

IMPROVED MAINTENANCE SYSTEMS FOR DISTRICT ROADS IN TANZANIA (AFCAP/TAN/019)



FINAL DESIGN REPORT

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Prepared for:
Crown Agents (DFID/AFCAP)

By:
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Reducing Poverty by Enabling Access

In association with: **Ambicon Engineering Limited**

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List of Abbreviations

| | |
|----------|--|
| ADRICS | Annual District Roads Inventory and Condition Survey |
| AFCAP | Africa Community Access Programme |
| ATTI | Appropriate Technology Training Institute |
| CBO | Community Based Organisation |
| DE | District Engineer |
| DFID | Department for International Development (UK) |
| DROMAS | District Roads Management System |
| LGTP | Local Government Transport Programme |
| LGA | Local Government Authority |
| M.C. | Municipal Council |
| Mio. | Million |
| PMO-RALG | Prime Minister’s Office – Regional Administration and Local Government |
| PPRA | Public Procurement Regulatory Authority |
| TASAF | Tanzania Social Action Fund |
| TANROADS | Tanzania National Roads Agency |
| TOR | Terms of Reference |
| TSH | Tanzanian shilling |

1. Introduction

Crown Agents as managers of the Africa Community Access Programme (AFCAP) engaged I.T.Transport (hereinafter referred to as “the Consultants”) to carry out a study into Improved Maintenance Systems for District Roads in Tanzania in a contract dated 22nd October 2009. The Terms of Reference (TOR) are given in **Annex A**. This is one of a series of research, dissemination and knowledge sharing assignments commissioned by AFCAP with the overall aim of promoting safe and sustainable rural access in Africa.

The Study was commissioned by AFCAP at the request of the Prime Minister’s Office – Regional Administration and Local Government (PMO-RALG) in Tanzania. This is the government body that provides national level coordination and guidance to Local Government Authorities (LGAs) on, amongst other things, the maintenance and improvement of District Roads. It also advises the Road Fund on the distribution of funds to LGAs and monitors the use of these funds.

The total duration of the assignment is expected to be 30 months. A meeting was held on 24th November 2009 to launch the study and the effective start month of the Study was February 2010. The work programme has been drawn up with February 2010 as month 1. July 2012 will be month 30.

The implementation phase of the programme will take place over two years. For practical and budgeting reasons, the implementation follows the Tanzanian financial years. These start in July and end in June.

An Inception Report was submitted and presented at a 3rd Steering Committee meeting on 13th May 2010. This set down the selection of the participating districts; provided a report on the initial assessment of existing maintenance systems; provided recommendations for new systems to be introduced under the project and described progress on other activities. It also included a literature review and a workplan for the remainder of the assignment. The selected pilot districts are:

- Mpwapwa District Council
- Bahi District Council
- Dodoma Municipal Council

The Consultants organised a design workshop on 30th June 2010 at the PMORALG offices in Dodoma. During the workshop, the participants discussed the various maintenance options to be tested and gave their comments to the Consultants for consideration in the design process. The workshop report in **Annex B** provides further details.

This Design Report contains the details of the various maintenance systems proposed by the Consultants. It includes a maintenance plan for the participating districts and tender dossiers to be used for the procurement of the maintenance contractors. An updated overall work plan for the project is presented in the last section.

2. Maintenance Systems - Options to be Tested

Presently the Councils are carrying out maintenance of roads using local contractors on short-term contracts. They procure contractors for specific maintenance activities: the contract durations are between one and four months depending on the scope of works. This is the case for all types of maintenance i.e. routine, spot improvements and periodic. While this system is appropriate for carrying out periodic maintenance works, it is less suitable for the other maintenance activities. Routine maintenance should be a continuous activity and spot improvements may be necessary on some sections of a road at different periods of the year.

The main shortcomings of the present system is that there is no continuous routine maintenance on the most of the roads and the spot improvements are limited to sections of roads that have been identified at the time of the condition surveys only. The procurement period is long and this limits the number of procurement cycles that can be undertaken during the year.

The maintenance options to be considered for piloting will be assessed against the project objectives of greater efficiency and effectiveness. The most common existing system of a small to medium scale equipment based road maintenance contractor carrying out a discrete package of work will be the baseline against which the alternatives will be measured.

AFCAP aims to “enhance the uptake of low cost, proven solutions for rural access that maximise the use of local resources”. This coincides well with several of the options that have been mentioned in the Terms of Reference; the Consultant’s Technical Proposal; the findings of the Literature Review; and the comments in the Design Workshop.

In the course of preparing the tender documents and programs for the maintenance of the district roads, the focus will be on provision of basic access. This is in line with the objectives of the Local Government Transport Programme (LGTP). The standards of roads in the districts will be those that will suffice for the low traffic levels. Most of the districts roads have less than 20 vehicles per day and, therefore, do not require gravel surfacing¹. Well-maintained earth roads are sufficient to cater for these levels of traffic.

The options proposed for initial consideration and testing are:

- i) **Small contractors for extended periods:** The small registered contractors (classes 6 and 7) and specialist labour-based contractors will be used for maintenance of specific road(s) with extended contract durations of up to one year.

