERING PROCEDURES</p> <p>Section II - Instructions to Tenderers (ITT).</p> <p>Section III - Tender Data Sheet (TDS).</p> <p>Section IV – Qualification and Evaluation Criteria.</p> <p>Section V - Tendering Forms.</p> <p>Section VI - Eligible Countries.</p> <p>PART 2: PROCURING ENTITY’S REQUIREMENTS</p> <p>SECTION VII: Requirements of the Information System.</p> <p>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>SECTION VIII - General Conditions of Contract (GCC).</p> <p>Section IX - Special Conditions of Contract (SCC).</p> <p>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 to submit 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 seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
	9.2	<p>The PE will within one(1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</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 Clause 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 issued including the notice of any extension of the deadline shall be part of the Tendering Documents pursuant to ITT 8.1 [Content of Tendering Documents] and shall be communicated through NeST to participating tenderers.</p>
	10.3	<p>In order to allow prospective Tenderers reasonable time, take an addendum into account when preparing their tenders, the PE, at its discretion, may extend the deadline for the submission of Tenders,</p>

		pursuant to ITT Clause 24.2 [Deadline of Submission of Tenders].
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C. Preparations of Tenders

11. Language of Tender	11.1	<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.</p> <p>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>
12. Documents Constituting the Tender	12.1	<p>The tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT 16 [Form of Tender and Price Schedules], 18 [Tender Prices and Discounts and 19 [Tender Currencies]; b) Tender Security or Tender Securing Declaration furnished in accordance with ITT 21 [Tender Security or Tender Securing Declaration]. c) Alternative Tender: if permissible, in accordance with ITT 17 [Alternative Tenders]; d) Duly Notarized Power Attorney (in the format provided in Section V – Forms of Tender) authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22 [Format and Signing of Tender]. e) Eligibility of Information System: documentary evidence established in accordance with ITT 13.1 [Documents Establishing Eligibility of the Information System] that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible; f) Tenderer’s Eligibility: documentary evidence in accordance with ITT 14 [Documents Establishing Eligibility and Qualifications of the Tenderer] establishing the Tenderer’s eligibility and qualifications to perform the contract if its Tender is accepted; g) Conformity: documentary evidence established in accordance with ITT 15 [Documents Establishing Conformity of the Information System] that the Information System offered by the Tenderer conform to the Tendering document; h) Subcontractors: list of subcontractors, in accordance with ITT 15.4 [Documents Establishing Conformity of the Information System]; i) Intellectual Property: a list of: Intellectual Property as defined in GCC 14 [Patent and Copyright]; j) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause 6.3 [Scope of Facilities]. k) System, General Purpose, and Application Software defined in GCC Clause 6.3 [Scope of Facilities]; or l) Standard and Custom Software defined in GCC Clause 6.3 [Scope of Facilities]; m) All Custom Materials, as defined in GCC Clause 6.3 [Scope of Facilities], included in the Tender n) All Materials not identified as Custom Materials shall be

		<p>deemed Standard Materials, as defined in GCC Clause 6.3 [Scope of Facilities]</p> <p>o) Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 38 [Change in the Facilities]; and</p> <p>p) Any other document required in the TDS.</p>
	12.2	In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.
	12.3	The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender
13. Documents Establishing Eligibility of the Information System	13.1	To establish the eligibility of the Information System in accordance with ITT 13, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section V, Tendering Forms.
14. Documents Establishing Eligibility and Qualifications of the Tenderer	14.1	To establish its eligibility and qualifications to perform the Contract in accordance with Section IV, Qualification and Evaluation Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section V, Tendering Forms.
	14.2	In the event that prequalification of potential Tenderers has been undertaken, only tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their tenders any information updating their original prequalification applications or, alternatively, confirm in their tenders that the originally submitted prequalification information remains essentially correct as of the date of tender submission.
	14.3	<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</p>

		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 that the Tenderer meets the qualification criteria specified in Section IV– Qualification and Evaluation Criteria.
	14.4	When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:- a) average annual turnover; b) particular experience including key production rates; c) financial means, etc.; d) personnel capabilities; and e) equipment capabilities.
15. Documents Establishing Conformity of the Information System	15.1	Pursuant to ITT 12.1 (g) [Documents Constituting the Tender], the Tenderer shall furnish, as part of its Tender, documents establishing the conformity to the Tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.
	15.2	The documentary evidence of conformity of the Information System to the Tendering documents including: (a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must address a minimum of the following topics; (i) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, timeand resource-bound schedules (in GANTT format); (ii) Implementation Sub-Plan; (iii) Training Sub-Plan; (iv) Testing and Quality Assurance Sub-Plan; (v) Warranty Defect Repair and Technical Support ServiceSub-Plan (vi) any other topics specified in the TDS. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the PE and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties; (b) written confirmation that the Tenderer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Tendering documents; (c) an item-by-item commentary on the PE's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the Tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs,

		<p>technical specifications, or other preprinted materials submitted with the Tender, the item-by-item commentary shall prevail;</p> <p>(d) support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and</p> <p>e) any separate and enforceable contract(s) for Recurrent Cost items which the ITT 18.2 [Tender Prices and Discounts] requires Tenderers to Tender.</p>
	15.3	References to brand names or model numbers or national or proprietary standards designated by the PE in the tendering documents are intended to be descriptive and not restrictive. Except as specified in the TDS for specific items or standards, the Tenderer may substitute alternative brand/model names or standards in its Tender, provided that it demonstrates to the PE's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements
	15.4	For major items of the Information System as listed by the PE in Section IV, Qualification and Evaluation Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the PE for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
	15.5	The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4 [Eligible Plant, Equipment, and Services], and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 [Eligible Goods and Services and ITT 15.1.
16. Form of Tender and Price Schedules	16.1	The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 17.3 [Alternative Tenders] All blank spaces shall be filled in with the information requested.
17. Alternative Tenders	17.1	The TDS indicates whether alternative Tenders are allowed. If they are allowed, the TDS will also indicate whether they are permitted in accordance with ITT 17.3, or invited in accordance with ITT 17.2 and/or ITT 17.4.
	17.2	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, Qualification and Evaluation Criteria.
	17.3	Except as provided under ITT 17.4 below, Tenderers wishing to offer technical alternatives to the PE's requirements as described in the Tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the PE's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the PE, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Most Advantageous Tender conforming to the basic technical requirements shall be considered by the PE.

	17.4	When Tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in SECTION VII: SCHEDULE OF REQUIREMENTS OF THE INFORMATION SYSTEM. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the PE on their own merits, pursuant to ITT 33 [Evaluation and Comparison of Tenders].
18. Tender Prices and Discounts	18.1	All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII: Schedule of Requirements of the Information System, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section V), in accordance with the instructions provided in the tables and in the manner specified below.
	18.2	<p>Unless otherwise specified in the TDS, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII: Requirements of the Information System (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section V), in accordance with the instructions provided in the tables and in the manner specified below:</p> <p>(a) if specified in the TDS, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;</p> <p>(b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;</p> <p>(c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals</p>
	18.3	Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII: Requirements of the Information System), and with GCC and SCC Clause 11 [Terms of Payment]. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
	18.4	The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tendering Forms (Section V) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the Tender and, provided that the Tender is substantially responsive, an adjustment to the Tender price will be made during Tender evaluation in accordance with ITT 33.3 [Evaluation and Comparison of Tenders].
	18.5	<p>The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the TDS, as follows:</p> <p>(a) Goods supplied from outside the United Republic of Tanzania:</p>

		<p>Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the United Republic of Tanzania. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;</p> <p>(b) Locally supplied Goods:</p> <p>Unit prices of Goods offered from within the United Republic of Tanzania, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded;</p> <p>(c) Inland transportation.</p>
	18.6	<p>Unless otherwise stated in the TDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 18.5, whether the Goods are to be supplied locally or from outside the United Republic of Tanzania, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 18.5 (a) specifies CIP, and the named places of destination are the Project Sites.</p>
	18.7	<p>The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the United Republic of Tanzania on/to the price of the Services invoiced to the PE, if the Contract is awarded.</p>
	18.8	<p>Unless otherwise specified in the TDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the PE or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).</p>
	18.9	<p>Unless otherwise specified in the TDS, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.</p>
19. Tender Currencies	19.1	<p>The currency (ies) of the tender and currencies of payment shall be the same. The Tenderer shall quote in Tanzanian Shillings, the currency of the United Republic of Tanzania the portion of the Tender price that corresponds to expenditures incurred in the currency of the United Republic of Tanzania, unless otherwise specified in the TDS.</p>
	19.2	<p>The Tenderer may express the Tender price in any freely convertible currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use not more than three foreign currencies in addition to the</p>

		currency of the United Republic of Tanzania
	19.3	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in ITT 19.1 above shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the deadline for submission of tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of ITT 32.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	19.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 18.1 [Tender Prices and Discounts].
20. Tender Validity Period	20.1	Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline prescribed by the PE, pursuant to ITT 24 [Deadline of Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
	20.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made through NeST.
	20.3	The Tender Security provided under ITT 21.1 [Tender Security or Tender Securing Declaration] shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration.
	20.4	A Tenderer agreeing to the request will not be required or permitted to modify its Tender but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 21.1 [Tender Security or Tender Securing Declaration] in all respects.
	20.5	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.
21. Tender Security or Tender Securing Declaration	21.1	Pursuant to ITT Clause 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 the Section V – Tendering Forms.
	21.2	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 sub-Clause 21.9.
	21.3	The Tender Security shall be denominated in the currency of the tender or in another freely convertible currency, and shall be in one of the following forms: a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance of their choice located in any eligible country, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also

		<p>apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,</p> <p>b) a cashier's or certified cheque.</p>
	21.4	The Tender Security or Tender Securing Declaration shall be in accordance with the Form of the Tender Security included in Section V or another form approved by the PE prior to the Tender submission.
	21.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 21.10 are invoked.
	21.6	Any Tender not accompanied by a Tender Security or Tender Securing Declaration in accordance with ITTs 21.1 and 21.3 shall be rejected by the PE as non-responsive, pursuant to ITT Clause 30 [Preliminary Examination of Tenders].
	21.7	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 ITT Clause 20 [Tender Validity Period]
	21.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer furnishing the performance security, and if required the Environmental and Social (ES) Security pursuant to ITT 42 [Performance Security], and signing the contract pursuant to ITT 43 [Signing the Contract].
	21.9	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 Tenderers]
	21.10	<p>In the case of Tender Security, it shall be forfeited if:</p> <p>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 ITT 24.2 [Deadline for Submission of Tenders]; or</p> <p>b) a successful Tenderer, fails: to furnish performance security, and if required in TDS, the Environmental and Social (ES) Security in accordance with ITT 42 [Performance Security] (ii) to sign the contract in accordance with ITT 43 [Signing of Contract].</p>
	21.11	<p>In the case of Tender Securing Declaration, it may be executed if:</p> <p>(a) a Tenderer withdraws its Tender during the period specified by the Tenderer on the Form of Tender except as provided in ITT 20.2 [Tender Validity Period]; or</p> <p>(b) a successful Tenderer, fails: (i) to furnish performance security in accordance with ITT 42 [Performance Security] and if required in TDS, the Environmental and Social (ES) Security, or (ii) to sign the contract in accordance with ITT 43 [Signing of Contract].</p>
	21.12	The failure of a Tenderer to abide to the terms of Tender Securing Declaration shall be reported to the Public Procurement 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.
22. Format and Signing of Tender.	22.1	The Tenderer shall prepare documents constituting the Tender as described in ITT 12 [Documents Constituting the Tender].
	22.2	The tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the name and position held by each signatory as specified 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 amendment 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 Tenders] not later than the date and time specified in the NeST.
	24.2	The PE may, in exceptional circumstances, at its discretion and before expiry of submission deadline, extend the deadline for the submission of tenders by amending the Tendering Documents in accordance with ITT 10 [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 its 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 withdraw is made prior to the deadline for submission of tenders prescribed in ITT 24.1 [Deadline for Submission of Tenders]. Tenderer shall receive an acknowledgement of receipt of any amendment of its tender through NeST.
	26.3	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form.
	26.4	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT 20.2 [Tender Validity Period] shall result in forfeiture of Tender Security or execution of Tender securing declaration pursuant to ITT 21.6 [Tender Security or Tender Securing Declaration].

E. Opening and evaluation Tenders

27. Opening of Tenders	27.1	The opening shall be done electronically. The tender opening records shall be made available in the NeST.
	27.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the 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 substance of the tender shall be sought, offered, or permitted.
	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> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITT Clause 3 & 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering documents. <p>The PE's determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
	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, omission or reservation is one that -</p> <ul style="list-style-type: none"> (a) if accepted, would affect in any substantial way the scope, quality, or performance of the Goods and Related Services in the Contract; or limit in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderers obligations under the Contract; or (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders. <p>For the purpose of this clause, 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	The PE will confirm that the documents and information specified under ITT 12 [Documents Constituting the Tender, ITT 13 [Documents Establishing Eligibility of the Information System], and ITT 14 [Documents Establishing Eligibility and Qualifications of the Tenderer], and ITT 15 [Documents Establishing Conformity of the Information System] 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.
	30.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
	30.5	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 or minor omissions in the tender related to documentation requirements. Such omission 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.
	30.6	Provided that a Tender is substantially responsive, the PE shall rectify quantifiable nonmaterial, nonconformities 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 by adding the average price of the item or component quoted by substantially responsive Tenderers. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the PE shall use its best estimate.
	30.7	If a Tender is not substantially responsive, to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
	30.8	Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following: <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 tendering documents; (g) conditional tenders such as conditions in a tender which limit the Tenderer's responsibility to accept an award; (h) inability to accept the price adjustment formulae of the tendering documents; (i) stipulating price adjustment when fixed price tenders were invited; (j) subcontracting in a substantially different amount or manner than that permitted; and (k) failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness

		of a tender.
	30.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <ul style="list-style-type: none"> (a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; (b) failure to quote for a major item in the package; (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; and (d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.
31. Conversion to Single Currency	31.1	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 Twenty Eight (28) days prior to the date specified for opening of tenders.
32. Detailed Evaluation and Comparison of Tenders	32.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT 30 [Preliminary Examination of Tenders].
		<u>Technical Evaluation</u>
	32.2	<p>The PE will examine the information supplied by the Tenderers Pursuant to ITT 12 [Documents Constituting the Tender] and ITT 15 [Documents Establishing Conformity of the Information System], and in response to other requirements in the Tendering document, taking into account the following factors:</p> <ul style="list-style-type: none"> (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements; (b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the Tender; (c) achievement of specified performance criteria by the Information System; (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the Tender; (e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System; (f) any other relevant technical factors that the PE deems necessary or prudent to take into consideration; (g) any proposed deviations in the Tender to the contractual and technical provisions stipulated in the Tendering documents
	32.3	If specified in the TDS , the PE's evaluation of responsive Tenders will take into account technical factors, in addition to cost factors. The scores to be given to technical factors and sub factors, and the weights to be assigned for the technical factors and cost are specified in the TDS . An Evaluated Tender Score (B) will be calculated for each responsive Tender

		using the formula, specified in Section IV, Qualification and Evaluation Criteria, which permits a comprehensive assessment of the Tender cost and the technical merits of each Tender.
	32.4	Where alternative technical solutions have been allowed in accordance with ITT 17 [Alternative Tenders], 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.
		<u>Economic Evaluation</u>
	32.5	To evaluate a Tender, the PE shall consider the following: (a) the Tender price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules; (c) price adjustment due to discounts offered in accordance with ITT 26.6 [Modification, Substitution and Withdrawal of Tenders]; (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 (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.6 [Preliminary Examination of Tenders]; (f) the evaluation factors indicated in Section IV, Qualification and Evaluation Criteria.
	32.6	If price adjustment is allowed in accordance with ITT 18.9 [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.
	32.7	The PE will evaluate and compare tenders that have been determined to be substantially responsive, pursuant to ITT 30 [Preliminary Examination of Tenders]. The evaluation will be performed assuming either that: (a) the Contract will be awarded to the Most Advantageous Tender for the entire Information System; or (b) if specified in the TDS , Contracts will be awarded to the Tenderers for each lot defined in the Technical Requirements whose Tenders result in the Most Advantageous Tender(s) for the entire System. In the latter case, discounts that are conditional on the award of more than one lot may be offered in Tenders. Such discounts will be considered in the evaluation of Tenders as specified in the TDS .
	32.8	The PE shall compare all substantially responsive Tenders in accordance with ITT 32.9 to determine the lowest evaluated cost.
	32.9	If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the PE may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the PE may: accept the Tender; or require that the amount of the performance security set forth in ITT 41 [Performance Security] be increased at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or Reject the Tender.
33. National Preference	33.1	If the so specifies in the TDS, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria

		specified in Section IV [Qualification and Evaluation Criteria].
	33.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].
	33.3	The Procuring Entity shall, in applying margin of preference, use the Authority's register of Tenderers and other statutory Professional bodies in United Republic to determine whether or not Tenderers are qualified for the margin of preference.
	33.4	A JVCA between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Ninth Schedule of GN 446 of 2013
	33.5	The PE will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Forms of Tender and Price Schedules, pursuant to ITTs 1 [Form of Tender and Price Schedules] and 18 [Tender Prices and Discounts].
	33.6	Alternative tenders, where solicited or permitted, will be evaluated separately in accordance with the provisions of ITT 17 [Alternative Tenders], and shall be subject to margin of preference in accordance with ITT 33.1 [National Preference]
34. Determination of Lowest Evaluated Tender	34.1	The tender with lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.
35. Post-qualification of Tenderer	35.1	The PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive tender is eligible and meets the qualifying criteria specified in Section IV, Qualification and Evaluation Criteria
	35.2	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 14 [Documents Establishing Eligibility and Qualifications of the Tenderer], as well as other information the PE deems necessary and appropriate. This determination may include visits or interviews with the Tenderer's clients referenced in its Tender and site inspections.
	35.3	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.
	35.4	Unless otherwise specified in the TDS, the PE will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the TDS the PE may carry out such tests as detailed in the TDS.
	35.5	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 cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
	35.6	The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Most Advantageous Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section IV, Qualification and Evaluation Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

	35.7	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none">(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of work or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract;(b) Before rejecting an abnormally low tender the PE shall: request the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal;(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned;(d) The PE shall incur liability solely by rejecting abnormally tender; and <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
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F. Award of Contract