¹ World Bank’s Technical Note on Rural Transport and Community Driven Development – March 2003

- ii) **Area based framework contracts:** Bigger contractors will be used and the contract will cover more than one road (a network of roads) for an extended period of up to one year. Work orders will be used to instruct the contractor on what needs to be done periodically.
- iii) **Performance based contracts:** Bigger contractors will be used and the contract will cover more than one road (a network of roads) for an extended period of up to one year and monthly payments made to the contractor upon having kept the standard of the network in a specified level.
- iv) **Community contracts:** These contracts would be awarded to communities living close to the road maintenance works. The communities could be in a form of groups set up by village governments or community-based organisations (CBO) set up voluntarily by the villagers themselves. These contracts will not be awarded on competitive basis and pre-established maintenance rates will be used to pay the communities. The duration for the contracts will also be as long as one year.

Because all these options are different from existing practice, some orientation and training of Council staff and contractors will be required. This will be done in the early stages of introducing the approaches. However, the aim will be to seek options where the amount of training required is limited. This will keep the pilot project to a tight timetable and simplify any plans for future wider replication.

2.1 Small contracts for extended periods:

This method is similar to the one used now by the Councils to carry out maintenance using contractors but the difference will be on the duration, size and the scheduling of works. The contractor will be available to carry out maintenance on specific road(s) for a much longer time.

There are many registered contractors of classes 6 and 7 operating in Dodoma region. There is also an ongoing initiative to build the Region's capacity to having contractors capable of carrying out road maintenance by labour-based methods. Training of people from existing contractors as well as other entrepreneurs has been organised through the Appropriate Technology Training Institute (ATTI). These 'small' contractors will be used for this maintenance system.

The maintenance works to be undertaken on particular road(s) during a period of up to one year will be assessed and bills of quantities prepared for tendering purposes. It is expected that many of these contracts will be of value below TShs 100mio and therefore procurement of contractors will be through quotations. This will reduce the procurement period.

A number of contractors will be involved and the target will be to cover as much of the Council's network as possible using the available financial resources.

The bidding document to be used is the PPRA Standard Invitation for Quotations: Procurement of Minor Works, July 2007 with slight modifications to capture the scheduling of works for an extended period of contract. The modifications to the standard PPRA document are as follows:

- i) Title of the Project shall be ‘Spot Improvement and Routine Maintenance of following Roads in **Mpwapwa District** under Framework Contract:
 - 1.
 - 2. (*insert names of the roads and their lengths*)

- ii) In Appendix B - Instructions to Bidders, add the following new clauses (2) and (3)
 - 2. The works shall be executed following the issuing of periodic ‘work orders’ according to maintenance needs and priorities. This is to indicate the works to be carried out at specific locations over a period of time. Works shall be scheduled by the District Engineer using the ‘work order’ form M-1 with details of the type and location of the work and measurements of work done recorded in ‘measurement’ form M-2. (Appendix F).

 - 3. Works shall be scheduled to cover a period of three (3) months. However, in exceptional cases, works shall be scheduled for periods shorter than three (3) months.

- iii) Include Appendix F with forms M-1 and M-2 (**Annex C** to this report)

2.2 Area based framework contracts:

This system uses the conventional contracting approach of using a mix of equipment and labour but systemises the methodology by assigning a larger area to a contractor and gives a longer-term contract period. The area to be covered under one contract could be as much as half of the district and the duration of the contract could be up to one to two years. This approach offers the possibility of getting far more value for money compared to the present approach of contracting. The contractors to be engaged under this approach will be those registered with the Contractors Registration Board in classes 5 and above.

Under the ‘framework contracts’ the estimated quantities of works for the contract duration will be computed for bidding purposes but the execution of works will be done intermittently following instruction given by the supervising authority.

Bidding documents for this type of contract will clearly mention the possibility of variations of quantities up to 25% on any one activity during the contract period. However, the final contract amount should not exceed the overall contract budget.

The bidding document for these types of contract will be PPRA Standard Bidding Documents for Procurement of Smaller Works, National Competitive bidding, July 2007 with modifications/improvements to capture the scheduling of works for an extended period of contract. The modifications to the standard PPRA document are as follows:

- i) Title of the Project shall be 'Spot Improvement and Routine Maintenance of following roads in **Bahi District** under Framework Contract:
 - 1.
 - 2. (*insert names of the roads and their lengths*)

- ii) Clause 1.1 of the Instructions to Bidders shall read as follows:

The Procuring Entity (**PE**) indicated in the **Bid Data Sheet (BDS)** invites bids for the carrying out road maintenance works specified in the **BDS** and described in Section of Technical Specification. Bids are invited for an estimated quantity of Works, as specified in **BDS**, under a framework contract arrangement.

- iii) Clause 1.2 of the Instructions to Bidders -shall read as follows

The successful Bidder will be expected to undertake the works during the period specified in the **Bid Data Sheet**.