36. Criteria for Award	36.1	<p>Subject to ITT Clause 35 [Post qualification of Tenderer] and 38 [Negotiations], The PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be-</p> <ul style="list-style-type: none"> (a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers]; and (b) qualified to perform the Contract satisfactorily; and (c) successful negotiations have been concluded, if any.
	36.2	<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>
37. Negotiations	37.1	<p>Negotiations may be undertaken with the lowest evaluated tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements 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) finalising payment arrangements; (e) delivering arrangements; (f) the methodology; (g) clarifying details that were not apparent or could not be finalized at the time of tendering; or (h) reduction of Tender Price to match the PEs Estimate, and commensurate with the market prices, provided such reduction shall not make the tender abnormally low in accordance ITT 36.2 [Post-qualification of Tenderers]
	37.2	<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>
38. PE's Right to Accept Any Tender and to Reject Any or All Tenders	38.1	<p>Notwithstanding ITT 36 [Criteria for 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 contract award, without thereby incurring any liability to the affected Tenderer(s).</p>
	38.2	<p>Notice of the rejection of all tenders shall be given promptly to all Tenderers that have submitted tenders through NeST.</p>
	38.3	<p>The PE shall upon request from any Tenderer communicate the grounds for rejection of the tender but the PE is not obliged to justify those grounds.</p>
39. PE's Right to Vary Quantities at the Time of Award	39.1	<p>The PE reserves the right at the time of Contract award to</p>

		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.
40. Notification of Award	40.1	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], through NeST to all Tenderers who participated in the tender in question giving them time within which to submit complaints to the PE thereof, if any as specified in TDS.
	40.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by letter of acceptance in the format provided in Section X [Contract Forms- Letter of Acceptance], through NeST, of the award by the PE prior to expiration of the Tender validity period.
	40.3	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 ITT 41 [Performance Security or Performance Securing Declaration] and signing the Contract in accordance with ITT 42.2 [Signing of Contract]
41. Performance Security	41.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security, and if required in the TDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract in the amount 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.
	41.2	In the case of Performance Security, it shall be in the form specified in the TDS and SCC and shall be in any of the following forms: (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Tenderer, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.
	41.3	Failure of the successful Tenderer to comply with the requirements of sub-Clause 41.1 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.
42. Signing the Contract	42.1	Promptly after notification of award, PE shall send the successful

		Tenderer a draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Within time specified in TDS after furnishing the Performance Security or Performance Securing Declaration, the successful Tenderer and the PE shall sign the Contract.
	42.3	Upon parties signing the Contract, the PE will promptly notify unsuccessful Tenderers, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security or Tender Securing Declaration of the unsuccessful Tenderers pursuant to ITT 21.7 [Tender Security or Tender Securing Declaration].
43. Advance Payment	43.1	The PE will provide an Advance Payment on the Contract Price if stipulated in the GCC subject to a maximum amount stated in the TDS.
	43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X [Contract Forms].
	43.3	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 mobilisation 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 SCC.
44. Dispute Avoidance and Resolution Board	44.1	<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 SCC 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>
45. Fraud, Corruption, Coercive, Fraudulent and Obstruction Practices	45.1	<p>The Government of Tanzania requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Subcontractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts For the purpose of this provision, the following shall apply:-</p> <p>(a) for the purpose of this provision, the terms set forth below are defined as follows:-</p> <ul style="list-style-type: none"> i) "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public

		<p>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>(a) 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>(b) PPRA will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract.</p>
	45.2	The Government of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.
	45.3	Any communication between the Tenderer and the PE related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content communication.

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

G. Review of Procurement Decisions

46. Right to Review	46.1	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 here under.
47. Time Limit on Review	47.1	The Tenderer shall submit an application for review within time specified within in TDS of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48. Submission of Application for Review	48.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE at the address shown in the TDS and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the TDS.
	48.2	For PEs with delegated procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the delegated Accounting Officer with a copy served to PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	48.3	<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.
	48.3	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
49. Decision by the Accounting Officer	49.1	<p>The Accounting Officer shall, within time specified in TDS after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken;
	49.2	Where the Accounting Officer does not issue a decision within the time specified in ITT 49.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 50.1 [Review by the Public Procurement Appeals Authority] within time specified in TDS after such specified time and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.
50. Review by the Public Procurement Appeals Authority	50.1	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> (a) are not settled within the specified period under ITT 49.1 [Decision by the Accounting Officer of PE]; (b) are not amicably settled by the accounting officer; and (c) arise after the procurement contract has entered into force pursuant to ITT 40 [Notification of Award],

		shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the Accounting Officer or; in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.1 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute; arise out of provision of the Public Procurement Act, Cap. 410
	50.2	The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the TDS.

SECTION III: TENDER DATA SHEET

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

TDS No.	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
A: INTRODUCTION			
1.	Name of the PE	1.1& 2.1	TANZANIA REVENUE AUTHORITY
2.	Subject of Procurement	1.1 & 2.1	Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)
3.	Period of Supply of Goods	1.1	1095 days
4.	Commencement Date and Contract Duration	1.1	The Contract will commence: 14 days after contract signing The Contract Duration is 1095 Days.
5.	Method of Procurement	1.2	International Competitive Tendering
6.	Financial Year	2.1	2024/2025
7.	Financing Institution	2.2	Not Applicable
8.	Tender/Contract Identification and Description	2.1	TR134/2024/2025/G/61 for Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)
9.	Eligible 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
10.	Members of the JVCA	3.2	Maximum Number of members of JVCA shall be: 2.
11.	Non-Eligible Countries	4.1	Materials, Equipment, and Supplies used by the tenderers are not permitted if they originated in All countries under commercial ban by United Nations and other International organs in which Tanzania is the partner/member..
12.	Manufacturer Authorization	4.5	APPLICABLE
13.	Site Visit	7.4	Not Applicable
14.	Pre-Tender Meeting	7.4	Will not be held.
C: PREPARATION OF TENDERS			
15.	Language of the Tender	11.1	English
16.	Additional Information/ Documents to be Submitted with the Tender	12.1(p)	Not Applicable
17.	Preliminary Project Plan	15.2(a)	As per Technical Specification
18.	Items to be offered by the Tenderers	15.3	Not Applicable
19.	Alternative Tenders	17.1	Not Applicable

TDS No.	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
20.	Alternative Completion Time	17.2	Not Applicable
21.	Alternative Technical solutions	17.4	Not Applicable.
22.	Recurrent Cost Items	18.2	The tenderer " must not " tender for contracts for recurrent cost items not included in the main contract.
23.	Contracts for Recurrent Cost Items	18.2(a)	The tenderer " must not " tender recurrent cost items.
24.	Destination for Goods from Abroad	18.5(a)	Named Place of Destination is Tanzania Revenue Authority (TRA) P.O. Box 11491, Sokoine Drive, Dar es Salaam, Tanzania.
25.	Final Destination of the Services	18.6	Tanzania Revenue Authority (TRA) P.O. Box 11491, Sokoine Drive, Dar es Salaam, Tanzania.
26.	Modifications to ITT 18.8	18.8	Not Applicable.
27.	Adjustable Price	18.9	The prices shall be FIXED
28.	Currencies for Goods to be Supplied within Tanzania	19.1	The United States dollar and The Tanzanian Shilling
29.	Tender Validity Period	20.1	120 days
30.	Form of Tender Security	21.1	The required tender security is Tender Security - Bank Guarantee The amount of Tender Security shall be 300,000,000.00 The currency of the Tender Security shall be: The Tanzanian Shilling
31.	Other Forms of Security	21.1	Not Applicable
32.	Tender authorization documents	22.2	Authorization document(s) shall be Dully Signed Power of Attorney
D: SUBMISSION OF TENDERS			
33.	Extension of Deadline for Submission of Tenders	ITT 24.1	Extension of the deadline for submission of tender shall not be later than 14 Days.
E: OPENING AND EVALUATION TENDERS			
34.	Technical Factors for Evaluation	32.3	Refer Section for Qualification and Evaluation Criteria.
35.	Award of the Contract	32.7(b)	Not Applicable
36.	Conditional Discount	32.7	NOT_APPLICABLE
37.	Margin of Preference	33.1	Preference Scheme type applicable to this tender is National Preference - local ownership.
38.	Post-Qualification	35.1	APPLICABLE
F: CONTRACT AWARD			
39.	Percentage for Increase and Decrease of Quantities	39.1	15 Percent.
40.	Performance Security	41.2	Performance Security shall be applicable. The Performance Security shall be in the form of: Performance Security - Bank Guarantee. Amount of Performance Security: 10 percent.
41.	Environmental and Social Performance	41.1	Environmental and Social Performance Security in the form of ES Performance Security Bank

TDS No.	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
	Security		Guarantee at 5 percent.
42.	Advance Payment	43.1	Not Applicable
43.	Appointment of Members of Dispute Avoidance and Resolution Board	44.1	The PE proposes the following to be members of DARB; Names as proposed and appointed by Tanzania Institute of Arbitrators. . If the name(s) are not agreed, The Proposed Appointing Authority for Appointment of DARB is Tanzania Institute of Arbitrators
G. Review of Procurement Decisions			
44.	Address to Submit Appeal to PPAA	50.2	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

SECTION IV: QUALIFICATIONS AND EVALUATION CRITERIA

EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Litigation History (SCORE: N/A)

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	2015-03-20
Litigation History End Year	2025-04-13

Completion Period (SCORE: N/A)

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

Completion Time (Days)	1095
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Manufacturer Authorization (SCORE: N/A)

Tenderer supplying goods on behalf of certain manufacturing companies are required to submit this form to evidence they have been authorized by specific manufacturer to supply goods required by the procuring entity.

2. Standard Tender Forms

Tender Validity Period (SCORE: N/A)

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: N/A)

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

Tender Security (SCORE: N/A)

Tenderer should submit tender security as per instructions to tenderers.

Tender Securing Declaration (SCORE: N/A)

The tenderer should submit a tender securing declaration as per instructions.

3. Financial Situation and Performance

Financial Statement (SCORE: N/A)

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	2020-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	1
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

Average Annual Turnover (SCORE: N/A)

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	7000000000
Turnover Start Date	2014-01-01
Turnover End Date	2024-12-31

Access to Financial Resources (Sources of Fund) (SCORE: N/A)

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)	5000000000
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Technical Evaluation

1. Experience

Overall Firm's General Experience (SCORE: 5)

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

Reputation (20 %)

Reputation	<p>a) A company/firm of the ERP Solution must have at least ten (10) years of demonstrated experience in web-based application design, development, and implementation of ERP in reputable government institutions; corporate businesses; investment companies; or commercial banks. b) The company/firm must be the owner of the software or authorized dealer/partner of the software in which case evidence is required to demonstrate the business relationship. c) The company/firm must submit at least two (2) evidence demonstrating experience in the implementation of similar assignments of successful and completed implementation of software solutions developed within the past 10 years from the deadline of bid submission with a contract amount of not less than five (5) billion Tanzanian shillings or USD 2 million for both contract. (Attach evidence extract of</p>
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	contract/agreement and UAT report or Client Contract Completion Certificate and official reference contact details for the mentioned projects). d) The company/firm must submit at least one (1) reference from Tax authorities for Similar work for the OEM e) The vendor must have International Standards that focus on Security Management and Quality Management for example ISO27001 and ISO9000 (Attach Certificates)
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Firm's General Experience (30 %)

Start Year for Firm's General Experience in assignments	2015-03-20
End Year for Firm's General Experience in assignments	2025-03-20
Minimum number of general assignments	2
Minimum amount for general assignments (TZS)	5000000000

Experience in Previous Similar Assignments (50 %)

Title of Specialization area or Similar Projects and Conditions	a) A company/firm of the ERP Solution must have at least ten (10) years of demonstrated experience in web-based application design, development, and implementation of ERP in reputable government institutions; corporate businesses; investment companies; or commercial banks. b) The company/firm must be the owner of the software or authorized dealer/partner of the software in which case evidence is required to demonstrate the business relationship. c) The company/firm must submit at least two (2) evidence demonstrating experience in the implementation of similar assignments of successful and completed implementation of software solutions developed within the past 10 years from the deadline of bid submission with a contract amount of not less than five (5) billion Tanzanian shillings or USD 2 million for both contract. (Attach evidence extract of contract/agreement and UAT report or Client Contract Completion Certificate and official reference contact details for the mentioned projects). d) The company/firm must submit at least one (1) reference from Tax authorities for Similar work for the OEM e) The vendor must have International Standards that focus on Security Management and Quality Management for example ISO27001 and ISO9000 (Attach Certificates)
Minimum number of similar projects	2
Minimum amount for similar projects (TZS)	5000000000
Start Year for Experience in Similar Projects and Conditions	2015-03-20
End Year for Experience in Similar Projects and Conditions	2025-03-20

2. Technical Specifications

Functional Guarantee Requirements (SCORE: 5)

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

Functional Guarantee	Proposed System should be required to meet 100% functional requirement
Minimum Requirement	100% functional Guarantee required

Compliance to Technical Specifications (Plant, Information or Design & Build) (SCORE: 5)

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 (50 %)

Required Similar Assignments	in web-based application design, development, and implementation of ERP in reputable government institutions; corporate businesses; investment companies; or commercial banks
Minimum Number of Similar Assignments	2
Publication on Relevant Subject Matter	web-based application design, development, and implementation of ERP
Minimum Number of Relevant Publications	1
Required Career Attainment	Bachelor Degree in software
Relevant Training Required	Expertise in web-based application design, development, and implementation of ERP (if any)

Experience in Region and Language (20 %)

Language Capabilities of the Key Experts	Bidder must be fluent in English Language and added advantage on Swahili language
Nationality of Key Experts	All countries under except which are commercial ban by United Nations and other International organs in which Tanzania is the partner/member

General Qualifications (30 %)

Title of professional staff required	Minimum required Education level	Specialized Education	Age of the Key Personnel	Required Similar Assignments	Pro Exp Sta
Database Administrator	At least a bachelor's degree in Computer/IT Engineering or a related	The Database Administrator must have demonstrated	25	Minimum 5 years of experience in database administration preferably	Sho pro cert

	field (Submit copies of relevant academic certificate)	experience in the design, development, implementation, and maintenance of databases including data recovery, security, scalability, and disaster recovery		having experience in Oracle or MS SQL Server	bas any
System Analysis and Design	At least bachelor's degree in IT/Software/IS/Engineering or equivalent (submit copies of relevant academic certificates)	Preference will be given based on experience gained in web-based application analysis/design and successful operation	25	Minimum 5 years of experience in system reengineering/module integration/analysis/designing and system development	sho in s and
Programmer/Developer	At least bachelor's degree in IT/Software/IS/Engineering or equivalent (Submit copies of relevant academic certificates)	Should have training/certificates in software development	25	Minimum 5 years of experience in computer programming, preferably having experience in the development of data management systems using, MS SQL Server, Oracle, JAVA, PHP, and Net platforms	pre trai dev man usin Ser JAV plat
Finance/ Account Expert	At least a Master's degree in Business Administration/ Finance or equivalent. Must have professional certificates from relevant bodies. Submit copies of relevant academic certificates)	Should have training/certificate related to financial management and proven skill in transferring knowledge into software instructions.	25	Minimum 7 years of experience in handling Finance and Accounts for corporate businesses, investment companies, banks, and large-scale private companies	Mu pro cert AC or e
Project manager	At least a Master's Degree in the field of IT/Software/IS/Engineering or equivalent (submit copies of relevant academic certificates)	Professional certificates (if any)	30	At least 7 years of experience in web-based ERP or MIS solution development/implementation and management. Should have specific experience as a Project Manager (Team Leader) in at least three projects related to ERP/MIS. Should have the training and certification related to IT/Project Management. PMP/ITIL training is preferred. (submit copies of relevant academic certificate and CV)	Sho trai cert to I Ma PM pre
Business Analyst	At least bachelor's degree in IT/Software/IS/Engineering	Should have experience in Business Process	25	Minimum 5 years of experience in Business process re-engineering,	Sho exp Bus

	or equivalent (submit copies of relevant academic certificates)	re-engineering for ERP/MIS projects		integration/analysis/designing and system development	eng ER.
Network Engineer	At least a bachelor's degree in Computer/IT Engineering or a related field. (Submit copies of relevant academic certificates)	Having network Design-related certificates will be added advantages	25	Minimum of five (5) years experience in network designing/development, preferably having experience in designing/developing network systems of web based data management systems	pre exp des net wel mar
Admin Expert	At least a bachelor's degree in Business Administration or equivalent (Submit copies of relevant academic certificate)	Should have training/certificate related to administration management and proven skill in transferring knowledge into software instructions. (Submit copies of relevant academic certificates and CV)	25	Minimum 7 years of experience in handling the administration of corporate business, investment companies, banks, and large scale private companies	sho tran kno soft inst

4. Technical Submission

Design Methodology (SCORE: 5)

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	Implementation of the ERP Project shall be carried out in one phase to cover all requirements of TRA business support functions. The successful company/firm shall supply, customise and commission the following main components or modules: (i) Research and Planning; (ii) Finance and Accounting; (iii) Human Resource Management; (iv) Procurement Management; and (v) Asset Management. (vi) Document Management The company/firm shall be required to migrate data from the existing system(s) in the best acceptable methodology to be proposed by the company/firm. The company/firm from the given scope of the assignment shall be required to propose which assignment shall be carried out off-site and on-site (Mandatory Requirement). The company/firm shall provide a clear methodology for the execution of the project. Among other things, the methodology should include workings related to the Implementation schedule with the GANTT chart, system customization, installation; integration; reporting; training; and quality assurance.
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Legal and Regulatory system requirements (SCORE: 5)

Tenderers are required to describe the Information System Design, Supply, and Installation in compliance with the legal and regulatory requirements on business function.

Legal and Regulatory system requirements	Tenderers are required to describe the Information System Design, Supply, and Installation in compliance with the legal and regulatory requirements on business function.
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Proposed Hardware Requirements (SCORE: 10)

Tenderers are required to give details of the proposed hardware requirements.

Proposed Hardware Requirements	Tenderers are required to give details of the proposed hardware requirements.
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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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Clarity of the Proposal in meeting client's requirements and expectations (SCORE: 2)

Tenderers are required to provide Clarity of the Proposal in meeting client's requirements and expectations.

Clarity of the Proposal in meeting client's requirements and expectations	Tenderers are required to provide Clarity of the Proposal in meeting client's requirements and expectations
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Pre and Post Warrant Requirements (SCORE: 3)

Tenderers are required to provide Pre and Post Warrant requirements for the assignment.

Pre and Post Warrant Requirements	Tenderers are required to provide Pre and Post Warrant requirements for the assignment as per Technical Specification
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Possession of International Standards for Information Technology Service Management (SCORE: 2)

Tenderers are required to provide possession of International Standards for Information Technology Service Management.

Possession of International Standards for Information Technology Service Management	Tenderers are required to provide possession of International Standards for Information Technology Service Management
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Proposed Training and Strategy for Change Management (SCORE: 3)

Tenderers are required to provide Proposed Training and Strategy for Change Management.

Proposed Training and Strategy for Change Management	Tenderers are required to provide Proposed Training and Strategy for Change Management.
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Preliminary Timeline Delivery Schedule (SCORE: 5)

Tenderers are required to provide the Preliminary Timeline Delivery Schedule required for the assignment.

Preliminary Timeline Delivery Schedule	Tenderers are required to provide the Preliminary Timeline Delivery Schedule required for the assignment
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Cyber security risk management practice and track record relevant to cyber security accreditation (SCORE: 5)

Tenderers are required to provide details of Cyber security risk management practice and track records relevant to cyber security accreditation.

Cyber security risk management practice and track record relevant to cyber security accreditation	Tenderers are required to provide details of Cyber security risk management practice and track records relevant to cyber security accreditation
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Proposed Project Organization Chart (SCORE: 5)

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: 5)

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: N/A)

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 Tender. 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 during tender submission
2	Price Schedule Forms	Form will be available in the system during tender submission
3	Grand Summary Cost Table	Form will be available in the system during tender submission
4	Supply and Installation Cost Summary Table	Form will be available in the system during tender submission
5	Recurrent Cost Summary Table	Form will be available in the system during tender submission
6	Supply and Installation Cost Sub-Table of Line Item	Form will be available in the system during tender submission
7	Recurrent Cost Sub-Table	Form will be available in the system during tender submission
8	Country of Origin Code Table	Form will be available in the system during tender submission
9	Tenderer Information Form	Form will be available in the system during tenderer registration
10	Tenderer's JVCA Members Information Form	Form will be available in the system during tenderer registration
11	Historical Contract Non-Performance and Litigation	Form will be available in the system during tenderer registration
12	General Experience	Form will be available in the system during tenderer registration
13	Specific Experience	Form will be available in the system during tenderer registration
14	Current Contract Commitments	Form will be available in the system during tenderer registration
15	Financial Situation and Performance	Form will be available in the system during tenderer registration
16	Average Annual Turnover	Form will be available in the system during tenderer registration
17	Financial Resources	Form will be available in the system during tenderer registration
18	Personnel Capabilities - Key Personnel	Form will be available in the system during tenderer registration
19	Code of Conduct for Supplier's and Subcontractors' Personnel	Form will be available in the system during tenderer registration
20	Technical Capabilities	Form will be available in the system during tenderer registration
21	Manufacturer's Authorization	Form will be available in the system during tender submission

22	Conformance of Information Systems Materials	Requirement list are available in the qualification and evaluation criteria section of the tendering document.
23	Special Power of Attorney	Form will be available in the system during tender submission
24	Form of Tender Security (Bank Guarantee)	Form will be available in the system during tender submission
25	Form of Tender Security (Tender Bond)	Form will be available in the system during tender submission
26	Form of Tender Securing Declaration	Form will be available in the system during tender submission
27	Anti Bribery Policy	Form will be available in the system during tenderer registration

SECTION VI: ELIGIBLE COUNTRIES

Tender No.: *[insert Tender Number and Particulars]*

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

1. (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
2. (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.

Part2 – Procuring Entity’s Requirements

SECTION VII: SCHEDULE OF REQUIREMENTS:

List of Goods

Tender Description: Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

Tender No: TR134/2024/2025/G/61

LOT NO. TR134/2024/2025/G/61

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

GFS Code: 31122103 - Application software systems and licenses

S/N	Description	Unit of measure	Quantity
1	Enterprise resource planning ERP software Training	Lump Sum	1
2	Application software license (number of users) and implementation support fee first year warranty period	Lump Sum	1
3	Supply, Customization, Installation and Commissioning of Enterprise Resource Planning System (ERP)	LUMPSUM	1

Delivery Schedule

Tender Description: Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

Tender No: TR134/2024/2025/G/61

LOT NO. TR134/2024/2025/G/61

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

GFS Code: 31122103 - Application software systems and licenses

S/N	Description	Quantity	Delivery Site	Delivery Period (Days)
1	Enterprise resource planning ERP software Training	1	TANZANIA REVENUE AUTHORITY - HEAD QUARTER	730
2	Application software license (number of users) and implementation support fee first year warranty period	1	TANZANIA REVENUE AUTHORITY - HEAD QUARTER	730
3	Supply, Customization, Installation and Commissioning of Enterprise Resource Planning System (ERP)	1	TANZANIA REVENUE AUTHORITY - HEAD QUARTER	730

List of related services and spare parts

Tender Description: Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

Tender No: TR134/2024/2025/G/61

LOT NO. TR134/2024/2025/G/61

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

GFS Code: 31122103 - Application software systems and licenses

Enterprise resource planning ERP software Training

Not Applicable

Application software license (number of users) and implementation support fee first year warranty period

S/N	Description	Quantity	Physical unit of Measure
1	24-hours availability of technical staff for on-call or on-site troubleshooting ,when necessary	3	Lamp sum

Supply, Customization, Installation and Commissioning of Enterprise Resource Planning System (ERP)

S/N	Description	Quantity	Physical unit of Measure
1	24-hours availability of technical staff for on-call or on-site troubleshooting ,when necessary	3	Lamp sum

Technical Specifications

Tender Description: Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

Tender No: TR134/2024/2025/G/61

LOT NO. TR134/2024/2025/G/61

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

GFS Code: 31122103 - Application software systems and licenses

Enterprise resource planning ERP software Training

Technical Requirements	Description
Post Implementation Training	As per Terms of Reference
During Implementation Training	As per Terms of Reference
Initial Training	As per Terms of Reference

Application software license (number of users) and implementation support fee first year warranty period

Technical Requirements	Description
License Type	Application Software License (Number Of Users) And Implementation Support Fee First Year Warranty Period

Supply, Customization, Installation and Commissioning of Enterprise Resource Planning System (ERP)

Technical Requirements	Description
Introduction	<p>The Tanzania Revenue Authority (TRA) is a semi-autonomous government agency established by Act No. 11 of 1995 Chapter 399 and became operational on July 1 1996. In the sixth corporate plan (CP6), the Authority had outlined an objective to automate and integrate business processes under the strategic theme of Automation. In its effort to achieve this objective, TRA among other things, has decided to implement a comprehensive and effective Enterprise Resource Planning (ERP) Solution as a platform for automating and integrating its business support functions.</p> <p>The process of automation and integration intends to shorten or ease manual tasks and make the results more accessible to users, ensuring productivity and data consistency. The ERP initiative seeks to automate manual processes and manage and integrate core business processes and support functions performed by support departments other than revenue departments.</p>
Objective	The specific objective of implementing the ERP Solution is to automate and integrate TRA business support processes into a single consolidated information system.
Scope of work	<p>The general scope is to supply, customize, install, and commission the ERP Solution that meets the TRA business requirements emanating from its support departments' processes depicted in the attached ERP System Requirements Specification (SRS) Document. Before customization, installation, and commissioning of the solution, a successful company/firm shall be required to perform the following:</p> <p>(i) Undertake a review of the ERP SRS Document to have a thorough</p>

	<p>understanding of the TRA business support processes to be involved in ERP Solution.</p> <p>(ii) Perform Business Process Re-engineering (BPR) of the business management and support processes, in collaboration with TRA to achieve streamlined, harmonized, and simplified end-to-end data-driven business processes.</p> <p>(iii) Establish improved TO-BE processes as a result of the BPR carried out in collaboration with process owners before final approval by the Authority.</p> <p>(iv) Automate and integrate TO-Be processes for the following business aspects:</p> <ul style="list-style-type: none"> (a) Research and Planning; (b) Finance and Accounting; (c) Human Resource Management; (d) Procurement Management (e) Asset Management; and Document Management <p>(v) Provision of initial Training and Knowledge Transfer as depicted in item 6.0 in this document.</p> <p>(vi) Provide detailed support and maintenance proposals including a Service Level Agreement (SLA) to provide adequate support and maintenance for the entire contract implementation period (proposed SLA document is required to be submitted during bidding).</p> <p>(vii) Indicate the methodology detailing how the assignment will be carried out and the time frame (attach methodology of the project and time frame).</p> <p>(viii) Conduct the infrastructure readiness assessment for required resources to ensure the successful implementation of the solution. This will be done together with the Procuring Entity (PE) and shall provide a readiness assessment report.</p>
<p>Issuance of Identity Access Card</p>	<ul style="list-style-type: none"> • The system must have the capability to handle Issuance of Identity Access Card to TRA Employees and Authorized Personnel
<p>Technical Consideration</p>	<p>The company/firm shall supply and install ERP Solution that adheres to the technical requirements of TRA in the context of compatibility with the existing ICT eco-system as well as future technology vision and roadmap indicated in Figure 1.</p> <p>In specific, the company/firm shall supply and install the ERP Solution that provides the following key technical features:</p> <ul style="list-style-type: none"> (a) based on open architecture and platform independence; (b) vertically and horizontally scalable to handle increased load without requiring redesign; (c) installed on private cloud infrastructure using the existing VMware platform that currently exists in TRA datacentres; (d) user identities must automatically be linked to a secure access system (SAS) to allow single sign-on to the system; (e) natively built based on 64-bit operating system and supports 64-bit CPU architectures; (f) Unicode and IPv6 compliant; (g) incorporate Document Management functionalities as an integral part of the solution from a compatibility perspective, to enable seamless end-user experience around document management; (h) provide the ability to define an access category relating to groups of users (e.g., members of a department or management class); (i) Provide reports to monitor assigned user access privileges at a granular (transaction and functionality) level; (j) provide login, both by user and by terminal /device. It should provide the date and time of all transactions with details of creation, read, update, delete, or print. Access should be restricted at different levels of data file, program, module, screen, record, field database table, row or column; (k) support loose integration interface using open industry standards, and should be able to interface with applications to be procured later using Web Service interface;

	<p>(l) may be hosted concurrently in TRA infrastructure and private cloud with appropriate mirroring/data synchronization plan; and</p> <p>(m) incorporate suitable Disaster Recovery mechanisms and appropriate software-level multi-tier security.</p> <p>(n) The solution should include features enabled by artificial intelligence (AI)</p> <p>(o) The solution should be in Microservices architecture, which is a design approach in software development where an application is structured as a collection of small, loosely coupled services. Each service is focused on a specific business function and can be developed, deployed, and scaled independently.</p>
Functional Specifications	Functional Specifications
Research and Planning	Research and Planning
Currency Management	<ul style="list-style-type: none"> • The system must have the capability to handle Revaluation of foreign currency bank balance • The system must have the capability to handle Creation of currency exchange rate
General Ledger	<ul style="list-style-type: none"> • The system must have the capability to handle Creation of various set up in general ledger • The system must have the capability to handle Recording and posting of transaction in general ledger • The system must have the capability to describe definition, creation, registration and updating of chart of accounts
Budget	<ul style="list-style-type: none"> • The system must have the capability to automate plan and budget templates. • The system must have the capability to capture all planned activities for the given Financial Year. • The system must allow capturing of the new activities (unplanned) considered in a given Financial Year. • The system must have the capability to automate medium term expenditure template (MTEF). • The system must be able to capture all information in the medium-term expenditure framework (MTEF) such as: <ol style="list-style-type: none"> 1. Theme 2. Strategic objective 3. Target 4. Target type 5. Segment 6. Description 7. Activity • The system must be able to generate a workflow for the submitted plan and budget. • The system must be able to provide approvals and notifications across different levels. • The system must be integrated with the Government budget system (PlanRep System). • The system must be able to allow capturing and updating annual plans and budgets for the departments. • The system must be able to track and provide the status of the submitted plans and budgets.
Budget Virement	<ul style="list-style-type: none"> • The system must have the capability to automate cost sheet and budget virement templates. • The system must have the capability to capture all required information in the cost sheet. • The system must allow retrieval of budget virement from different budget holders by the budget coordinator. • The system must have the capability to perform and transfer budget amounts from one Activity Based Budget (ABB) to another

	<ul style="list-style-type: none"> • The system must provide workflow on the submitted request. • The system must provide approval status and notification.
Additional Budget	<ul style="list-style-type: none"> • The system must have the capability to request and manage additional budget. • The system must allow the budget owner to add new activities to be considered for additional budget. • The system must allow retrieval and updating of the medium-term expenditure framework (MTEF) by the budget owner.
Project Management	<ul style="list-style-type: none"> • The system must have the capability to Manage Projects
Innovation Management	<ul style="list-style-type: none"> • The system must have the capability to manage Innovative Idea
Tax Revenue Management	<ul style="list-style-type: none"> • The system must have the capability to manage Preparation of Tax Revenue Forecasting Baseline
Finance and Accounting	Finance and Accounting
Imprest Management	<ul style="list-style-type: none"> • The system must have the capability to handle Request, approval of imprest and budget commitment • The system must have the capability to handle Accounting of advanced imprest • The system must have the capability to Cancel posted imprest when respective unposted payment voucher is cancelled
Handling of Incoming correspondence	<ul style="list-style-type: none"> • The system must have the capability to describe process for handling incoming correspondence from within and outside TRA
Receivable Management	<ul style="list-style-type: none"> • The system must have the capability to handle Customer creation and Updation customer information • The system must have the capability to handle Generation of Invoice to recognize debt • The system must have the capability to handle Cancellation of posted invoice • The system must have the capability to handle Creation and posting cash receipt • The system must have the capability to handle Cancellation of cash receipt and reverse the updated accounting records • The system must have the capability to handle Computation and accounting of impairment on receivables • The system must have the capability to Reduce or reversal of posted invoice • The system must have the capability to handle Creation of deposit slip with reference number
Payable Management	<ul style="list-style-type: none"> • The system must have the capability to handle Supplier/Staff creation and updation of supplier/Staff information • The system must have the capability to facilitate generation of payment voucher from different and recognition of liabilities • The system must have the capability to handle Cancellation of posted Payment voucher • The system must have the capability to handle Generation of payment on the approved payment voucher • The system must have the capability to handle Cancellation of posted payment and reverse payment accounting entries
Tax Compliance	<ul style="list-style-type: none"> • The system must have the capability to handle Remittance of withholding tax ducted from suppliers payments, submission of Withholding taxes return and settlement of invoice due to the amount deducted by agents • The system must have the capability to handle Remittance of PAYE deduction from payroll, filling of PAYE return in IDRAS and obtain control number • The system must have the capability to handle Filling of VAT return to IDRAS and obtain control number • The system must have the capability to handle Recording, execution and monitoring of Agency notices

Cash Management	<ul style="list-style-type: none"> • The system must have the capability to handle Creating and updating bank account • The system must have the capability to handle Capturing transaction which is in bank statement not in cash book • The system must have the capability to handle Reconciliation of bank statement and cash book • The system must have the capability to handle Requesting for petty cash float • The system must have the capability to handle Receiving of petty cash float • The system must have the capability to handle Requesting and payment of petty cash • The system must have the capability to handle Reimbursement of petty cash amount • The system must have the capability to handle Accounting of petty cash imprest • The system must have the capability to handle Identification of allotment needs and allocation of fund to respective cost centre
Intelligence explorer	<ul style="list-style-type: none"> • The system must have the capability to Retrieve transactions details and status
Revenue	<ul style="list-style-type: none"> • The system must have the capability handle Recognition of tax assessments from revenue systems • The system must be able to handle Receipt of tax payment in the system • The system must be able to handle Movement of funds within TRA accounts • The system must be able to handle Adjustment of general ledger transactions • The system must be able to handle Registration of revenue targets. • The system must have the capability to handle Payment of refunds • The system must have the capability to handle Collection of deposits to secure government revenue
Deposit Management	<ul style="list-style-type: none"> • The system must have the capability to handle Goods sold on auction to recovery tax liability • The system must have the capability to handle Distribution of amount deposited from Auction proceeds to beneficiaries • The system must have the capability to handle refund payment to appropriate depositors. • The system must have the capability to handle Recognition of revenue from deposits
Reconciliation	<ul style="list-style-type: none"> • The system must have the capability to handle Matching of transactions between Bank statement and Revenue systems • The system must have the capability to handle Matching of transactions between RGS and Bank statement • The system must have the capability to handle Matching of transactions between GePG and RGS • The system must have the capability to handle Matching of transactions between Bank statement and GePG • The system must have the capability to handle Matching of transactions between Bank statement and Cash book • The system must have the capability to handle Matching of transactions between originating account and recipient account (CB and BOT)
Reporting	<ul style="list-style-type: none"> • The system must be able to enable users to create financial management reports or access them. • The system must have Integrated and intelligence reporting. Ability to produce reports for management and annual reporting (Intelligence explorer)

	<ul style="list-style-type: none"> • The system must have an ability to produce Annual and Interim Financial Statements. • The system must have an ability to generate Operational reports, Management reports, and Statutory reports as per provided report specifications.
Human Resources Management	Human Resources Management
Document Management (DMS)	<ul style="list-style-type: none"> • The system must have the capability to describe process of document management and storage across support departments
Management of Employee and Subject Digital Files	<ul style="list-style-type: none"> • The system must have the capability to describe process of managing employee and subject digital file starts from creation, movement and storage of files
Recruitment and Appointment	<ul style="list-style-type: none"> • The system must have the capability to process recruitment through an online recruitment portal • The system must have a fully support recruitment process, this includes: <ol style="list-style-type: none"> 1. Applicants resume collection. 2. Automatic shortlisting (minimum requirements). 3. Applicants score card consolidation. 4. Required documents management. 5. Recording of qualification validations, ID, criminal, and credit check results (NACTE, NIDA). 6. Recruitment letters (acceptance/regret letters). 7. Reporting. • The system must have the capability to automate the process for successful applicants to be enrolled in the system to obtain employee numbers and get included in the TRA payroll. • The system must have the capability to obtain and manage employee biodata. • The system must have the capability to manage payment of employee transfer, repatriation, and benefits on the first appointment.
Hiring	<ul style="list-style-type: none"> • The system must have the capability to handle successful applicant be enrolled in system in order to obtain employee number, and get included in TRA Payroll
Management of employee biodata	<ul style="list-style-type: none"> • The system must have the capability to Add employee Biodata/Information
Administration of employee benefits	<ul style="list-style-type: none"> • The system must have the capability to handle management of employee benefits such as payments of transfer, repatriation and benefits on 1st Appointment
Payment of employee allowance	<ul style="list-style-type: none"> • The system must have the capability to handle facilitation of payment of staff allowances including shift allowances, Airtime, Honorium, Responsibility, Housing, Transportation etc ect)
Performance Plan	<ul style="list-style-type: none"> • The system must have the capability to enable employee and supervisor prepare for performance plans to be executed within prescribed timeframe.
Monthly performance progress updates	<ul style="list-style-type: none"> • The system must have the capability to Conduct monthly performance progress update
Annual Performance Assessment	<ul style="list-style-type: none"> • The system must have the capability to involve employee conduct Annual Assessment, Assessor Assess Employee and Reviewer review employee assessment.
Performance Report and Feedback	<ul style="list-style-type: none"> • The system must have the capability to handle Performance Report and Feedback
Declaration of Asset and liabilities	<ul style="list-style-type: none"> • The system must have the capability to handle Declaration of Asset and liabilities
Learning and development Plan Preparation	<ul style="list-style-type: none"> • The system must have the capability to describe the overall activities involved in preparation of Staff Learning and Development Plan starting from issuance of notification to prepare Learning and Development Plan to having Approved Learning and Development Plan in place.