- iv) Add the following new Sub-clauses (1.3) and (1.4) in the Instructions to Bidders:
 - (1.3) The works shall be executed following the issuing of periodic 'work orders' according to maintenance needs and priorities. This is to indicate the works to be carried out at specific locations over a period of time. Works shall be scheduled by the District Engineer using the 'work order' form M-1 with details of the type and location of the work and measurements of work done recorded in 'measurement' form M-2. (Appendix F).
 - (1.4) Works shall be scheduled to cover a period of three (3) months. However, in exceptional cases, works shall be scheduled for periods shorter than three (3) months.

- v) Include Appendix F with Forms M-1 and M-2 (**Annex C** to this report)

2.3 Area based performance contracts (PMMR/OPRC):

The area based, performance based contracts have become popular and are now being used in many countries. They place the focus for maintenance works strongly on delivering a quality level-of-service for road users. They reduce the cost of works, and are successful in forcing the provision of adequate maintenance funding over the longer-term. This system is also being piloted on trunk and regional roads in Tanzania under TANROADS since 2008.

Under performance-based contracts, the quantities for essential works to be undertaken on the beginning of contract are quantified and the contractor will be paid for carrying out these works by using the conventional BOQ (ad-measurement) system but thereafter the payments for maintenance of the roads will be based on meeting performance levels to be set by the Councils. The performance levels could be on many aspects such as openness of drains and culverts, maximum height of vegetation, comfortable driving speeds, etc.

The bidding documents for these types of contracts have been prepared based on the World Bank's 'Sample Bidding Document for Procurement of Works and Services under Output and Performance based Contracts and Sample Specifications – October 2006. **Annex D** contains the full, proposed tender dossier for the PMMR contract with the revised General and Special Conditions of Contract, simplified specifications and Bill of Quantities.

The Council staff and the consultants will quantify the initial improvement works to be undertaken by the contractor. This will take into account the importance of ensuring all year accessibility of the network under the contract.

2.4 Community Contracts:

This system will involve communities living along the roads in road maintenance works. The communities are organised through the Village Councils or form CBOs to provide labour at a fee. There are laid down procedures for establishing and registering CBOs in the districts and these will be followed (**Annex E**)

The Tanzania Public Procurement Act accommodates community participation in procurement through G.N. No. 97 clause 75, which reads as follows:-

75.-(1) Where in the interest of project sustainability or to achieve certain specific social objectives of the project, it is desirable in selected project components to:

- a) call for the participation of local communities or farmer groups; or
- b) increase the utilization of local know – how and materials; or
- c) employ labour intensive and other appropriate technologies,

The procurement procedures, specifications and contract packaging shall be suitably adapted as to reflect such considerations.

- 2) The beneficiary community shall be responsible for the procurement activities under the project component.
- 3) The project authorities shall have the responsibility to provide the necessary training and simple standardised documents to the community to enable it to carry out the procurement function in a manner acceptable to the Authority
- 4) The Authority shall issue relevant guidelines for community participation in procurement proceedings.

The communities living along the roads could be involved in routine maintenance of the roads since the activity is all labour intensive and does not require any heavy machinery. Labour is abundant in the villages scattered along the roads in most parts of the country. This will provide an opportunity to the community to earn money throughout the year. There will be no necessity of transporting labour from long distances. A feeling of 'ownership' of the roads by the communities will also be inculcated in the minds of the rural communities.

During the implementation of all phases of Tanzania Social Action Fund (TASAF) programmes communities had been involved fully in infrastructure provision. The same approach can be applied for road maintenance works. The village government or a CBO will be allocated a section of road (length to range between 20 and 30km) to maintain. It will identify the people to work on the road section. There will be no tendering processes for this type of contracting and the Council will work out rates to be paid to the communities for carrying out routine maintenance. The Council will enter into a simple contract with the village government/CBO defining the works to be performed on the section of the road on a continuous basis. One person could be allocated a length between 2.5 and 3 km to look after which will earn him/her between TShs 1mill/= to 1.5mill/= per year (lengthperson approach). The end of month payments will be subject to inspection of the road by the authorities and being satisfied that the road has been maintained to acceptable levels. A sample of a contract to be concluded between the village government/CBO and the road authority is appended as **Annex F**.

Before starting the process of contracting communities, there will be a need for sensitisation of all parties (district authorities, village governments, communities) on the concept. The ‘lengthperson’ approach of carrying out routine maintenance is familiar to many villagers who had been previously working for the road authorities under ‘force account’ system. The other important activities will be to assist the villages in forming ‘village road committees’ which will be fully involved in dialogue with road authorities on identifying the road sections to be maintained, levels of payments to workers, etc.

2.1 Supervision of works

The supervision of works will be the responsibility of the District/Municipal Councils’ staff as they are experienced enough to undertake this and the available funds for maintenance are insufficient to include engagement of supervising consultants. CBOs will also play a role in the community contracts particularly in the mobilisation of communities.