Implementation of Learning and Development Plan	<ul style="list-style-type: none"> • The system must have the capability to describe whole activities involved in Implementation of Staff Learning and Development Plan
Training Evaluation	<ul style="list-style-type: none"> • The system must have the capability to involve evaluation of the Staff Learning and Development Plan
Leave Management	<ul style="list-style-type: none"> • The system must have the capability to handle Leave planning, Budget commitment, leave application and payment
Handling of Disciplinary Case	<ul style="list-style-type: none"> • The system must have the capability to describe overall process of handling disciplinary case starting from receiving allegation, issuance of notice of offence, formation of disciplinary committee, handling of hiring and communicating decision management decision to alleged employee.
Management of complaints	<ul style="list-style-type: none"> • The system must have the capability to describe the process of managing employees' complaints for the purpose of addressing employees' grievances.
Management of staff wellness programs	<ul style="list-style-type: none"> • The system must have the capability to handle Conducting staff wellness programs to TRA employees so as to improve their health conditions and behaviours and increase work productivity in revenue collection.
Implementation of Coaching Program	<ul style="list-style-type: none"> • The system must have the capability to describe the whole process of Implementation of Coaching Programme, starts from Identification of skill gap, nomination of coaches, mapping, formulation of PIP, Assessment and Analysis of final report.
Booking for air ticket	<ul style="list-style-type: none"> • The system must have the capability to handle Application for air ticket and budget commitment for booked air ticket
Handling of outgoing Correspondence	<ul style="list-style-type: none"> • The system must have the capability to describe process for handling of outgoing correspondence in within and outside TRA
Online biometric staff attendance (Facial)	<ul style="list-style-type: none"> • The system must have the capability to describe biometric staff attendance
Salary and Payroll Administration	<ul style="list-style-type: none"> • The system must have the capability to describe Receiving of payroll inputs, Capturing of payroll inputs, preparation of payroll, processing of payroll, payment of salaries, transfer of approved salaries to contracted bank and receiving settlement messages from contracted bank for paid and unpaid salaries
Tender Board Decisions	<ul style="list-style-type: none"> • The system must have the capability to allow Tender Board decision making without convening a meeting • The system must have mechanism to allow Tender Board to make decision by convening a meeting
Post Qualification	<ul style="list-style-type: none"> • The system must have the capability to handle verification of the successful bidder qualifications to ascertain its capability in terms of financial, technical and other relevant resources to undertake the assignment
Documentation	<p>Develop user guidelines on how to use ERP and technical support guidelines. Reports at a minimum, the Vendor shall provide: -</p> <ul style="list-style-type: none"> • Detailed system-level design documentation (architecture diagrams documentation. • System-level operation and user manuals. • Provision of all required software, licenses and renewal procedures. • All manufacturers' supplied documentation software installation guides.
Reporting	<ul style="list-style-type: none"> • The system must be able to provide different reports and analytics such as: • The system must be able to handle generation of customised reports through flexible reporting features. use of queries from the database to generate different reports without reconfiguring the system. • The system must be able to handle import and export reports to other standard application formats such as MS Word, Excel, Adobe Acrobat, CSV, text, etc. • The system must be able to handle generate (in real-time), edit, and customise

	<p>Human Resource reports, including the following:</p> <ul style="list-style-type: none"> • The system must be able to handle Registers i.e. employee register, employee details register, deduction listing, and allowance listing; • The system must be able to handle Payroll reports i.e. payroll calculation, pay slips, gross pay analysis, gross and net pay summaries. • The system must be able to handle Overtime report by department. • The system must be able to handle Allowance report. • The system must be able to handle Medical scheme payment details. • The system must be able to handle Employee credit schedule and status. • The system must be able to handle Leave pay analysis. • The system must be able to handle Performance report. • The system must be able to handle Training report including, type of training, duration, costs, sponsorship details. • The system must be able to handle Administration costs (including air ticket costs).
Procurement and Contract	Procurement and Contract
Annual Procurement Plan (APP)	<ul style="list-style-type: none"> • The system shall be capable to manage APP process involve receipt, categorization, aggregation of departmental needs and formulation of tenders in the procurement plan including integration with budget for acquiring goods, works and services in a rational manner within specified financial year.
Tender Management	<ul style="list-style-type: none"> • The system shall be able to invite vendors to submit tenders for goods, works and services. • The system shall be able to involves discussion with bidder(s) on requirements of the published tender prior to submission and opening of the tender. • The system shall be able to involves request-for or provision of additional information for the published tender to allow bidders prepare and submit responsive bids. • The system shall be able to improve tendering document to meet requirements of bidders and Procuring Entity or To incorporate unforeseen tender requirement by the PE. • The system shall be able to open submitted bids • The system shall be able to Involve examination of submitted and opened bids based on predefined criteria in the tendering document to determine the successful bid • The system shall be able to Invole automatic examination of submitted quotations for CUIS to determine the successful quotation • The system shall be able to process verification of the successful bidder qualifications to ascertain its capability in terms of financial, technical and other relevant resources to undertake the assignment • The system shall be able to provide platform for discussion between the recommended bidder and the procuring entity to reach final agreement on the submitted bid. • The system shall be able to Appointment of tender committees to participate in procurement processes. The committee involved in procurement process are; <ul style="list-style-type: none"> • Tender Board • Evaluation Committee • Negotiation Committee • Post Qualification/Due diligence Committee • Inspection Committee • Contract Management Committee • The system shall be able to process and issue intention to award to all bidders who participated in the tender process and award of tender to the winner
Contract Management	<ul style="list-style-type: none"> • The system shall be able to involves creation, vetting and signing of the contract. • The system shall be able to process the registration of procurement contracts after being duly signed by both parties. • The system shall provide mechanism to Modify information of the existing contract

	<ul style="list-style-type: none"> • The system shall provide mechanism to manage implementation of contracts with regards to Terms and Conditions of the respective contract • The system shall provide mechanism for Monitoring of the contract • The system shall provide mechanism facilitate payment to the contracted vendor upon fulfilment of terms and conditions of the contract.
Management of Framework Agreement	<ul style="list-style-type: none"> • The system shall provide mechanism to deal with Procurement of Common used items and Services • The system shall provide mechanism to involve request-for or provision of additional information for the published tender to allow bidders prepare and submit responsive bids • The system shall provide mechanism to improve tendering document to meet requirements of bidders and Procuring Entity or To incorporate unforeseen tender requirement by the PE.
Supplier Management	<ul style="list-style-type: none"> • The system must have the capability to perform supplier performance management periodically. • The system must have the capability to support automated supplier onboarding based on the RFP/RFQ process. • The system must have the capability to maintain supplier databases such as: <ol style="list-style-type: none"> 1. Who supplied what service/product. 2. History of suppliers. 3. Price negotiations. • The system must have the capability to support a self-service portal for suppliers to: <ol style="list-style-type: none"> 1. Register supplier profile. 2. Update profile. 3. Submit a quote/proposal. 4. Upload documents. 5. View quote/proposal status. 6. View existing contracts.
Purchase Order (PO)	<ul style="list-style-type: none"> • The system must have the capability to prepare Purchase Order for acquisition of goods, services, and works.
Warehousing	<ul style="list-style-type: none"> • The system must have the capability to receive incoming goods in the warehousing system. • The system shall provide mechanism to issue goods to user department from store • The system shall provide mechanism to process periodic of verification of physical inventory against inventory records in the system
Stock Replenishment	<ul style="list-style-type: none"> • The system shall be able to handle Process of re-ordering stock items and pre-determined stock level availability in the warehouse
Certification of Payment	<ul style="list-style-type: none"> • The system must have the capability to ensure the payments are made in accordance with the terms and conditions of the contract/PO.
Role	Business Process Re-engineering (BPR)
Reporting	<ul style="list-style-type: none"> • The system must have an ability to generate the following reports in real-time: <ol style="list-style-type: none"> 1. Procurement Plan; (Planned vs Actual). 2. A status report showing contract history in terms of signing date, duration of contract and expiry date, performance/advance guarantee value/bid security, and expiring date. 3. Status report showing requisition history in terms of date and time of creation, submission to the last approval, current stage in workflow, time taken to approve the requisition by the approver, etc. 4. Duration of time taken by authorities to approve a requisition shall be represented using easily perceptible graphics and colors; and 5. Progress Reports against the Procurement Plan. 6. Customization of the report and periodic report to fit user needs e.g. Weekly/monthly/quarterly/yearly etc.

	<p>7. Ability to export reports into other applications e.g. MS Word, Excel, Adobe Acrobat, and Email.</p> <p>8. Ability for procurement to view payment status.</p>
Asset Management	<ul style="list-style-type: none"> • The system must have the capability to request, register, disposal, impair, review useful life and adjustments of assets.
ICT asset management	<ul style="list-style-type: none"> • The system must have the capability to perform the following process: <ol style="list-style-type: none"> 1. Asset registration. 2. Asset request. 3. Asset allocation. 4. Asset handover. 5. Asset movement. 6. Asset maintenance. 7. Assets need assessment. 8. Asset error management. 9. Automated alerts for key. events such as warranty expiry.
Landed (Immovable) asset management	<ul style="list-style-type: none"> • The system must have the capability to perform the following process: <ol style="list-style-type: none"> 1. Land needs assessment 2. Land/building acquisition 3. Land/building codification and registration 4. Payment of land/building legal fees (Property tax) 5. Land/building transfer 6. Land/building disposal 7. Letting of extra premises 8. Rent collection 9. Leasing of premises 10. Rent payment 11. Planned and unplanned Maintenance 12. Construction of buildings 13. Planned and unplanned maintenance of ups, air conditioners, generators and lift.
Movable asset management	<ul style="list-style-type: none"> • The system must have the capability to perform the following process: <ol style="list-style-type: none"> 1. Asset need assessment. 2. Contract management. 3. Asset registration and codification. 4. Asset transfer . 5. Asset maintenance. 6. Asset valuation. 7. Write off and disposal of non-current assets. 8. Asset handover. 9. Fleet fuel management. • The system must have the capability to generate depreciation reports. • The system should provide alerts for assets approaching full depreciation, based on a specified period. This period should vary depending on the type of asset. • The system must have an ability to register all asset details, including but not limited to: <ol style="list-style-type: none"> 1. Asset code; 2. Name; 3. Description; 4. Category; 5. Depreciation method; 6. Serial numbers; 7. Asset GL Account; 8. Asset estimated economic useful life; 9. Manufacturer name 10. Date of acquisition; 11. Make 12. Model

	<p>13. Year of manufacture</p> <ul style="list-style-type: none"> • The system must have an ability to integrate with Barcoding system to facilitate auto reconciliation between physical count and TRA Asset register. • The system must have an ability to process separate asset activity such as impairment, additions, revision of useful life, depreciation, disposal as well as handling assets held for sale. Thereafter, update sub-ledgers, and general ledger and produce reports that meet predefined requirements.
Non-Functional Specifications	Non-Functional Specifications
Warranty	After the successful implementation of the ERP solution and the Project Completion, Report accepted by TRA, the system should be kept under warranty period for one (1) year.
Architecture	<p>Application and Database</p> <ul style="list-style-type: none"> • A web-based System: ERP should run smoothly in all web browsers with equal performance. The system should accommodate all the web-based system features. The solution should also support the mobile platform. • The system shall be a Service Oriented Architecture (SOA) i.e., to be independent of vendor, technology and product. • The system shall be designed to function on best architecture to allow for implementation of web, application, management, database, etc.
User Management	<ul style="list-style-type: none"> • Must have User Rights Management and Access Control for the authorized staff to administer and set the proper user roles/permissions to allow specific users to access specific ERP components/modules, operations, data, request approval, and user profiles. • The system administration aspects shall be manageable from a single control panel provided by the system. • The system shall have user management module to be used as backup for creation of users, groups, roles, login and password management etc. • The system shall have the necessary tools to allow Master Data Management.
Automated Workflow	Must have an automated workflow for the business management process lifecycle, allowing specified / respective users to review, edit and approval staff requests.
Data Migration	<p>In case of necessity:</p> <ul style="list-style-type: none"> • Migrate data from the current TRA systems without disrupting the operations. • Provide technical support to TRA to ensure migration of data from TRA systems to the ERP environment is done smoothly.
Data Conversion	The Vendor shall perform the process of transforming data from one format to another if required, so that it is compatible with the target system.
Programmer / Developer	Programmer / Developer
General Reports	<p>ERP shall enable respective users to:</p> <ul style="list-style-type: none"> • view various reports based on their requirements. • export data to various file formats such as PDF, CSV, XLS, etc.
Multiple Reporting Format	Users can produce reports using HTML, PDF, Excel, or Word formats, which can be shared with others, and automate report delivery over email.
Role-based Reports	Reports can be tailored to meet the information needs of all roles. Information is only shared with the individuals who have the appropriate access.
Standard Reports and Dashboard	<p>ERP shall enable users to access standard reports, including operational and management standard reports.</p> <p>ERP shall provide users access to standard dashboards.</p>
Security	<p>ERP:</p> <ul style="list-style-type: none"> • Must be able to track the process flow to respective users of their activities and their authorization including access, operations, and approval logs to enable better control and monitoring of audit trail of activities performed in the system

	<p>but not limited to; log, transmit audit/event log securely to a centralized audit collection facility, provide online auditing in high-robustness, allow application security administrator to select events, log all security-relevant events (configured by the application security administrator) to its own secure audit/event log.</p> <ul style="list-style-type: none"> • Access Control: ERP should have different access control features as per user levels and user privileges or user roles. This access control feature should be dynamic in nature so that the rights of a particular module may be assigned to any user apart from his/her level. • Parameterization: ERP should be dynamic to adopt the parameters as defined in related acts, rules, directives, etc. This will facilitate any update in parameters like interest rates, numbers, etc. • Marker and Checker: While making entries or uploading the data entry and feeding the forms or formats the system should have the facility of maker and checker as separate authority. The check and balance through the maker and checker system needs to be an integral part of the software. • ERP needs to be secured through layers of security systems. The software security system should enable the smooth operation of the system without hacking or other security lacking. The system should have an integral security system. The security features should include the following: <ol style="list-style-type: none"> 1. Coding level security- security issues should be taken into account while coding 2. Access level security: various session monitoring/tracking, password encryption; <ol style="list-style-type: none"> a) standard password-based key derivation function. b) Use strong random characters generator to create a salt of 32 bytes or longer. c) feed the salt to the password into the password-based key derivation function. d) use keyed hash function as the core hash inside password- based key functions. e) able to provide the capability to increase number of password iterations. f) store the iteration count, the salt and the final hash in the password database. g) increase the iteration count regularly to keep up with faster cracking tools. 3. Database level security: access to the database and their roles, read/write permission, access to the database, session monitoring, ability to detect, prevent and correct SQL injection, cross-site scripting; forceful browsing and malicious software.etc. 4. Network level security: access of system inside/outside TRA, IP and port filtering, etc. 5. Data protection : Advanced Encryption standard and compression capability for the data flow and storage including deduplication capability of data manipulated, stored, or transmitted. 6. The system shall be able to generate and support best Digital Signature Standard (DSS). 7. The system shall comply with the state-of-the-art security architecture. 8. The system shall provide Identification and Authentication (I&A) mechanism that enable an application administrator to configure the maximum number of login attempts (configurable per user or per role) allowed within a given time period. 9. The system shall transmit sensitive I&A data (e.g., passwords, biometric data, and certificates) over a secured channel (e.g., SSL and TLS). 10. The system shall provide privileged accounts managed by accounts management system which provides functionalities such as password vault, check-in and checkout (e.g. one-time password), audit logging, policy control and account lifecycle management. 11. The system shall provide a tool for creating and modifying authorization
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	<p>12. information/ rights (e.g., Access Control List [ACLs], active accounts, etc.)</p> <p>13. The system shall comply with Policy-Based Access Control (PBAC) and Role-Based Access Control (RBAC) for authorizing user privileges in conjunction with its discretionary and mandatory data access control schemes.</p>
Quality Assurance (QA)	<ul style="list-style-type: none"> • Testing and Quality Assurance will be done throughout the contract implementation stages. • The Vendor is required to carry out a complete series of commissioning and acceptance tests for the complete ERP with documentation. • The quality assurance shall be used to ensure the required quality attributes are met; such as Correctness; Efficiency and Effectiveness, integrity, flexibility, usability, reliability, scalability, auditability and control, portability, maintainability, testability, availability, robustness interoperability and data quality control.
Availability	<ul style="list-style-type: none"> • Provide a detailed plan on the support for the solution to maintain the uptime of 99.9% availability. • The system shall have failover mechanism (three tiers architecture: Production, fallback and Disaster recovery site) on its components when any fault is detected on the operating system, database or application services.
Hours of use	ERP should maintain 24/7 availability
Maintenance Hours	Sunday 8:00 am to 2:00 pm
Mean Time to Repair	<ul style="list-style-type: none"> • Critical 4 hours • High 1 hour • Medium 1 hour • Low 1 hour
Mean time to failure (MTTF)	ERP timeout due to user inactivity shall be after 5 minutes (with a warning) upon timeout, the system must cancel the operation and allow the user to start over.
Infrastructure	<ul style="list-style-type: none"> • User identities must automatically be linked to secure access system (SAS) to allow single sign on to the system . • The system must be installed on private cloud infrastructure using the existing VMware platform that current exist in TRA datacentres. • The system shall run on any typical server hardware that supports industry latest stable version of standard operating system such as Windows, Linux/UNIX, iOS etc. • The system shall be able to interface with scanner and other specialized data input hardware or peripheral whenever required.
System Performance	<ul style="list-style-type: none"> • The system shall be robust enough to offer optimum performance focusing on the aspect such as throughput, utilization , response time , turn around time against user application demand • The system shall save entries in case of system outage and allow user to retrieve and resubmit when the connection is restored (system Cache).
System Interface	<ul style="list-style-type: none"> • The system shall provide a framework that offer user friendly interface such as navigations, good look and feel to reflecting TRA color. • The system shall provide a mechanism that validates all data submitted before submission into database for processing.
DELIVERABLES	DELIVERABLES
Main Deliverables	<ul style="list-style-type: none"> • A complete integrated ERP solution platform with all the modules and their required functionalities. • Both an ERP solution user guideline and a technical support guideline. • A complete set of required documentation including flowcharts, and revised system processes.

	<ul style="list-style-type: none"> • Necessary training is to be provided to all relevant staff. As described in item 2.0 and end user's training. • The customised Source Code and right to use by the TRA exclusively. • Detailed System design and configuration documentation (Architecture Diagrams and Documentation). • Provision of all required Software, Licenses, and renewal procedures.
Qualifications	At least bachelor's degree in IT/Software/IS/Engineering or equivalent (submit copies of relevant academic certificates)
Role	Programming and Coding
Training and Knowledge Transfer.	<p>Provide training to all relevant TRA staff on ERP for daily operations and system training to IT staff on supporting and administrating the ERP systems</p> <p>Initial Training: Training shall be done before the implementation; this training will have the objective of the team to be able to work with the company/firm to perform assessment, design, and implementation. This training must be provided to 11 staff (4 ICT service support officers, 3 - Business Analysts, 2- Security Analysts, 2- Network Engineers). The training should be in a classroom at the ERP product company/firm location. The company/firm must provide the training voucher for the proposed training.</p> <p>During Implementation: Supplier must provide an onsite knowledge transfer to client selected support staff. The number of staff to be trained will be at least 20 technical staff.</p> <p>Post Implementation: The company/firm must provide advanced training (Manufacturer Certification) to client technical staff. This training must be conducted in the manufacturer's location to ensure the client can maintain the solution. This must be done to 11 technical staff. This training may be in the form of vouchers valid for 1 year. TRA will incur transport and living costs for its staff (Company/firm must indicate manufacture training to be covered, and must include all products supplied by company/firm).</p>
Support and Maintenance	<ul style="list-style-type: none"> • 24-hour availability of technical staff for on-call or on-site troubleshooting, when necessary. • Vendor shall ensure that the on-call technical support can provide a thorough analysis of the technical problems escalated by the TRA technical staff and provide immediate solutions following the existing TRA Help Desk escalation procedures.
Licenses Implementation	<ul style="list-style-type: none"> • The company/firm shall specify in detail all licenses required to provide all features specified in SRS. • The license model will be perpetual and shall be registered under TRA and handed over to TRA including a warranty. The minimum licenses for the modules supplied are as follows: <ul style="list-style-type: none"> • Finance, Accounting (Expenditure and Revenue), = 300 • HR and Administration = 6500 • Assets management = 300 • Procurement management = 200 • Document management system Reporting = 6500
Implementation Plan	The company/firm shall provide an implementation plan that demonstrates the detailed steps associated with the required configuration and implementation includes the approach proposed to assure compliance with functional and non-functional requirements (Attach Implementation plan with GANTT chart)
Integration	<ul style="list-style-type: none"> • The company/firm should ensure the required integrations in order to streamline and simplify communication between not only the TRA internal systems but also the external parties as per Figure 1. Specific Integration at

	<p>minimum, shall include the following systems:</p> <p>Internal systems:</p> <ul style="list-style-type: none"> - TANCIS, IDRAS, and RGS for revenue accounting. <p>External systems:</p> <ul style="list-style-type: none"> - HCMIS, NIDA, and NECTA for HR-related information; - NesT, GIPSA and EMIMS for procurement-related information - MUSE and Travel Ticketing System for financial management-related (expenditure) information; - BOT and Commercial Banks for revenue accounting-related information; - PlanREP for Budget and planning-related information; - GAMIS for asset management-related information. <ul style="list-style-type: none"> • The vendor shall integrate ERP with SMS gateway whenever required for short text messaging notification. • The system shall support common data exchange formats such as Extensible Mark-up Language (XML) etc. • The system shall support uploading, transfer and storing data, photos, and documents using secure channels.
Disaster Recovery Site	<ul style="list-style-type: none"> • The company/firm is required to install and commission the complete ERP solution at the Production Site and Disaster Recovery Site and ensure data are synchronised between the sites. • The system shall allow auto backup and archiving of the records using TRA retention policy.
Duration	<p>The proposed timelines for ERP implementation is thirty-six (36) months from the date of signing of a contract as indicated below:</p> <ol style="list-style-type: none"> 1. Implementation - 24 months 2. Warranty - 12 months <p>The Company/firm is required to submit a detailed implementation plan with a GANTT chart demonstrating how milestones can be archived within the proposed timeframe.</p>
Software Licenses	<p>The company/firm shall provide requisite licenses for all the system software required for ERP Solutions including, but not limited to Operating System (OS), Enterprise-class Database Software, Clustering and High Availability Software as applicable for VMs (if required), Document Management, and all other required software and/or applications, etc. with the sufficient number of licenses.</p>
Change Management	<p>The company/firm shall be required to set up an ERP Change Management helpdesk during the Project implementation. The company/firm's response to the bid document must provide details of the ERP Change Management helpdesk, communication model, and approach and propose team composition.</p>
Experience	<p>Minimum 5 years of experience in Business process re-engineering, integration/analysis/designing and system development. Should have experience in Business Process re-engineering for ERP/MIS projects. Preference will be given based on experience gained in web-based application analysis/design and successful operation. Should have training/certificate in Business Process Re-engineering. (Submit copies of relevant academic certificates and CV)</p>
Post Go Live Support (Warranty Period)	<p>The post-go-live stabilisation support provided by the company/firm shall cover the following:</p> <ul style="list-style-type: none"> • Provide post-go-live stabilisation support, as a part of this project, by deploying the same technical and functional experts at the site for twelve (12) months as were involved during the implementation; • Troubleshooting and fixing of any errors that might occur while doing transactions or generating reports, including updation of user and

	<p>configuration manuals at no cost;</p> <ul style="list-style-type: none"> • Any required re-configuration and/or customisation required during phase I and phase II would be done by the supplier without any additional cost to TRA; (add supportive qualification examples) and • Maintain sufficient team size to support seamless operations.
Documentation	<p>The company/firm will provide detailed final system documentation for the reference of TRA. Two sets of hard copies of all documentation along with the soft version, shall be supplied by the company/firm and shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> • All ERP solution components and associated third-party software product-related documents; • Configuration document consisting of system setting and parameters for each functional module; • Standard operational procedure (SOP) manuals; • Documents related to system design and data structures/tables; • On-line help manual and technical manuals; • System administration and maintenance manuals; • Toolkit guides and troubleshooting guides; • User manuals including system instructions and use cases, how to run a program to perform specific tasks in the system with sample reports, screen formats, etc. • Training manuals; • Any other documentation required for usage of the implemented solution; • Any other standard documentation for the ERP product shall be supplied as part of this contract.
WORK EXPERIENCE OF ERP COMPANY/FIRM	WORK EXPERIENCE OF ERP COMPANY/FIRM
Company/firm Experience	<p>a) A company/firm of the ERP Solution must have at least ten (10) years of demonstrated experience in web-based application design, development, and implementation of ERP in reputable government institutions; corporate businesses; investment companies; or commercial banks.</p> <p>b) The company/firm must be the owner of the software or authorized dealer/partner of the software in which case evidence is required to demonstrate the business relationship.</p> <p>c) The company/firm must submit at least two (2) evidence demonstrating experience in the implementation of similar assignments of successful and completed implementation of software solutions developed within the past 10 years from the deadline of bid submission with a contract amount of not less than five (5) billion Tanzanian shillings or USD 2 million for both contract. (Attach evidence extract of contract/agreement and UAT report or Client Contract Completion Certificate and official reference contact details for the mentioned projects).</p> <p>d) The company/firm must submit at least one (1) reference from Tax authorities for Similar work for the OEM</p> <p>e) The vendor must have International Standards that focus on Security Management and Quality Management for example ISO27001 and ISO9000 (Attach Certificates)</p>
Number of Key Staff	<p>Key Staff and Minimum Number</p> <ol style="list-style-type: none"> 1. Project Manager (Team Leader) - 1 2. Systems Analyst - 1 3. Business Analyst - 2 4. Network Engineer - 1 5. Database Administrator - 2 6. Programmer/Developer - 3 <p>Other Support Staff</p> <ol style="list-style-type: none"> 7. Admin Expert - 1 8. Finance/ Account Expert - 1

Qualifications of Key Staff	Qualifications of Key Staff
Project Manager (Team Leader)	Project Manager (Team Leader)
Role	Overall project management
Qualifications	At least a Master's Degree in the field of IT/Software/IS/Engineering or equivalent (submit copies of relevant academic certificates)
Experience	At least 7 years of experience in web-based ERP or MIS solution development/implementation and management. Should have specific experience as a Project Manager (Team Leader) in at least three projects related to ERP/MIS. Should have the training and certification related to IT/Project Management. PMP/ITIL training is preferred. (submit copies of relevant academic certificate and CV)
Systems Analyst	Systems Analyst
Role	System Analysis and Design
Qualifications	At least bachelor's degree in IT/Software/IS/Engineering or equivalent (submit copies of relevant academic certificates)
Experience	Minimum 5 years of experience in system reengineering/module integration/analysis/designing and system development. Should have experience in designing databases of ERP/MIS. Preference will be given based on experience gained in web-based application analysis/design and successful operation. Should have training/certificate in system analysis/designing. (Submit copies of relevant academic certificates and CV)
Business Analyst	Business Analyst
Qualifications	At least bachelor's degree in IT/Software/IS/Engineering or equivalent (Submit copies of relevant academic certificates)
Experience	Minimum 5 years of experience in computer programming, preferably having experience in the development of data management systems using, MS SQL Server, Oracle, JAVA, PHP, and .Net platforms. The programmers must have demonstrated experience in developing web-based applications. Should have training/certificates in software development. Preference will be given to the training/certificate on web-based programming, database management, and statistical tools. (Submit copies of relevant academic certificates and CV)
Database Administrator	Database Administrator
Role	Database Design, Development and Management
Qualifications	At least a bachelor's degree in Computer/IT Engineering or a related field (Submit copies of relevant academic certificate)
Experience	Minimum 5 years of experience in database administration preferably having experience in Oracle or MS SQL Server. The Database Administrator must have demonstrated experience in the design, development, implementation, and maintenance of databases including data recovery, security, scalability, and disaster recovery. Should have training/certification in database administration. (Submit copies of relevant academic certificate and CV)
Network Engineer	Network Engineer
Role	Network, Security Design and Implementation
Qualifications	At least a bachelor's degree in Computer/IT Engineering or a related field. (Submit copies of relevant academic certificates)

Experience	Minimum of five (5) years experience in network designing/development, preferably having experience in designing/developing network systems of web-based data management systems. Having network Design-related certificates will be added advantages. (Submit copies of relevant academic certificates and CV)
Admin Expert	Admin Expert
Role	Administrative procedures and standard workflow management
Qualifications	At least a bachelor's degree in Business Administration or equivalent (Submit copies of relevant academic certificate)
Experience	Minimum 7 years of experience in handling the administration of corporate business, investment companies, banks, and large-scale private companies. Should have training/certificate related to administration management and proven skill in transferring knowledge into software instructions. (Submit copies of relevant academic certificates and CV)
Finance/ Account Expert	Finance/ Account Expert
Role	Financial and Accounting workflow management
Qualifications	At least a Master's degree in Business Administration/ Finance or equivalent. Must have professional certificates from relevant bodies. (Submit copies of relevant academic certificates)
Experience	Minimum 7 years of experience in handling Finance and Accounts for corporate businesses, investment companies, banks, and large-scale private companies. Should have training/certificate related to financial management and proven skill in transferring knowledge into software instructions. (Submit copies of relevant academic certificates and CV)
Payment Schedule	Refer to attached TOR 14.0 Payment Schedule
WORKING ARRANGEMENT	WORKING ARRANGEMENT
Responsibilities of Client	<ul style="list-style-type: none"> • The Director for Information and Communication Technology shall be the focal person to whom the company/firm will be reporting. • The Director responsible for Human Resources, shall provide office space for the implementation of the ERP project. • TRA will coordinate the external integration arrangement with stakeholders.
General Responsibilities of Company/firm	<ul style="list-style-type: none"> • All customization and installation of CGS must be done on-site; • The Vendor must ensure the on-site physical availability of the proposed technical/professional staff; • The Vendor must provide knowledge transfer to TRA technical staff during implementation.
Contract and Reporting Structure	<ul style="list-style-type: none"> • TRA will appoint a project manager to handle all matters relating to this project. • The company/firm shall assign a project manager to communicate with the client project manager regarding this project. • The client and company/firm project managers will meet monthly to measure performance of the service and agree on the implementation schedule of resolving any pending technical issues. • After every implementation stage, the supplier shall provide a report in a prescribed form. This report shall be signed certified by project managers from both sides.
Confidentiality	During the performance of the assignment or any time after the expiry or termination of the agreement, the company/firm shall not disclose to any person or otherwise make use of any confidential information that the company/firm has obtained or may obtain for purposes of this assignment. The information shall neither be disclosed to the public nor used in whatever form without

	written permission of the client.
Intellectual Property	(i) The copyright of the entire customized ERP system and its components developed by the software company/firm under this assignment will belong to TRA. (ii) The Supplier shall be required to transfer the customised source code under legal agreement
ERP Evaluation Criteria Score	Refer to attached TOR 19.0 ERP Evaluation Criteria Score

Inspection and Tests

Tender Description: Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

Tender No: TR134/2024/2025/G/61

LOT NO. TR134/2024/2025/G/61

Supply, Installation, Customization and Commissioning of Enterprise Resource Planning System (ERP)

GFS Code: 31122103 - Application software systems and licenses

Enterprise resource planning ERP software Training

This item does not require inspections

Application software license (number of users) and implementation support fee first year warranty period

This item does not require inspections

Supply, Customization, Installation and Commissioning of Enterprise Resource Planning System (ERP)

This item does not require inspections

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

SECTION VIII: GENERAL CONDITIONS OF CONTRACT (GCC)

A. CONTRACT AND INTERPRETATION

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “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 GCC 23 [Completion of Facilities] hereof;</p> <p>(b) “Commissioning” means the operation of the Facilities or any part thereof by the Supplier following Completion, which operation is to be carried out by the Supplier as provided in GCC 24.1 [Commissioning and Operational Acceptance-Commissioning] hereof, for the purpose of carrying out Guarantee Test(s);</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, 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;</p> <p>(d) “Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Agreement (including any amendments thereto);</p> <p>(e) “Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;</p> <p>(f) “Country of Origin” means the countries and territories eligible under the PPA, Cap.410, and its corresponding Regulations;</p> <p>(g) “Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Agreement, for the purpose of determining the Time for Completion;</p> <p>(h) “Facilities” means the Goods to be supplied and installed, as well as all the Installation Services to be carried out by the Supplier under the Contract</p> <p>(i) “Day” means calendar day;</p> <p>(j) “Defects Notification Period” means the period of validity of the warranties given by the Supplier commencing at Completion of the Facilities or a part thereof, during which the Supplier is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC 26 [Defect Liability] hereof;</p> <p>(k) “Dispute Avoidance and Resolution Board” (DARB) means the person or persons named as such in the SCC appointed by agreement between the Purchaser and the Supplier to make a decision with respect to any dispute or difference between the Purchaser and the Supplier referred to him or her by the Parties pursuant to Sub-Clause 46.1 [Dispute Avoidance and Resolution Board];</p> <p>(l) “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, 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,</p>
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		<p>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;</p> <p>(m) “GCC” means the General Conditions of Contract hereof;</p> <p>(n) “Goods” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Supplier under the Contract (including the spare parts to be supplied by the Supplier under GCC 6.3 [Scope of Facilities] hereof but does not include Supplier’s Equipment;</p> <p>(o) “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 GCC 24.2 [Commissioning and Operational Acceptance-Guarantee Test];</p> <p>(p) “Installation Services” means all those services ancillary to the supply of the Goods for the Facilities, to be provided by the Supplier 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 Supplier’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;</p> <p>(q) “Month” means calendar month;</p> <p>(r) “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 Supplier’s fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC 27 [Functional Guarantees] hereof and shall include deemed acceptance in accordance with GCC 24 [Commissioning and Operational Acceptance] hereof; and</p> <p>(s) “Pre-commissioning” means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Supplier in preparation for Commissioning as provided in GCC 23 [Completion of Facilities] hereof;</p> <p>(t) “Project Manager” means the person appointed by the Purchaser in the manner provided in Sub-Clause 16.1 [Representatives -Project Manager] hereof and named as such in the SCC to perform the duties delegated by the Purchaser;</p> <p>(u) “Purchaser” means the person named as such in the SCC and includes the legal successors or permitted assigns of the Purchaser;</p> <p>(v) “SCC” means the Special Conditions of Contract;</p> <p>(w) “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site</p> <p>(x) “Supplier” 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 SCC and includes the legal successors or permitted assigns of the Supplier;</p> <p>(y) “Supplier’s Representative” means any person nominated by the Supplier and named as such in the SCC and approved by the Purchaser in the manner provided in GCC 16.2 [Supplier’s Representative and Construction Manager] hereof to perform the duties delegated by the</p>
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		<p>Supplier;</p> <p>(z) “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 Supplier, and includes its legal successors or permitted assigns;</p> <p>(aa) “Supplier’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 Supplier, but does not include Goods, or other things intended to form or forming part of the Facilities;</p> <p>(bb) “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;</p> <p>(cc) “Base Date” means the date 28 days prior to the latest date for submission of the Tender.</p>
2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract 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 GCC 2.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(a) Form of Agreement;</p> <p>(b) Letter of Acceptance;</p> <p>(c) Special Conditions of Contract;</p> <p>(d) General Conditions of Contract;</p> <p>(e) Specifications;</p> <p>(f) Drawings;</p> <p>(g) Bills of Quantities;</p> <p>(h) Completed Schedules (including Price Schedules); and</p> <p>(i) Any other document listed in the Special Conditions of Contract as forming part of the Contract will be indicated as Appendices: Appendix-1 up to Appendix nth.</p>
	2.4	<p><u>Persons</u></p> <p>Words importing persons or parties shall include firms, corporations and government entities.</p>
	2.5	<p><u>Incoterms</u></p> <p>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 <i>Incoterms</i>.</p> <p><i>Incoterms</i> means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.</p>

	2.6	<p><u>Entire Agreement</u></p> <p>Subject to Sub- Clause 15.4 [Confidential Information] hereof, the Contract constitutes the entire agreement between the Purchaser and Supplier 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.</p>
	2.7	<p><u>Amendment</u></p> <p>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.</p>
	2.8	<p><u>Independent Supplier</u></p> <p>The Supplier 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.</p> <p>Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Purchaser.</p>
	2.9	<p><u>Joint Venture or Consortium</u></p> <p>If the Supplier 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 fulfillment 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.</p>
	2.10	<p><u>Non-Waiver</u></p> <p>2.10.1 Subject to GCC 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.</p> <p>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.</p>
	2.11	<p><u>Severability</u></p> <p>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.</p>
	2.12	<p><u>Country of Origin</u></p> <p>"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.</p>
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the

		conditions precedent stated in the SCC .
	3.2	If the Condition precedent stipulated on GCC 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 waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Notices	4.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC
	4.2	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
5. Language and Law	5.1	The language of the Contract and the law governing the Contract are stated in the SCC .