2.2 Testing of the different systems in different districts

It is intended to apply the different approaches to different Councils. The table below shows the maintenance systems that will be tested in each of the district:

| District | Maintenance System(s) to be tested |
|---|---|
| Mpwapwa D.C | Small contracts for extended periods Community contracts |
| Bahi D.C | Area based framework contracts |
| Dodoma M.C(to cover the rural network only) | Area based performance contracts |

3 Bahi District

Bahi district covers an area of 5,948 sq km with an estimated population of 240,000 people (2009), 56 villages and 20 wards divided into 4 divisions. It has a dry savannah type climate that is characterised by a long period of dry season (between April and early December) and a short single wet season between December and early April. The average rainfall is 500-800mm annually. The district has a number of depressions associated with lower areas that are generally waterlogged during rainy season (locally known as 'mbuga'). There is one river system in the district, the Bubu River, which flows from north to south-west into Bahi swamp. The soils in the district are of low fertility, deficient in organic matters, moderate to poor permeability and of shallow depth typically overlying weathered basement rock. Salt content is generally high and in some areas saltpans form under the topsoil.

The road network under the jurisdiction of the Bahi District Council totals 537 km of which 253.9 km are district roads and 283.1 km are feeder roads. The table below shows the condition of the network as per ADRICS of 2010/11:

| Class of road | Total length (km) | Gravel (km) | | | Earth (km) | | |
|----------------|-------------------|-------------|------|-----|------------|------|------|
| | | Good | Fair | Bad | Good | Fair | Bad |
| District roads | 253.9 | 64 | | | 189.9 | | |
| | | Good | Fair | Bad | Good | Fair | Bad |
| | | 56 | 8 | 0 | 98.5 | 52 | 39.4 |
| Feeder roads | 283.1 | 73.1 | | | 210 | | |
| | | Good | Fair | Bad | Good | Fair | Bad |
| | | 53.1 | 14 | 6 | 133.9 | 38 | 38.1 |
| Total | 537.0 | | | | | | |

The budget for maintenance of roads for f/y 2010/11 from the Roads Fund is TShs. 684.68mio. Allocations from other sources mainly being the LGCG is expected to be around TShs 70million.

The workplan prepared by the District Engineer (DE) for year 2010/11 for utilisation of the Roads Fund budget has the following maintenance work activities:

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| Type of maintenance | Length of network (km) | Budget (TShs mio) | Remarks |
|---------------------|------------------------|-------------------|----------------------------------|
| Routine | 200 | 140 | Mix of district and feeder roads |
| Spot Improvement | 149 | 402.3 | Mix of district and feeder roads |
| Periodic | 5 | 40 | On feeder road |
| Bridges & culverts | 1 | 68.38 | On one road |
| Supervision | | 34 | For use by DE staff |
| Total | | 684.68 | |

The maintenance system to be applied in Bahi district is the 'Area based framework contracts' and it is intended to have three packages of works in the district with contract durations of nine months (November 2010 – July 2011). The three packages will be for the northern, central and southern parts of the district and the lengths of roads under each package will be between 150 and 200 km. The works in each package will include spot improvements, routine maintenance and culverts/bridge works when deemed necessary. The details of the road network packages are shown in the Table below. The locations of the roads to be maintained are shown on the map in **Annex G**.

Below are some photos taken on some of the roads in Bahi District. Most roads are generally passable in dry weather due to the flat terrain and free draining soils. The contracts will aim at keeping the roads accessible for most of the year without having to undertake heavy works.



Mayamaya – Mkondai Rd



Zainahelo – Asanje Rd

Road Network Packages for Area based framework contracts in Bahi District (2010-11)

| S/N | DIVISION | ROAD NAME | Package | rev km | Map nr | | |
|---------------------------|------------------------------|-------------------------------------|-----------|--|--------------|--------------|----|
| 1 | MUNDEMU | Lamaiti - Makanda | N | 15.4 | 1 | | |
| | | Kisima cha Ndege - Zanka | N | 7.1 | 2 | | |
| | | Babayu - Kongogo - Lukali | N | 34.1 | 3 | | |
| | | Zamahelo - Asanje | N | 8.4 | 4 | | |
| | | Msisi - Tinai | N | 9 | 5 | | |
| | | Lamaiti - Bankolo -Mkakatika - Bahi | N | 26.7 | 6 | | |
| | | Mzakwe - Lamaiti | N | 36.2 | 7 | | |
| | | Mayamaya - Mkondai | N | 16 | 8 | | |
| | | Asanje - Duluu | N | 4.5 | 9 | | |
| | | Mundemu - Nguji | N | 10.2 | 10 | | |
| | | Sub Total (package N) | | | | 167.6 | |
| 2 | CHIPANGA | Chigongwe - Chipanga | C | 36.4 | 13 | | |
| | | Chimendeli Solid Drift | C | | | | |
| | BAHI | Bahi Makulu - Chimendeli | C | 28 | 18 | | |
| | | Ibihwa - Bankolo | C | 20 | | | |
| | | Kigwe - Mpinga - Mzogole | C | 25 | 19 | | |
| | | Msembeta - Ilindi - Mindola | C | 18.1 | 20 | | |
| | | Sub Total (package C) | | | | 127.5 | |
| | | 3 | MWITIKIRA | Mpunguzi - Chibeleda - Mtitaa - Nkhome | S | 38.6 | 14 |
| Nkhome - Nholi - Mpalanga | S | | | 15 | 15 | | |
| Nchinila - Mtitaa | S | | | 13.2 | 16 | | |
| Mwitikira - Mphangwe | S | | | 28.6 | 17 | | |
| CHIPANGA | Zejele - Magaga -Chifutuka | | S | 24.5 | 11 | | |
| | Zejele - Nondwa | | S | 9.9 | 12 | | |
| | Sub Total (package S) | | | | 129.8 | | |
| | Grand Total | | | | 424.9 | | |