B. SUBJECT MATTER OF PROCUREMENT

6. Scope of Facilities	6.1	Unless otherwise expressly limited in the Technical Specifications, the Supplier'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 GCC 6.3 below) and accessories; Supplier'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.
	6.2	The Supplier 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.
	6.3	In addition to the supply of Mandatory Spare Parts included in the Contract, the Supplier 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 Supplier, 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 Supplier's fees) relating to the supply of spare parts.
7. Time for Commencement and Completion	7.1	The Supplier shall commence work on the Facilities within the period specified in the SCC and without prejudice to GCC 25.2 [Completion Time Guarantee] hereof, the Supplier shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix (Time Schedule) to the Agreement.
	7.2	The Supplier 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 Supplier shall be entitled under GCC 39 [Extension of Time for Completion] hereof.
8. Supplier's Responsibilities	8.1	The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GCC 9.3 [Purchaser's Responsibilities] hereof and that are necessary for the performance of the Contract.
	8.4	The Supplier 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 Supplier. The Supplier 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 Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC 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 Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser
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 Supplier 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 Supplier, the Purchaser shall use its best endeavors to assist the Supplier 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

		Supplier or Subcontractors or the personnel of the Supplier 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 Supplier, 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 Supplier 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 Supplier under GCC 17.2 [Work Program] hereof and in the manner thereupon specified or as otherwise agreed upon by the Purchaser and the Supplier.
	9.6	The Purchaser shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC 23.8 [Completion of the Facilities] , and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC 26.2 [Defects Liability] .
	9.7	All costs and expenses involved in the performance of the obligations under this GCC 9 [Purchasers Responsibility] shall be the responsibility of the Purchaser, save those to be incurred by the Supplier with respect to the performance of Guarantee Tests, in accordance with Sub- GCC 26.2 [Defects Liability]

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	<p>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.</p> <p>Price Adjustment Where the Contract Period(excluding the Defects Liability Period 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.</p> <p>Price Adjustment Formula Prices payable to the Supplier, 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: $P_1 = P_0 \times ((a + b(L_1/L_0) + c(M_1/M_0)) - P_0$ in which: P_1 = adjustment amount payable to the Supplier 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</p> <p>The sum of the three coefficients a, b and c shall be one (1) in every application of the formula.</p> <p>Conditions Applicable to Price Adjustment The Tenderer shall indicate the source of labour and materials indexes and the base date indexes in its tender.</p> <p>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, 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 be: Z_0/Z_1</p> <p>Where:</p>

		<p>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</p> <p>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.</p> <p>(e) No price adjustment shall be payable on the portion of the Contract price paid to the Supplier as an advance payment.</p>
	10.3	<p>Subject to GCC 8.2 [Supplier's Responsibilities], GCC 9.1 [Purchaser's Responsibilities] and Clause 34 [Unforeseen Conditions] hereof, the Supplier 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.</p>
11. Terms of Payment	11.1	<p>Terms and Procedures of Payment</p> <p>In accordance with the provisions of GCC Clause 14 (Terms of Payment), the Employer 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.</p> <p>a. Schedule No. 2. Goods Supplied from within the United Republic of Tanzania</p> <p>In respect of goods supplied from within the, United Republic of Tanzania the following payments shall be made:</p> <p>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 Employer. 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>c. Schedule No. 4. Installation Services</p> <p>In respect of installation services for both the foreign and local currency portions, the following payments shall be made:</p> <p>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 Employer. 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.</p> <p>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 Employer'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 Percent stated in SCC of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer'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 Percent stated in SCC of the total or pro rata value of installation services performed by the Contractor as</p>

		evidenced by the Employer'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	In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) shown in SCC to the Agreement for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
	11.4	The currency or currencies in which payments are made to the Supplier 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 Supplier'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 GCC 11.4.
12. Securities	12.1	<u>Issuance of Securities</u> The Supplier shall provide the securities specified below in favor of the Purchaser at the times, and in the amount, manner and form specified below.
	12.2	<u>Advance Payment Security</u> 12.2.1 The Supplier shall, within fourteen (14) working days of the signing 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 Supplier 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 Supplier immediately after its expiration.
	12.3	<u>Performance Security</u> 12.3.1 The Performance Security, and, if applicable, an ES Performance Security, shall be provided to the Purchaser not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the TDS and SCC and in accordance with the conditions of contract. 12.3.2 The Performance Security, and, if applicable, an ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. 12.3.3 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security, and, if applicable, an ES Performance Security, to cover any cumulative increase of more than ten percent of the Initial 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

		<p>provided in the tendering documents, as stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.</p> <p>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 Notification Period has been extended on any part of the Facilities pursuant to GCC 26.8 [Defects Liability] hereof, the Supplier 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 Supplier immediately after its expiration, provided, however, that if the Supplier, pursuant to Clause 26.10 [Defects Liability], 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.</p>
13. Taxes and Duties	13.1	Except as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, 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 GCC 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 Supplier in the United Republic of Tanzania, the Purchaser shall use its best endeavours to enable the Supplier 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 GCC 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 Supplier, 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 [Change in Laws 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 the 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 Supplier herein shall remain vested in the Supplier or, if they are furnished to the Purchaser directly or through the Supplier 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 Supplier 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 Supplier 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 Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause 15 .
	15.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purpose other than the operation and maintenance of the Facilities. Similarly, the Supplier 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 GCC 15.1 and GCC 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 GCC 15 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 GCC15 shall survive termination, for whatever reason, of the Contract.

E. EXECUTION OF FACILITIES

16. Representatives	16.1	<p><u>Project Manager</u></p> <p>If the Project Manager is not named in the Contract, then within Seven (7) working days of the Effective Date, the Purchaser shall appoint and notify the Supplier 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 notice of the name of such other person to the Supplier 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 Supplier. 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.</p> <p>All notices, instructions, information, and other communications given by the Supplier to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.</p>
	16.2	<p><u>Supplier’s Representative & Project Manager</u></p> <p>16.2.1 If the Supplier’s Representative is not named in the Contract, then within Seven (7) working days of the Effective Date, the Supplier shall appoint the Supplier’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 Supplier’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 Supplier shall appoint a replacement within Seven (7) working days of such objection, and the foregoing provisions of this GCC 16.2.1 shall apply thereto.</p> <p>16.2.2 The Supplier’s Representative shall represent and act for the Supplier at all times during the currency of the Contract and shall give to the Project Manager all the Supplier’s notices, instructions, information and all other communications under the Contract.</p> <p>16.2.3 All notices, instructions, information and all other communications given by the Purchaser or the Project Manager to the Supplier under the Contract shall be given to the Supplier’s Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>16.2.4 The Supplier shall not revoke the appointment of the Supplier’s Representative without the Purchaser’s prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Supplier shall appoint some other person as the Supplier’s Representative, pursuant to the procedure set out in GCC 16.2.1.</p> <p>16.2.5 The Supplier’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 Supplier’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 GCC 16.2.5 shall be deemed to be an act or exercise by the Supplier’s Representative.</p> <p>16.2.6 From the commencement of installation of the Facilities at the Site until Completion, the Supplier’s Representative shall appoint a suitable person as the construction manager (hereinafter referred to as “the Construction Manager”). The Construction Manager shall supervise all</p>

		<p>work done at the Site by the Supplier 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.</p> <p>16.2.7 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier 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 GCC 21.3 [Installation]. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from the Facilities.</p> <p>16.2.8 If any representative or person employed by the Supplier is removed in accordance with GCC 16.2.5, the Supplier shall, where required, promptly appoint a replacement.</p>
17. Work Programme	17.1	<p><u>Supplier's Organization</u></p> <p>The Supplier shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Supplier 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 Supplier shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.</p>
	17.2	<p><u>Programme of Performance</u></p> <p>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 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 Supplier shall monitor progress of all the activities specified in the programme referred to in GCC 17.2 above 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</p> <p>(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 Supplier's actual progress falls behind the programme referred to in GCC 17.2, or it becomes apparent that it will so fall behind, the Supplier shall, at the request of the Purchaser or the Project Manager, prepare</p>

		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 GCC 7.2 [Time for Commencement and Completion], any extension thereof entitled under GCC 39.1 [Extension of Time for Completion], or any extended period as may otherwise be agreed upon between the Purchaser and the Supplier.
	17.5	<u>Work Procedures</u> 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. The Supplier 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.
18. Subcontracting	18.1	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 Supplier shall prepare a list of Subcontractors for such item for inclusion in such list. The Supplier may from time to time propose any addition to or deletion from any such list. The Supplier 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 Supplier from any of its obligations, duties or responsibilities under the Contract.
	18.2	The Supplier shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC 18.1 .
	18.3	For items or parts of the Facilities not specified in the corresponding Appendix 5 [List of Major Items of Plant and Installation Services and List of Approved Subcontractors] to the Agreement, the Supplier may employ such Subcontractors as it may select, at its discretion.
	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 GCC 18.5 (if and when applicable), or in event of termination by the Purchaser under GCC 41.2 [Termination].
	18.5	If a sub-contractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Project Manager, prior to that date, instructs the Supplier to assign the benefits of such obligations to the Purchaser, then the Supplier shall do so.
19. Design and Engineering	19.1	<u>Specifications and Drawings</u> 19.1.1 The Supplier 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. 19.1.2The Supplier 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 Supplier by or on behalf of the Purchaser.
	19.1.3	The Supplier 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.
	19.2	<u>Codes and Standards</u>

		<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 [Change in the Facilities].</p>
	<p>19.3</p>	<p><u>Approval/Review of Technical Documents by Project Manager</u></p> <p>19.3.1 The Supplier 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 GCC 17.2 [Work Programme].</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 GCC 19.3.2 through 19.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.</p> <p>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 GCC 19.3.1, the Project Manager shall either return one copy thereof to the Supplier with its approval endorsed thereon or shall notify the Supplier 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.</p> <p>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.</p> <p>19.3.6 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC 19.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), whereupon the document shall be deemed to have been approved.</p> <p>19.3.7 If any dispute or difference occurs between the Purchaser and the Supplier 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 GCC 46.1 [Obtaining Dispute Avoidance and Resolution Board’s Decision] hereof. If such dispute or difference is referred to a 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 Supplier shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Dispute Avoidance and Resolution Board upholds the Supplier’s view on the dispute and if the Purchaser has not given notice under GCC 46.1 [Obtaining Dispute Avoidance and Resolution Board’s Decision] hereof, then the Supplier 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.</p>

		<p>19.3.8 The Project Manager’s approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier 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.</p> <p>19.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval thereof, pursuant to the provisions of this GCC 19.3.</p> <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 in the Facilities] shall apply to such request.</p>
20. Procurement	20.1	<p><u>Goods</u></p> <p>Subject to GCC 13.2 [Taxes and Duties], the Supplier shall manufacture or procure and transport all the Goods in an expeditious and orderly manner to the Site.</p>
	20.2	<p><u>Purchaser-Supplied Plant, Equipment, and Materials</u></p> <p>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 Supplier, the following provisions shall apply:</p> <p>20.2.1 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 Supplier at the time specified in the programme furnished by the Supplier, pursuant to GCC 17.2 [Work Programme], unless otherwise mutually agreed.</p> <p>20.2.2 Upon receipt of such item, the Supplier 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 Supplier 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 Supplier. The provision of this GCC 20.2.2 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>20.2.3 The foregoing responsibilities of the Supplier 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 Supplier under any liability for any such shortage, defect or default whether under GCC 26 [Defects Liability] or under any other provision of Contract.</p>
	20.3	<p><u>Transportation</u></p> <p>20.3.1 The Supplier shall at its own risk and expense transport all the Goods and the Supplier’s Equipment to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances.</p> <p>20.3.2 Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods and the Supplier’s Equipment.</p> <p>20.3.3 Upon dispatch of each shipment of the Goods and the Supplier’s Equipment, the Supplier shall notify the Purchaser by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Goods and of the Supplier’s Equipment, the point and means of dispatch, and the estimated time and point of arrival in the United Republic of Tanzania, if applicable, and at the Site. The Supplier shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties.</p>

	23.3.4	The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods and the Supplier's Equipment to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier 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 Supplier's Equipment to the Site.
	20.4	<p><u>Customs Clearance</u></p> <p>The Supplier shall, at its own expense, handle all imported Goods and Supplier's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Purchaser's obligations under GCC 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 Supplier, the Supplier shall be entitled to an extension in the Time for Completion, pursuant to GCC 39 [Extension of Time for Completion].</p>
21. Installation	21.1	<p><u>Setting Out/Supervision/Labour</u></p> <p>21.1.1 <i>Benchmark:</i> The Supplier 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 Supplier 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.</p> <p>21.1.2 <i>Supplier's Supervision:</i> The Supplier 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 Supplier 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.</p> <p>21.1.3 <i>Labour:</i></p> <ul style="list-style-type: none"> (a) The Supplier 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 Supplier is encouraged to use local labour that has the necessary skills. (b) Unless otherwise provided in the Contract, the Supplier 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. (c) The Supplier 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. (d) The Supplier 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 Supplier 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 Supplier.

(e) The Supplier 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.

(f) The Supplier 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 Supplier 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 Supplier 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 Supplier.

The Supplier shall inform the Supplier'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 Supplier 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 Supplier shall immediately advise the Project Manager.

If and when the Supplier 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 **GCC** 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 Supplier shall provide and maintain all necessary accommodation and welfare facilities for the Supplier's Personnel. The Supplier shall also provide facilities for the Purchaser's Personnel as stated in the Specification.

The Supplier shall not permit any of the Supplier'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 Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel. In collaboration with local health authorities, the Supplier 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 Supplier'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 Supplier 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 Supplier shall provide whatever is required by this person to exercise this responsibility and authority.

The Supplier shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Supplier shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

The Supplier shall throughout the contract (including the Defects Notification 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 Supplier'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 Supplier shall include in the program to be submitted for the execution of the Facilities under GCC 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 Supplier plans to satisfy the requirements of this GCC 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 Supplier 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 Supplier's personnel or accompanying members of their families, the Supplier shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

21.1.9 Records of Supplier's Personnel

The Supplier shall keep accurate records of the Supplier's personnel, including the number of each class of Supplier's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all

		<p>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 Supplier has completed all work.</p> <p>21.1.10 Supply of Foodstuffs</p> <p>The Supplier shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Supplier's Personnel for the purposes of or in connection with the Contract.</p> <p>21.1.11 Supply of Water</p> <p>The Supplier shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Supplier's Personnel.</p> <p>21.1.12 Measures against Insect and Pest Nuisance</p> <p>The Supplier shall at all times take the necessary precautions to protect the Supplier's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Supplier shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p> <p>21.1.13 Alcoholic Liquor or Drugs</p> <p>The Supplier 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 Supplier's Personnel.</p> <p>21.1.14 Arms and Ammunition</p> <p>The Supplier shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Supplier's Personnel to do so.</p> <p>21.1.15 Prohibition of All Forms of Forced or Compulsory Labor</p> <p>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.</p> <p>21.1.16 Prohibition of Harmful Child Labor</p> <p>The Supplier 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</p>
	21.2	<p><u>Supplier's Equipment</u></p> <p>21.2.1 All Supplier's Equipment brought by the Supplier onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Supplier shall not remove the same from the Site without the Project Manager's consent that such Supplier's Equipment is no longer required for the execution of the Contract.</p> <p>21.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Supplier shall remove from the Site all Equipment brought by the Supplier onto the Site and any surplus materials remaining thereon.</p> <p>21.2.3 The Purchaser will, if requested, use its best endeavors to assist the</p>

		Supplier in obtaining any local, state or national government permission required by the Supplier for the export of the Supplier's Equipment imported by the Supplier for use in the execution of the Contract that is no longer required for the execution of the Contract.
	21.3	<p><u>Site Regulations and Safety</u></p> <p>The Purchaser and the Supplier 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 Supplier 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.</p> <p>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.</p>
	21.4	<p><u>Opportunities for Other Contractors</u></p> <p>21.4.1 The Supplier 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.</p> <p>21.4.2 If the Supplier, upon written request from the Purchaser or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Supplier is responsible, permits the use by such other contractors of the Supplier's Equipment, or provides any other service of whatsoever nature for such other contractors, the Purchaser shall fully compensate the Supplier 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 Supplier reasonable remuneration for the use of such equipment or the provision of such services.</p> <p>21.4.3 The Supplier 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 Supplier and other contractors and the workers of the Purchaser in regard to their work.</p> <p>21.4.4 The Supplier shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Supplier'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 Supplier.</p>
	21.5	<p><u>Emergency Work</u></p> <p>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 Supplier shall immediately carry out such work.</p> <p>21.5.2 If the Supplier 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 Supplier 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 Supplier 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 Supplier to the Purchaser. Otherwise, the cost of such remedial work shall be borne by the Purchaser.</p>
	21.6	<u>Site Clearance</u>

		<p>21.6.1 <i>Site Clearance in Course of Performance:</i> In the course of carrying out the Contract, the Supplier 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 Supplier's Equipment no longer required for execution of the Contract.</p> <p>24.6.2 <i>Clearance of Site after Completion:</i> After Completion of all parts of the Facilities, the Supplier 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.</p>
	21.7	<p><u>Watching and Lighting</u></p> <p>The Supplier 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.</p>
	21.8	<p><u>Work at Night and on Holidays</u></p> <p>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 Supplier shall immediately advise the Project Manager, provided that provisions of this GCC 21.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.</p> <p>21.8.2 Notwithstanding GCCs 21.8.1 or 21.1.3, if and when the Supplier 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.</p>
22. Test and Inspection	22.1	The Supplier 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 Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Supplier 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	<p>The Supplier shall provide the Project Manager with a certified report of the results of any such test and/or inspection.</p> <p>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 Supplier 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.</p>
	22.5	The Project Manager may require the Supplier to carry out any test and/or inspection not required by the Contract, provided that the Supplier'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 Supplier'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 Supplier 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 GCC 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 [Obtaining Dispute Avoidance and Resolution Board's Decision].
	22.8	The Supplier 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 Supplier a reasonable prior notice.
	22.9	The Supplier 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 GCC 22.4 , shall release the Supplier 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 Supplier carrying out any test and/or inspection required under the Contract. The Supplier 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 Supplier 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 GCC 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 Supplier 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 Supplier, 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 Supplier shall so notify the Purchaser in writing.
	23.2	Within seven (7) working days after receipt of the notice from the Supplier under GCC 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 GCC 23.2 , the Supplier 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 Supplier, the Facilities or any part thereof is ready for Commissioning, the Supplier shall so notify the Project Manager in writing.
	23.5	<p>23.5.1 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC 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 Supplier's notice under GCC 23.4, or notify the Supplier in writing of any defects and/or deficiencies.</p> <p>23.5.2 If the Project Manager notifies the Supplier of any defects and/or deficiencies, the Supplier shall then correct such defects and/or deficiencies and shall repeat the procedure described in GCC 23.4.</p> <p>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 Supplier's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Supplier's repeated notice.</p> <p>23.5.4 If the Project Manager is not so satisfied, then it shall notify the Supplier in writing of any defects and/or deficiencies within seven (7) days after receipt of the Supplier's repeated notice, and the above procedure shall be repeated.</p>
	23.6	If the Project Manager fails to issue the Completion Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC 23.4 or within seven (7) days after receipt of the Supplier's repeated notice under GCC 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 Supplier'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 Supplier 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 Supplier.
	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	<p><u>Commissioning</u></p> <p>24.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Supplier immediately after issue of the Completion Certificate by the Project Manager, pursuant to GCC 23.5 [Completion of facilities], or immediately after issue of the deemed Completion, under GCC 23.6.</p> <p>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.</p>
	24.2	<p><u>Guarantee Test</u></p> <p>24.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Supplier during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can</p>

		<p>attain the Functional Guarantees specified in the Technical Specifications. The Supplier'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 Supplier with such information as the Supplier may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).</p> <p>24.2.3 If for reasons not attributable to the Supplier, 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 Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCCs 27.2 and 27.3 [Functional Guarantees] shall not apply.</p>
	24.3	<p><u>Operational Acceptance</u></p> <p>24.3.1 Subject to GCC 24.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when</p> <ul style="list-style-type: none"> (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 Supplier within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC 24.2.2 above; or (c) the Supplier has paid the liquidated damages specified in GCC 26.3 [Defects Liability] hereof; and (d) any minor items mentioned in GCC 23.7 [Completion of the Facilities] hereof relevant to the Facilities or that part thereof have been completed. <p>24.3.2 At any time after any of the events set out in GCC 24.3.1 have occurred, the Supplier 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.</p> <p>24.3.3 The Project Manager shall, after consultation with the Purchaser, and within seven (7) days after receipt of the Supplier's notice, issue an Operational Acceptance Certificate.</p> <p>24.3.4 If within seven (7) days after receipt of the Supplier's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier 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 Supplier's said notice.</p>
	24.4	<p><u>Partial Acceptance</u></p> <p>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.</p> <p>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 Supplier shall thereafter complete any outstanding minor items that</p>

		are listed in the Operational Acceptance Certificate.
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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 Employer 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 Employer 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 Employer 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 Employer.</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 Employer 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	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 Notification 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 Notification 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 consultation and agreement with the Employer 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 Employer</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 Employer under Sub-Clause 20.2 [Procurement], are normally consumed in operation, or have a normal life shorter than the Defect Notification Period stated herein</p> <p>(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer 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 Employer, except for the work executed by the Employer under Sub-Clause 26.7.</p>
	26.4	<p>The Employer 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 Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.</p>
	26.5	<p>The Employer 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 Employer, 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 Employer 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 Employer 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 Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.</p>
	26.8	<p>If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Notification 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 Employer because of any of the aforesaid reasons.</p>
	26.9	<p>Except as provided in this Clause 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.</p>
	26.10	<p>In addition, the Contractor shall also provide an extended warranty for any</p>

		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 Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer 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 Employer 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 <ul style="list-style-type: none"> (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 Employer to repeat the Guarantee Test or (b) pay liquidated damages to the Employer 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 Employer 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	The Contractor shall, subject to the Employer's compliance with Sub- Clause 28.2 , indemnify and hold harmless the Employer 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 Employer 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. 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.

	28.2	<p>If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in Sub-Clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer'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 Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Employer 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 Employer 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 Employer.</p>
29. Limitation of Liability	29.1	<p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) the Contractor shall not be liable to the Employer, 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 Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether 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 Employer with respect to patent infringement.</p>

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 Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
	30.4	Ownership of any Goods in excess of the requirements for the Facilities shall revert to the Supplier upon Completion of the Facilities or at such earlier time when the Purchaser and the Supplier 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 Supplier pursuant to GCC 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	The Supplier 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 GCC 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 Supplier shall also be responsible for any loss or damage to the Facilities caused by the Supplier or its Subcontractors in the course of any work carried out, pursuant to GCC 26 [Defects Liability Period] . Notwithstanding the foregoing, the Supplier 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 GCCs 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 Supplier's temporary facilities by reason of</p> <ul style="list-style-type: none"> (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 GCC 33 [Insurance] hereof (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 (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 Supplier has disclaimed responsibility herein, <p>the Purchaser shall pay to the Supplier all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Supplier the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the Facilities thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC38 [Change in the Facilities]. If the Purchaser does not request the Supplier in writing to make good any loss</p>

		or damage to the Facilities thereby occasioned, the Purchaser shall either request a change in accordance with GCC 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 GCC 41.2 [Termination for Supplier's Default] hereof.
	31.3	The Supplier shall be liable for any loss of or damage to any Supplier's Equipment, or any other property of the Supplier used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC31.2 [Care of the Facilities] (with respect to the Supplier's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCCs 31.2 (b) and (c) and 37.1 [War Risks].
	31.4	With respect to any loss or damage caused to the Facilities or any part thereof or to the Supplier's Equipment by reason of any of the matters specified in GCC 37.1 , the provisions of Sub- GCC 37.3 shall apply.
32. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	32.1	a. Subject to GCC 32.3 , the Supplier 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 Supplier 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.
	32.2	If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC 32.1 , the Purchaser shall promptly give the Supplier a notice thereof and the Supplier 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. If the Supplier 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 Supplier 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. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	32.3	The Purchaser shall indemnify and hold harmless the Supplier and its 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 GCC 33 [Insurance], provided that such fire, explosion or other perils were not caused by any act or failure of the Supplier.
	32.4	The party entitled to the benefit of an indemnity under this GCC 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	To the extent specified in the corresponding Appendix (Insurance Requirements) to the Agreement, the Supplier 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 the said Appendix. 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>(a) <u>Cargo Insurance During Transport</u>: Covering loss or damage occurring while in transit from the Supplier's or Subcontractor's works or stores until arrival at the Site, to the Goods (including spare parts therefore) and to the Supplier'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 Supplier's liability in respect of any loss or damage occurring during the Defect Liability Period while the Supplier 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 Supplier 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 the said the corresponding Appendix.</p>
	33.2	The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC 33.1 , except for the Third-Party Liability, Workers' Compensation and Purchaser's Liability Insurances, and the Supplier's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Supplier pursuant to GCC 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 for losses or claims arising out of the performance of the Contract shall be waived under such policies.
	33.3	The Supplier 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 Supplier 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 Supplier.
	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 Supplier and the Supplier's Subcontractors shall be named as co-insured under all such policies. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Purchaser shall deliver to the Supplier 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 Supplier by all insurers prior to any cancellation or material modification of the policies. If so requested by the Supplier, the Purchaser shall provide copies of the policies taken out by the Purchaser under this GCC 33.5 .

	33.6	If the Supplier fails to take out and/or maintain in effect the insurances referred to in GCC 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 Supplier 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 Supplier. If the Purchaser fails to take out and/or maintain in effect the insurances referred to in GCC 33.5 , the Supplier 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 Supplier shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Purchaser. If the Supplier fails to or is unable to take out and maintain in effect any such insurances, the Supplier shall nevertheless have no liability or responsibility towards the Purchaser, and the Supplier 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 Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC 33.7 , and all monies payable by any insurers shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier 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 Supplier'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 Supplier.
34. Unforeseen Conditions	34.1	<p>If, during the execution of the Contract, the Supplier 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 Supplier 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 Supplier shall promptly, and before performing additional work or using additional Goods or Supplier'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 Supplier's Equipment required, including the steps which the Supplier 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 Supplier is likely to incur.
	34.2	On receiving any notice from the Supplier under GCC 34.1 , the Project Manager shall promptly consult with the Purchaser and Supplier 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 Supplier, with a copy to the Purchaser, of the actions to be taken.
	34.3	Any reasonable additional cost and expense incurred by the Supplier in

		following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC 34.1 [Unforeseen Conditions] shall be paid by the Purchaser to the Supplier as an addition to the Contract Price.
	34.4	If the Supplier is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC 34.1 , the Time for Completion shall be extended in accordance with GCC 39 [Extension of Time for Completion]
35. Change of Laws and Regulations	35.1	If after a date twenty-eight (28) days prior to the deadline for 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 Supplier 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 Supplier 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 .
36. Force Majeure	36.1	Force majeure shall include, without limitation, the following: (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	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.
	36.3	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 GCC39 [Extension of Time for Completion] .
	36.4	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 GCCs

		36.6 and 37.5 [War Risks].
	36.5	No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall (a) constitute a default or breach of the Contract (b) (subject to GCCs 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 if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
	36.6	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 a notice to the other, but without prejudice to either party's right to terminate the Contract under GCC 37.5 [War Risks].
	36.7	In the event of termination pursuant to GCC 36.6 [Force Majeure], the rights and obligations of the Purchaser and the Supplier shall be as specified in GCCs 41.1.2 and 41.1.3 [Termination].
	36.8	Notwithstanding GCC 36.5, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier herein.
37. War Risks	37.1	"War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC 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 Supplier shall have no liability whatsoever for or with respect to (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 Supplier 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 Supplier's Equipment or any other property of the Supplier 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 Supplier for (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 Supplier's Equipment or other property of the Supplier 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 Supplier to replace or make good any such destruction or damage to the Facilities, the Purchaser shall either request a change in accordance with GCC 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 GCC 41. [Termination].

	37.4	Notwithstanding anything contained in the Contract, the Purchaser shall pay the Supplier 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 Supplier 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 the Supplier, the Supplier 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.
	37.6	In the event of termination pursuant to GCCs .37.3 or 37.5, the rights and obligations of the Purchaser and the Supplier shall be specified in GCCs 41.1.2 and 41.1.3 [Termination].

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 GCCs 38.2.5 and 38.2.7, the Purchaser shall have the right to propose, and subsequently require, that the Project Manager order the Supplier 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 Supplier 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 Supplier 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 Supplier, provided that the Purchaser shall approve any Change proposed by the Supplier to ensure the safety of the Facilities.</p> <p>38.1.3 Notwithstanding GCCs 38.1.1 and 38.1.2, no change made necessary because of any default of the Supplier 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 GCCs 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 GCC 38.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier 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 Supplier 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 Supplier’s Estimate for Change Proposal, the Purchaser shall do one of the following:</p> <ul style="list-style-type: none"> (a) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal (b) advise the Supplier of any part of its Estimate for Change Proposal that is unacceptable and request the Supplier to review its estimate (c) advise the Supplier that the Purchaser does not intend to proceed with the Change.

		<p>38.2.4 Upon receipt of the Purchaser’s instruction to proceed under GCC 38.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC 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 Supplier under this GCC 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 Supplier may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Purchaser accepts the Supplier’s objection, the Purchaser shall withdraw the proposed Change and shall notify the Supplier in writing thereof. The Supplier’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 Supplier represents.</p> <p>38.2.7 Upon receipt of the Change Proposal, the Purchaser and the Supplier 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 Supplier with a Change Order. If the Purchaser is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier 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 Supplier accordingly. Under such circumstances, the Supplier 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 Supplier in its Estimate for Change Proposal submitted in accordance with GCC 38.2.3.</p> <p>38.2.9 If the Purchaser and the Supplier 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 Supplier 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 Supplier 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 GCC46 [Obtaining Disputes Adjudication Board Decision].</p>
	38.3	<p><u>Changes Originating from Supplier</u></p> <p>38.3.1 If the Supplier proposes a Change pursuant to GCC 38.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC 38.2.1.</p>

		38.3.2 Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCCs 38.2.6 and 38.2.7 . However, should the Purchaser choose not to proceed, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal.
39. Extension of Time for Completion	39.1	<p>The Time(s) for Completion specified in the SCC shall be extended if the Supplier 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 GCC 38 [Change in the Facilities] (b) any occurrence of Force Majeure as provided in GCC 36, unforeseen conditions as provided in GCC 34, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC 31.2 [Care of Facilities] (c) any suspension order given by the Purchaser under GCC 40 hereof or reduction in the rate of progress pursuant to GCC 40.2 [Suspension]or (d) any changes in laws and regulations as provided in GCC 35 [Change in Laws and Regulations] 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 Supplier.
	39.2	Except where otherwise specifically provided in the Contract, the Supplier 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 Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter the Dispute Avoidance and Resolution Board, pursuant to GCC 46.1 [Obtaining Dispute Avoidance and Resolution Board's Decision].
	39.3	The Supplier 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 Supplier has given a notice of a claim for an extension of time under GCC 39.2 , the Supplier 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 Supplier 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 Supplier to incur extra costs and the Supplier is entitled to an extension of time under GCC 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 Supplier, to order the Supplier 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 Supplier 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 Supplier's default or breach of the Contract, the Supplier'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 Supplier 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 GCC 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 Supplier 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 GCC 38 [Change in the Facilities] or, where it affects the whole of the Facilities, as termination of the Contract under GCC 41.1 [Termination].
	40.4	<p>If:</p> <p>(a) the Purchaser has failed to pay the Supplier 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 Supplier may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in GCC 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 Supplier's notice or</p> <p>(b) the Supplier 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 GCC9.2 [Purchaser's Responsibilities], or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,</p> <p>then the Supplier 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	If the Supplier's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC40 , then the Time for Completion shall be extended in accordance with GCC 39.1 [Extension of Time for Completion] , and any and all additional costs or expenses incurred by the Supplier as a result of such suspension or reduction shall be paid by the Purchaser to the Supplier in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Supplier's default or breach of the Contract.
	40.6	During the period of suspension, the Supplier shall not remove from the Site any Goods, any part of the Facilities or any Supplier's Equipment, without the prior written consent of the Purchaser.
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 Supplier a notice of termination that refers to this GCC 41.1.</p>

		<p>41.1.2 Upon receipt of the notice of termination under GCC 41.1.1, the Supplier 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 Supplier’s Equipment from the Site, repatriate the Supplier’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 Supplier, subject to the payment specified in GCC 41.1.3, shall <ul style="list-style-type: none"> (i) deliver to the Purchaser the parts of the Facilities executed by the Supplier up to the date of termination (ii) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier 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 Supplier and its Subcontractors (iii) deliver to the Purchaser all non-proprietary drawings, specifications and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the Facilities. <p>41.1.3 In the event of termination of the Contract under GCC 41.1.1, the Purchaser shall pay to the Supplier the following amounts:</p> <ul style="list-style-type: none"> (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Supplier as of the date of termination (b) the costs reasonably incurred by the Supplier in the removal of the Supplier’s Equipment from the Site and in the repatriation of the Supplier’s and its Subcontractors’ personnel (c) any amounts to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges (d) costs incurred by the Supplier in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC 41.1.2 (e) the cost of satisfying all other obligations, commitments and claims that the Supplier 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.
	41.2	<p><u>Termination for Supplier’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 Supplier, referring to this GCC 41.2:</p>

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier 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 Supplier takes or suffers any other analogous action in consequence of debt
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of **GCC 42** [Assignment].
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, coercive, obstructive or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

- i. “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;
- ii. “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
- iii. “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;
- iv. “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;

41.2.2If the Supplier

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to **GCC 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
- (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
- (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 **GCC 17.2** [Work Programme] at rates of progress that give reasonable assurance to the Purchaser that the Supplier can attain Completion of the Facilities by the Time for Completion as extended,

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier 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 Supplier that refers to this **GCC 41.2**.

41.2.3 Upon receipt of the notice of termination under **GCCs 41.2.1** or **41.2.2**, the Supplier shall, either immediately or upon such date as is specified in the notice of termination,

- (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) below
- (c) deliver to the Purchaser the parts of the Facilities executed by the Supplier up to the date of termination
- (d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier 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 Supplier and its Subcontractors
- (e) deliver to the Purchaser all drawings, specifications and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the Facilities.

41.2.4 The Purchaser may enter upon the Site, expel the Supplier, and complete the Facilities itself or by employing any third party. The Purchaser may, to the exclusion of any right of the Supplier over the same, take over and use with the payment of a fair rental rate to the Supplier, 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 Supplier's Equipment owned by the Supplier 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.

Upon completion of the Facilities or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the Site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

41.2.5 Subject to **GCC 41.2.6**, the Supplier 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 **GCC 41.2.3**. Any sums due the Purchaser from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Purchaser completes the Facilities, the cost of completing the Facilities by the Purchaser shall be determined.

If the sum that the Supplier is entitled to be paid, pursuant to **GCC 41.2.5**, plus the reasonable costs incurred by the Purchaser in completing the Facilities, exceeds the Contract Price, the Supplier shall be liable for such excess.

If such excess is greater than the sums due the Supplier under

		<p>GCC 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC 41.2.5, the Purchaser shall pay the balance to the Supplier.</p> <p>The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p>
	<p>41.3</p>	<p><u>Termination by Supplier</u></p> <p>41.3.1 If</p> <p>(a) the Purchaser has failed to pay the Supplier 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 Supplier may give a notice to the Purchaser that requires payment of such sum, with interest thereon as stipulated in GCC 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 Supplier’s notice, or</p> <p>(b) the Supplier 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, then the Supplier 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 Supplier 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 Supplier may by a further notice to the Purchaser referring to this GCC 41.3.1, forthwith terminate the Contract.</p> <p>41.3.2 The Supplier may terminate the Contract forthwith by giving a notice to the Purchaser to that effect, referring to this GCC 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 GCCs 41.3.1 or 41.3.2, then the Supplier 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 Supplier’s Equipment from the Site and repatriate the</p>

		<p>Supplier's and its Subcontractors' personnel from the Site.</p> <p>(d) In addition, the Supplier, subject to the payment specified in GCC 41.3.4, shall</p> <p>(i) deliver to the Purchaser the parts of the Facilities executed by the Supplier 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 Supplier 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 Supplier and its Subcontractors</p> <p>(iii) deliver to the Purchaser all drawings, specifications and other documents prepared by the Supplier 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 Supplier all payments specified in GCC 41.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with or in consequence of such termination.</p> <p>41.3.5 Termination by the Supplier pursuant to this GCC 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC 41.3.</p>
	41.4	In this GCC 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 Supplier and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
	41.5	In this GCC 41 , in calculating any monies due from the Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Agreement.
42. Assignment	42.1	Neither the Purchaser nor the Supplier 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 Supplier 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.