The programme for testing of the maintenance system in the district is as shown in the table below. The dates shown have been agreed with the District Engineer's Office. The DE assisted by the field engineer will produce progress reports on monthly and quarterly basis. These reports will be submitted to PMORALG for monitoring purposes.

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| Activity | Implementing period | | | | | | | | | | | | |
|--|---------------------|-----|------|-------|-----|-----|-----------|-----|-----|-----|-----|-----|-----|
| | Year 2010 | | | | | | Year 2011 | | | | | | |
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul |
| Carry out ADRICS and packaging of works | █ | █ | | | | | | | | | | | |
| Finalise strip maps & BoQs | | █ | | | | | | | | | | | |
| Preparation of tender documents | | █ | | | | | | | | | | | |
| Awareness to Council Management Team | | | 6/9 | | | | | | | | | | |
| Tender documents to Tender Board | | | 7/9 | | | | | | | | | | |
| Tender Notice advertisement | | | 21/9 | | | | | | | | | | |
| Tender period | | | █ | | | | | | | | | | |
| Pre bid meeting/Orientation course | | | | 11/10 | | | | | | | | | |
| Tender evaluation and award of contracts | | | | | █ | | | | | | | | |
| Mobilisation | | | | | █ | | | | | | | | |
| Contract implementation | | | | | | █ | █ | █ | █ | █ | █ | █ | █ |

4. Mpwapwa District

Mpwapwa district covers an area of 7,379 sq km with an estimated population of 304,000 people (2009), 84 villages and 18 wards divided into 3 divisions. It has a dry savannah type climate with average temperature of 27 degrees C. It has a single wet season from December to April with an average rainfall between 600-1,200mm annually. The mountainous areas in the southern part of the district receive more rains than other parts. Most of the district is semi-arid but there is ample fertile land that is used for agriculture and livestock keeping.

The road network under the jurisdiction of the Mpwapwa District Council totals 706 km of which 18 km are urban roads, 426.2 km are district roads and 261.8 km are feeder roads. The table below shows the condition of the network as per ADRICS of 2010/11:

| Class of road | Total length (km) | Gravel (km) | | | Earth (km) | | |
|----------------|-------------------|-------------|------|-----|------------|------|-------|
| | | Good | Fair | Bad | Good | Fair | Bad |
| Urban roads | 18 | 3 | | | 15 | | |
| | | Good | Fair | Bad | Good | Fair | Bad |
| | | 3 | 0 | 0 | 7 | 5 | 3 |
| District roads | 426.2 | 31 | | | 395.2 | | |
| | | Good | Fair | Bad | Good | Fair | Bad |
| | | 10 | 14 | 7 | 190.1 | 92.6 | 112.5 |
| Feeder roads | 261.8 | 0 | | | 261.8 | | |
| | | Good | Fair | Bad | Good | Fair | Bad |
| | | 0 | 0 | 0 | 96.7 | 50.8 | 114.3 |
| Total | 706 | | | | | | |

The budget for maintenance of roads for f/y 2010/11 from the Roads Fund is TShs. 950.83mio. Allocations from other sources mainly being the LGCG is expected to be around TShs 70million.

The work plan prepared by the District Engineer for year 2010/11 for utilisation of the Roads Fund budget has the following maintenance work activities:

| Type of maintenance | Length of network (km) | Budget (TShs mio) | Remarks |
|---------------------|------------------------|-------------------|--|
| Routine | 309.3 | 309.45 | Mix of district and feeder roads |
| Spot Improvement | 113.5 | 397.3 | Mix of district and feeder roads |
| Periodic | 7 | 105 | One district road and some urban roads |
| Bridges & culverts | 1 | 94 | On 7 roads |
| Supervision | | 45.25 | For use by DE staff |
| Total | | 951 | |

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The maintenance systems to be applied in Mpwapwa district are the ‘small contracts for extended periods’ on most of the important district roads and ‘Community contracts’ on the selected feeder roads. With the former approach, it is intended to have several medium to small contracts to be procured through quotations and competitive bidding involving the registered contractors of classes 6 and 7 as well as the specialist labour-based contractors. The ‘work scheduling’ approach is to be used and the contracts are to be for periods of between 6 and nine months.

With community contracts, the two models i.e. one of using villagers under village governments and the second of using CBOs will be tested on the four selected roads serving productive areas with difficult access where many farmers and livestock keepers are living.

The works in each system will include spot improvements, routine maintenance and culverts/bridge works when deemed necessary.

Below are some photos taken on some of the district roads in Mpwapwa District that will be included in the small contracts. The maintenance contracts will aim to keep these roads accessible for the most of the year without having to undertake heavy works.



Gulwe – Seluka Rd



Ibelege – Msagali Rd

Below are some photos taken on some of the feeder roads in Mpwapwa District that will be included in the community contracts. It can be seen that these are quite difficult roads in mountainous areas. This explains the high priority given to road access by the local communities in these areas. The aim will be to provide basic access throughout the year.

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Lufu Road



Kiboriani Road

For FY 2010-11 the overall plan and budget were approved before the AFCAP study team started in the district. For this reason, the implementation plan for testing the new maintenance systems has been designed within the already approved budget and list of roads. The packaging of the works is shown in the table below. The locations of the roads are shown on the map in **Annex G**.

| RoadName | L km | Tsh mill | Package |
|--------------------------|--------------|---------------|----------------|
| MAKOSE JUNCTION-IPERA Rd | 36.2 | 101 | 1 |
| IPERA-MALOLO Rd | 16.1 | 29 | 1 |
| CHOGOLA JUN-WINZA Rd | 18 | 42 | 1 |
| MALOLO-IDODOMA Rd | 24.7 | 59 | 1 |
| | 95 | 231 | 1 Total |
| PWAGA-CHAMTUMILE Rd | 22.4 | 59 | 2 |
| KIBAKWE-WOTTA Rd | 24 | 39 | 2 |
| IKUYU-KIDENGE Rd | 12.3 | 17 | 2 |
| IHENGE-PWAGA Rd | 19.7 | 27 | 2 |
| | 78.4 | 142 | 2 Total |
| MWANAKIANGA-IYOMA Rd | 11.5 | 19 | 3 |
| IYOMA-KISOKWE Rd | 3.7 | 9 | 3 |
| MBORI-NANA Rd | 23.5 | 30 | 3 |
| MWENZELE-MBORI Rd | 6.5 | 12 | 3 |
| MAKUTUPA-INZOMVU Rd | 8.2 | 16 | 3 |
| MAZAE-ILOLO Rd | 3 | 3 | 3 |
| MAKUTA-BUMIRA | 12 | 0 | 3 |
| MPWAPWA TOWN ROADS | 18 | 76 | 3 |
| | 86.4 | 164 | 3 Total |
| GULWE-SELUKA Rd (part) | 44 | 112 | 4 |
| BEREGE-MSAGALI Rd | 13.2 | 13 | 4 |
| MIMA-MKANANA Rd | 26 | 26 | 4 |
| CHISEYU-BEREGE Rd | 6.5 | 11 | 4 |
| | 89.7 | 162 | 4 Total |
| GULWE-SELUKA Rd (part) | 20 | 51 | 5 |
| FUFU-IGOJI I Rd | 16.7 | 38 | 5 |
| NYABU-CHINYIKA Rd | 15.5 | 19 | 5 |
| IGOJI -1-MABEHO Rd | 31.5 | 28 | 5 |
| | 83.7 | 136 | 5 Total |
| PWAGA-KITATI Rd | 10.4 | 23 | C |
| MPWAPWA-KIBORIANI Rd | 15.5 | 0 | C |
| LUMUMA-MBUGA Rd | 30 | 48 | C |
| CHAN'GOMBE-LUFU Rd | 25.5 | 0 | C |
| | 81.4 | 71 | C Total |
| TOTAL | 514.6 | 905.55 | |

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The agreed 2010-11 implementation programme for testing of the maintenance system in the district is as shown in the table below:

| Activity | Implementing period | | | | | | | | | | | | | |
|--|---------------------|-----|------|------|-----|-----|-----------|-----|-----|-----|-----|-----|-----|--|
| | Year 2010 | | | | | | Year 2011 | | | | | | | |
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | |
| Carry out ADRICS and packaging of works | █ | | | | | | | | | | | | | |
| Preparation of tender documents | | █ | | | | | | | | | | | | |
| Awareness to Council Management Team | | | 6/9 | | | | | | | | | | | |
| Tender documents to Tender Board | | | 7/9 | | | | | | | | | | | |
| Tender Notice advertisement | | | 17/9 | | | | | | | | | | | |
| Tender period | | | █ | | | | | | | | | | | |
| Orientation course | | | | 6/10 | | | | | | | | | | |
| Tender evaluation and award of contracts | | | | | █ | | | | | | | | | |
| Mobilisation | | | | | █ | | | | | | | | | |
| Contract implementation | | | | | | █ | | | | | | | | |

Progress reports will be produced on monthly and quarterly basis by the DE assisted by the field engineer. These reports will be submitted to PMORALG for monitoring purposes.

The programme for FY 2011-12 will be planned to continue the testing of AFCAP maintenance systems.

5. Dodoma Municipality

Dodoma Municipality covers an area of 2,769sq km with an estimated population of 485,000 people (2009), 40 villages and 30 wards divided into 4 divisions. It has a dry savannah type climate that is characterised by a long period of dry season (April to late November) and a short single wet season between December and early April. The average rainfall is 550-600mm annually. Due to low rainfall, the municipality has scanty vegetation such as herbs, grasses as well as conspicuous baobab and acacias trees. Most of the land outside the city is used for subsistence agriculture, grazing and forest reserves.