I. CLAIMS, DISPUTES, AND ARBITRATION

43. Supplier's Claims	43.1	If the Supplier 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 Supplier 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 Supplier became aware, or should have become aware, of the event or circumstance.
	43.2	If the Supplier fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Supplier 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 GCC shall apply.
	43.3	The Supplier 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 Supplier 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 GCC, monitor the record-keeping and/or instruct the Supplier to keep further contemporary records. The Supplier 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 Supplier 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 Supplier and approved by the Project Manager, the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 Supplier 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 Supplier 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 Supplier 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-GCC 46.4 [Obtaining Dispute Avoidance and Resolution Board's Decision].
	43.10	The requirements of this GCC are in addition to those of any other GCC which may apply to a claim. If the Supplier fails to comply with this or another GCC 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 GCC .
44. Appointment of the Dispute Avoidance and Resolution Board	44.1	Disputes shall be referred to a DARB for decision in accordance with GCC 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 information system in the work 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 GCC .
	44.7	The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Purchaser or the Supplier acting alone. Unless otherwise agreed by both Parties, the appointment of the DARB (including each member) shall expire when the discharge referred to in GCC 50.1 [Expiry of Dispute Avoidance and Resolution Board's Appointment] shall have become effective.
45. Failure to Agree on the Composition of the Dispute Avoidance and Resolution Board	45.1	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], 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

		<p>DARB of three persons by such date,</p> <p>b)the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DARB by such date, or</p> <p>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> <p>then the Appointing authority 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 authority.</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 GCC.
	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 GCC. 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 Supplier shall continue to proceed with the Work 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 GCC, 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 GCC 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 Arbitration Act, Cap.15.
	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 work.
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 Appointment	50.1	<p>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 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].

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 resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented.);*
 - *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 Supplier'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 bowsers, number of watering's/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, top soil 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, actions 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 actions 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 actions 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 blastingissues, etc. Cross-reference other sections as needed.

APPENDIX B

A General Conditions of Dispute Avoidance and Resolution Board 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 “Supplier”; and (c) the “Member” who is defined in the Dispute Adjudication Pane 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 Avoidance and Resolution Board”) and, where this is the case, the other two persons are called the “Other Members.”
	<p>The Purchaser and the Supplier have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Avoidance and 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 Supplier and the Member have each signed the DARB Agreement, or (c) when the Purchaser, the Supplier 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 Supplier, 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 Supplier 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 Supplier relied upon the Member’s representations that he/she is:</p> <ul style="list-style-type: none"> (a) experienced in the work which the Supplier 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 Supplier 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 Supplier or the Project Manager, except in such circumstances as were disclosed in writing to the Purchaser and the Supplier before they signed the

	<p>DARB Agreement;</p> <p>(c) have disclosed in writing to the Purchaser, the Supplier 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 Supplier or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;</p> <p>(d) not, for the duration of the DARB Agreement, be employed as a consultant or otherwise by the Purchaser, the Supplier or the Project Manager, except as may be agreed in writing by the Purchaser, the Supplier and the Other Members (if any);</p> <p>(e) comply with the annexed procedural rules and with GCC 44.4 of the Conditions of Contract;</p> <p>(f) not give advice to the Purchaser, the Supplier, the Purchaser's Personnel or the Supplier'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 Supplier 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 Supplier 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 Supplier, subject to the agreement of the Other Members (if any).</p>
5. General Obligations of the Purchaser and the Supplier	<p>The Purchaser, the Supplier, the Purchaser's Personnel and the Supplier'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 Supplier shall be responsible for compliance with this provision, by the Purchaser's Personnel and the Supplier's Personnel respectively.</p>
	<p>The Purchaser and the Supplier undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Purchaser, the Supplier, 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 Supplier 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 Supplier refers a dispute to the DARB under GCC 46</p>

	of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Purchaser or the Supplier 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.
6. Payment	<p>The Member shall be paid as follows, in the currency named in the DARB 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 sub-paragraphs (b) and (c) of this Clause.
	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>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 sub-paragraph (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>
	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 Supplier and the Member, at each anniversary of the date on which the DARB Agreement became effective.
	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.
	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 accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Supplier.

	The Supplier 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 Supplier in accordance with the Contract.
	If the Supplier 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 GCC 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 Supplier 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 Supplier 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 Supplier 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 Supplier. 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 Supplier and the Member. However, a notice by the Purchaser or the Supplier, 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 Supplier 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 Supplier 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 Supplier, 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 Supplier. Unless otherwise agreed by the Purchaser, the Supplier 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 Supplier, 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 endeavor to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Purchaser, the Supplier and the Project Manager and shall be coordinated by the Purchaser in co-operation with the Supplier. 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 Supplier.

The Purchaser and the Supplier 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 Supplier shall be copied to the other Party. If the DARB comprises three persons, the Purchaser and the Supplier 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 GCC 46 of the Conditions of Contract, the DARB shall proceed in accordance with GCC 46 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 Supplier, 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 Supplier be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Purchaser and the Supplier, 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 Supplier 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 Supplier 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 GCC 44.4, or as otherwise agreed by the Purchaser and the Supplier 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 Supplier; 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 Supplier 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 (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC No.	Conditions	GCC	Data
1.	Purchaser's name and address	1.1(u)	TANZANIA REVENUE AUTHORITY 11491
2.	Project Manager's name and address	1.1(t)	Mr. Bernard Mpangala
3.	Supplier's Name and Address	1.1(x)	To be known after the contract award
4.	Dispute Avoidance and Resolution Board's Name and Address	1.1 (y)	The Proposed Appointing Authority for Appointment of DARB is Tanzania Institute of Arbitrators
5.	Supplier's Representative	1.1(k)	To be known after the award
6.	Time for Completion	1.1(a) & 25.1	1095 Days
7.	Language of the Contract	2.1 & 5.1	ENGLISH
8.	Conditions Precedent	3.1 & 3.2	Conditions precedent to contract effectiveness shall be Kick off Meeting. Conditions Precedent Submission Period shall be 14 prior to the contract start date.
9.	Purchaser's Address for Notices	4.1	TANZANIA REVENUE AUTHORITY 11491
10.	Supplier's Address for Notices	4.1	To be known after award
11.	Governing Law	5.1	Laws of Tanzania
12.	Spare Parts	6.3	
13.	Time for Commencement	7.1	Supplier shall commence work on the facilities within 14 days after signing the contract.
14.	Time for Completion	7.2 & 39.1	The Completion of the facilities shall be attained within 1095 days after commencement.
15.	Price Adjustment	10.2 & 35.1	The price is fixed.
16.	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.

SCC No.	Conditions	GCC	Data
			Payment of local currency portion shall be made in 0 percent in which foreign currency portion shall be 100.
		11.1 (b)	<p>Payment for Goods supplied from within the United Republic of Tanzania:</p> <p>(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.</p> <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 0 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)	Not Applicable.
		11.1 (d)	<p>Installation Services:</p> <p>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 0percent of work performed by the Contractor, as identified in the said Programme of Performance, during the preceding month, as evidenced by the Supplier’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 100 percent of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer’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 Employer’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>
17.	Advance Payment Security	12.2	Not Applicable
18.	Form of Performance Security and Amount of Performance Security	12.3.1 & 12.3.4	<p>The Performance Security Form will be; Performance Security - Bank Guarantee.</p> <p>The amount of performance Security, as a percentage of the contract price for the facility or for the part of the facility for which a separate time for completion is provided shall be; 10 percent.</p> <p>In denomination of The Tanzanian Shilling.</p>
19.	Environmental and Social Performance Security	12.3.2	ES Performance Security Bank Guarantee.
20.	Reduction of Value of Performance Security	12.3.5	The performance security will be discharged: 0 Percent of the Contract Amount
21.	Working Hours	21.1.5	0800-1700 hours

SCC No.	Conditions	GCC	Data
22.	Funeral Arrangements	21.1.8	Not applicable
23.	Completion of Guarantee Test	24.2.3 & 24.3.1 (b)	Guarantee test of the facilities shall be successfully completed within 1095 days from the date of completion.
24.	Liquidated Damages	25.2 & 27.4	The Liquidated Damage shall be 0.1 percent. The maximum deduction is equal to the performance security.
25.	Bonus for Early Completion	25.3	No bonus will be given for earlier completion of the facilities or part thereof.
26.	Alternative Defects Notification Period	26.2	Defects liability period shall be Tanzania Revenue Authority (TRA) Headquarters, P.O. Box 11491, Sokoine Drive, Dar es Salaam, Tanzania. days from the date of completion of the facilities. Defects liability period shall be As per Terms of Reference days from the date of Operational Acceptance.
27.	Period of Extension of Warranty	26.10	The critical components covered under extended warranty are Application Software License and the period shall be 30 years.
28.	Insurance	33.1	(a) Cargo Insurance During Transport: Not Applicable (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 100.00
29.	Date by which the DARB shall be appointed	44.1	DARB Appointment date is 01/05/2025 days after commencement of the contract.
30.	The DARB shall be comprised of	44.2	The PE proposes the following to be members of DARB; Names as proposed and appointed by Tanzania Institute of Arbitrators. .
31.	List of proposed members of DARB	44.3	If the name(s) are not agreed within 21 days before 01/05/2025.
32.	Appointment (if not agreed) to be made by	45.1	If the name(s) are not agreed, The Proposed Appointing Authority for Appointment of DARB is Tanzania Institute of Arbitrators
33.	Rules of arbitration	48.1	Tanzania Institute of Arbitrators (TI Arb)

SECTIONX: CONTRACTFORMS

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 the contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

1. Notice of Intention to Award a Contract
[Letter head paper of the PE]

Ref No: *[insert Ref.No.]*..... Date:

To: *[name and address of the Service Provider]*

RE:NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER*[insert No of contract]* **FOR**
[insert 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:*(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)*and for a completion period/delivery period of *(insert the duration)*.

Your tender was not considered for award of the contract due to the following reasons^[1]

1)

2)

3)

Be informed that, you have seven (5) calendar days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to *(insert the 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:.....

Name and Title of Signatory:

Name of PE:.....

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^[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

2. Letter of Acceptance

[Letter head paper of the PE]

[date]

To: [name and address of the Supplier]

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

This is to notify you that, your tender dated [insert date] for execution of the Contract Number [insert Contract number and description, as provided in the Special Conditions of Contract] for the Accepted Contract Amount of the equivalent of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

In the case of Sole member of Dispute Avoidance and Resolution Board

(a) We accept that [name proposed by Tenderer] be appointed as Sole Member of Dispute Avoidance and Resolution Board

OR

(b) We do not accept that [name proposed by Tenderer] be appointed as Sole Member 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 Sole Member of Dispute Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers.^[1]

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.^[2]

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract Agreement

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable). , .

[1] To be used only if the Contractor disagrees in the Tender with the Sole Member of DARB proposed by the Employer in the Instructions to Tenderers, and has accordingly offered another candidate. If the Employer 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 Sole Member of DARB in accordance with Clause 44 of the Instructions to Tenderers."

[2] To be used only if the Contractor disagrees in the Tender with the Members of DARB proposed by the Employer in the Instructions to Tenderers, and has accordingly offered another candidate. If the Employer 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 Member of DARB in accordance with Clause 44 of the Instructions to Tenderers."

Appendix 4: Time Schedule

The Purchaser should normally provide a Time Schedule to be followed by the Supplier during the performance of the Contract. This schedule should be provided with the Tendering documents under this Appendix. All completion times indicated must be in accordance with the information regarding Time(s) for Completion given in the Tender Data Sheet.

Except under exceptional circumstances, the Time Schedule should indicate periods of time (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 prior to award of Contract, the amended Time Schedule shall replace the original Time Schedule prior to signature of the Agreement.

If the Tendering documents contain no Time Schedule, the Tenderer shall be required to submit with its Tender a detailed programme, 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 prior to award of Contract shall be included as Appendix to the Agreement before the Contract is signed.

If Tenderers, pursuant to the provisions of the Instructions to Tenderers, are to be permitted to offer an Alternative Tender based 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

Prior to award of 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 Supplier during the performance of the Contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Supplier 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 GCC 18.1, the Supplier 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

Appendix6: Scope of Works and Supply by the Purchaser

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 Supplier 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 Supplier 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 Purchaser in good time so as not to delay the performance of the Supplier, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC 17.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Supplier.

Personnel Charge to Supplier (if any)

Facilities Charge to Supplier (if any)

Works Charge to Supplier (if any)

Supplies Charge to Supplier (if any)

Appendix 7: List of Documents for Approval or Review

Pursuant to GCC GCC 19.3.1, the Supplier shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC GCC 17.2 (Programme of Performance), the following documents for

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Appendix8: 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 the functional guarantees
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Supplier 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 24.4.2.]

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Supplier guarantees as follows:

3.1 Production Capacity

[List here the production capacity that the Supplier is to guarantee, making sure to use, as functional guarantees, the figures offered by the Supplier 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 Supplier is to guarantee, making sure to use, as functional guarantees, the figures offered by the Supplier 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 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 Supplier elects to pay liquidated damages to the Purchaser in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GCC 27.3, then the Supplier 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 24.2, is not more than the maximum level specified in para. 4.3 below, and the Supplier elects to pay liquidated damages to the Purchaser in lieu of making changes, modifications and/or additions to the Facilities pursuant to GCC 27.3, then the Supplier 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 Supplier, the Supplier shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC 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) 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 Supplier's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed _____ percent (___ %) of the Contract price *[the percentages specified shall not exceed ten percent (10%)].*

Performance Bank Guarantee (Unconditional)

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

Beneficiary: [Name and Address of Purchaser]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has to be awarded a contract No. [reference number of the contract] dated [insert 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, a performance guarantee is required.

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

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Supplier (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
 - (i) a copy of the Completion Certificate; or
 - (ii) a registered letter from the Supplier, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Supplier in writing of any defects or deficiencies; or
 - (iii) a registered letter from the Supplier stating that no Completion Certificate has been issued but the Purchaser is making use of the Facilities; or
- (c) the ____ day of _____, 20__.

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

[signature(s)]

Bank Guarantee—Conditional

[Name of Contract]

To: *[address of Purchaser]*

We refer to the Contract Agreement (“the Contract”) signed on *[date]* between you and *[name of Supplier]* (“the Supplier”) 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 Supplier irrevocably guarantee payment owed to you by the Supplier, 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 Supplier 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 Supplier before making the claim under this Guarantee, specifying the Supplier’s breach of contract and requesting the Supplier to remedy it
- (b) a letter signed by your duly authorized officer certifying that the Supplier has failed to remedy the default within the period allowed for remedial action
- (c) a copy of your written notice to the Supplier stating your intent to claim under this Letter of Guarantee because of the Supplier’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 sum so requested or the amount then guaranteed hereunder in respect of any demand duly made here under 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 sums guaranteed here under, whichever is the earlier.

All notices to be given hereunder shall be given by registered (airmail) post to the addressee at the address herein setout 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 Supplier, 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

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 Supplier]* (hereinafter called "the Supplier")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 the sum *[amount in figures]* (____) *[amount in words]*is to be made against an advance payment guarantee.

At the request of the Supplier, 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 inwriting accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier 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 Supplier 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 Supplier of the amount of the advance payment, or on the ___ day of _____, 2____,whichever is earlier. Consequently, anydemand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Form of Completion Certificate

Date:

TENDERNO. N°: _

[Name of Contract]

To: [Name and address of Supplier]

Dear Sir/Madam,

Pursuant to **GCC 23** (Completion of the Facilities) of the **GCC** entered into between yourselves and the Purchaser 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 Purchaser 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. _____

[Name of Contract]

To: [Name and address of Supplier]

Dear Sir/ Madam,

Pursuant to **GCC 24.3** (Commissioning and Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Purchaser 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 Supplier 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 Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Purchaser.

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 Purchaser's Home Office and the Site representatives of the Purchaser shall have the following respective references:

Home Office	CR-H- <i>nnn</i>
Site	CR-S- <i>nnn</i>

- (b) The above number "*nnn*" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

Annex1. Request for Change Proposal

(Purchaser's Letterhead)

To: *[Supplier's name and address]*

Date:

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir/Madam

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[number]* days of the date of this letter *[or on or before (date)]*.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Number]*
3. Originator of Change: Purchaser: *[Name]*
Supplier (by Application for Change Proposal No. *[Number]*)[\[1\]](#):
4. Brief Description of Change: *[Description]*
5. Facilities and/or Item No. of equipment related to the requested Change: *[Description]*
6. Reference drawings and/or technical documents for the request of Change:

<u>Drawing No./Document No.</u>	<u>Description</u>
7. Detailed conditions or special requirements on the requested Change: *[Description]*
8. General Terms and Conditions:
 - (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
 - (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
 - (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other 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 the Supplier relating to the services of its personnel shall be calculated.
 - (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(Purchaser's Name)

(Signature)

(Name of signatory)

(Title of signatory)

[\[1\]](#) Refer to Annex 7.

Annex2. Estimate for Change Proposal

(Supplier's Letterhead)

To: *[Purchaser's name and address]*

Date:

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir/Madam:

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)	 _____

(Supplier's Name)

(Signature)

(Name of signatory)

(Title of signatory)

[\[1\]](#) Costs shall be in the currencies of the Contract.

Annex3. Acceptance of Estimate

(Purchaser's Letterhead)

To: *[Supplier's name and address]*

Date:

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir/Madam:

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.

(Purchaser's Name)

(Signature)

(Name and Title of signatory)

Annex4. Change Proposal

(Supplier's Letterhead)

To: [Purchaser's name and address]
 Attention: [Name and title]
 Contract Name: [Contract name]
 Contract Number: [Contract number]

Date:

Dear Sir/Madam:

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: Purchaser: [Name]
Supplier: [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:

<u>Drawing/Document No.</u>	<u>Description</u>
-----------------------------	--------------------

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 Purchaser
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) Supplier's cost for preparation of this Change Proposal: 2

(Supplier'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

(Purchaser's Letterhead)

To: *[Supplier's name and address]*

Date: _____

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir and Madam:

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 **GCC 38** 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: Purchaser: *[Name]*
Supplier: *[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: _____ Purchaser)

Accepted by: _____ Date: _____
(Supplier)

Annex6. Pending Agreement Change Order

(Purchaser's Letterhead)

To: *[Supplier's name and address]*

Date: _____

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir/Madam:

We instruct you to carry out the work in the Change Order detailed below in accordance with **GCC 38** of the General Conditions of Contract.

1. Title of Change: *[Name]*
2. Purchaser's Request for Change Proposal No. /Rev.: *[Number/revision]* dated: *[Date]*
3. Supplier'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>
-----------------------------	--------------------
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Purchaser's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex7. Application for Change Proposal

(Supplier's Letterhead)

To: *[Purchaser's name and address]*

Date:

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Sir/Madam::

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:

(Supplier's Name)

(Signature)

(Name of signatory)

(Title of signatory)