The road network under the jurisdiction of the Dodoma Municipal Council totals 524.1 km of which 127.9 km are urban roads, 139.5km are district roads and 256.7 km are feeder roads. The table below shows the condition of the network as per ADRICS of 2010/11:

| Class of road | Total length (km) | Paved (km) | | | Gravel (km) | | | Earth (km) | | |
|----------------|-------------------|------------|------|-----|-------------|-------|-----|------------|------|------|
| | | Good | Fair | Bad | Good | Fair | Bad | Good | Fair | Bad |
| Urban roads | 127.9 | 19.1 | | | 24 | | | 80.6 | | |
| | | Good | Fair | Bad | Good | Fair | Bad | Good | Fair | Bad |
| | | 5 | 4.2 | 9.9 | 0 | 24 | 0 | 4 | 7.5 | 69.1 |
| District roads | 139.5 | 0.5 | | | 61 | | | 78.5 | | |
| | | Good | Fair | Bad | Good | Fair | Bad | Good | Fair | Bad |
| | | 0 | 0 | 0.5 | 0 | 61 | 0 | 61.3 | 0 | 17.2 |
| Feeder roads | 256.7 | 0 | | | 124.6 | | | 139.5 | | |
| | | Good | Fair | Bad | Good | Fair | Bad | Good | Fair | Bad |
| | | 0 | 0 | 0 | 0 | 119.6 | 5 | 26.5 | 17.5 | 95.5 |
| Total | 524.1 | | | | | | | | | |

The budget for maintenance of roads for FY 2010/11 from the Roads Fund is TShs. 1,176mio. Allocations from other sources mainly being the Local Government Capital Grant is expected to be TShs 714.6mio.

The workplan prepared by the District Engineer for year 2010/11 for utilisation of the Roads Fund budget has the following maintenance work activities:

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| Type of maintenance | Length of network (km) | Budget (TShs mio) | Remarks |
|---------------------|------------------------|-------------------|---|
| Routine | 235 | 235 | Mix of district, feeder and urban roads |
| Spot Improvement | 157 | 471 | Mix of district, feeder and urban roads |
| Periodic | 40 | 320 | Mix of district and feeder roads |
| Bridges & culverts | | 100 | On many roads |
| Supervision | | 50 | For use by DE staff |
| Total | | 1,176 | |

The maintenance system to be applied in Dodoma Municipality is the 'Area based performance contracts'. The network to be covered will comprise a network of roads outside urban area (district and feeder roads with notable traffic). One contract will be awarded for a period of nine months (December 2010 – August 2011). The length of the road network under the contract will be 138.8 km. The works will include initial minor spot improvements, routine maintenance and culverts/bridge works to bring the roads to a maintainable condition. The network to be included in the trial contract has been discussed and agreed with the Municipal Engineer's Office. The list of roads is shown in the Table below. The location of the roads is shown on the map in **Annex G**.

| Internal Rd ID | R District Class | Road Name | Road Length (km) | Condition Aug2010 (visual) |
|----------------|------------------|----------------------------|------------------|----------------------------|
| 15004 | 3 | Msalato-Chahwa Rd | 28.2 | bad & fair |
| 15005 | 3 | Ipala-Mtumba Rd | 16.5 | Good |
| 15010 | 3 | Nzasa-Hombolo Makulu Rd | 13.8 | track v bad |
| 15019 | 3 | Kikombo-Ntyuka Rd | 25.4 | good & bad |
| 15012 | 4 | Mtumba-Mahoma Makulu Rd | 8.0 | bad |
| 15013 | 4 | Hombolo Makulu - Maseya Rd | 3.1 | good |
| 15014 | 4 | Hombolo Bwawani- Msisi Rd | 7.0 | bad |
| 15015 | 4 | Hombolo Bwawani- Mkoyo Rd | 8.2 | good |
| 15018 | 4 | Ihumwa-Mapinduzi Rd | 13.1 | 2.7 good then bad |
| | | Hombolo Bwawani - Zipisa | 6.0 | fair |
| | | Hombolo Bwawani - LGTI | 1.5 | good |
| | | Kikombo Access | 8.0 | fair |
| | | TOTAL LENGTH | 138.8 | |

Some photographs of the rural roads in Dodoma M.C. area are given below. Traffic levels appear to be slightly higher than for other districts, presumably because of the proximity of Dodoma City. However, the condition of the rural roads is very variable and overall no better than the other districts. Some roads had to be omitted from the trial contract because they needed substantial works to bring them into a passable condition.

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Msisi Road (15014)



Kikombo – Ntyuka (15019)

The programme for testing of the maintenance system in the district is as shown in the table below:

| Activity | Implementing period | | | | | | | | | | | | | |
|---|---------------------|-----|------|-------|-----|-----|-----------|-----|-----|-----|-----|-----|-----|--|
| | Year 2010 | | | | | | Year 2011 | | | | | | | |
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | |
| Carry out ADRICS and packaging of works | ■ | | | | | | | | | | | | | |
| Finalise strip maps & BoQs | | ■ | | | | | | | | | | | | |
| Preparation of tender docs | | ■ | | | | | | | | | | | | |
| Awareness to Council Mgt Team | | | 8/9 | | | | | | | | | | | |
| Tender Docs to Tender Board | | | 14/9 | | | | | | | | | | | |
| Tender Notice advertisement | | | 30/9 | | | | | | | | | | | |
| Tender period | | | | ■ | | | | | | | | | | |
| Pre bid meeting/Orientation course | | | | 15/10 | | | | | | | | | | |
| Tender eval and award of contracts | | | | | ■ | | | | | | | | | |
| Mobilisation | | | | | | ■ | | | | | | | | |
| Contract implementation | | | | | | ■ | | | | | | | | |

Progress reports will be produced on monthly and quarterly basis by the ME assisted by the field engineer. These reports will be submitted to PMORALG for monitoring purposes.

6. Overall Programme

The programme for the preparation and implementation of the 2010-2011 Financial Year’s Programme is given for each district in the preceding sections. This section gives the programme for the preparation and implementation of the rest of the project. This is split into the programme for the preparation of the second year’s maintenance activities and the overall work programme.

6.1 Preparation of Second Year’s Contracts

The preparation of the second year’s activities will commence with a reassessment of the maintenance requirements based on a road condition survey using the ADRICS guidelines in May-June 2011, once the rains have ended. This will coincide with the timing of the “Alterations to Workplans” that is already included in the PMORALG “Guidelines and Planning Procedures on the Use and Supervision of Road Funds for Local Government Authorities”. Account will be taken of the activities that will be carried out within the remainder of any ongoing first-year contracts.

Tender documents will be prepared in June-July 2011. Tenders will then be advertised with a deadline submission around mid-August 2011. Allowing for tender evaluation, award of contract and mobilisation, the second-year works should start in October 2011.

The bar chart below indicates the AFCAP second-year contract preparation activities together with the standard budget preparation timetable based on the PMORALG Guidelines.

| | | January | February | March | April | May | June | July | August | Sept | October |
|---------------------------------|--------------------------------------|---------|----------|-------|-------|-----|------|------|--------|------|---------|
| PMORALG Guidelines on Road Fund | Preparation of ADRICS and Draft AWP | ■ | | | | | | | | | |
| | Approval within Councils | | ■ | | | | | | | | |
| | Endorsed by RS | | ■ | | | | | | | | |
| | Latest Submission | | ■ | | | | | | | | |
| | Analysis of Workplan by PMORALG | | | ■ | ■ | ■ | | | | | |
| | Agreement by | | | | | ■ | | | | | |
| | Reading of Budget | | | | | | ■ | | | | |
| | Alterations to Work plans (rev AWP) | | | | | | ■ | ■ | | | |
| | Latest Submission of rev AWP | | | | | | ■ | ■ | | | |
| | Agreement to Alterations | | | | | | ■ | ■ | ■ | | |
| Performance Agreement by | | | | | | ■ | ■ | ■ | | | |
| AFCAP 2nd year contracts | Update ADRICS | | | | | ■ | ■ | | | | |
| | Prepare tender documents & advertise | | | | | | ■ | ■ | | | |
| | Tender period | | | | | | | ■ | ■ | | |
| | Evaluation & award | | | | | | | | ■ | ■ | |
| | Mobilisation | | | | | | | | | ■ | ■ |
| | Commence contracts | | | | | | | | | | ■ |

6.2 Revised Overall Programme

The detailed work programmes above have been used to produce a revised overall project workplan – see next page.

6.3 Reporting

Quarterly progress reports will be produced commencing with the first quarterly report at the end of November 2010. A final report will be produced at the end of the project in mid 2012. The timing of the reports are shown at the bottom of the overall work programme on the previous page.

ANNEXES

Annex A: Terms of Reference

Improved Maintenance Systems for District Roads in Tanzania

1. Background

Tanzania aspires to become a medium developed country by 2025. The Tanzania Development Vision 2025 accords high priority to infrastructure development because of its importance to social and economic development. The Vision puts great emphasis on the development of rural roads as essential for promoting rural development. The Government considers that no sustainable and meaningful socio-economic development can take place in rural areas while the condition of the roads is poor.

The Prime Minister's Office-Regional Administration & Local Government (PMO-RALG) has therefore developed the Local Government Transport Programme (LGTP). The LGTP forms the framework for all transport projects within the local government system. The LGTP constitutes a comprehensive sector-wide approach and is part of the overall transport investment framework, which addresses rural and urban transport infrastructure and services. The first phase of the LGTP is set to run from July 2007 to June 2012, having a budget of USD 430 million over 5 years.

The local government authorities (LGAs), with support from the PMO-RALG, are responsible for managing the classified local road network of 56,600 km. The classified local road network consists of about 29,500 km of district roads, 21,200 of feeder roads, and 5,900 km of urban roads. About 46,400 km are earth roads, 9,400 km gravel roads, and 800 km paved roads. It is estimated by PMO-RALG that less than 10% of the local road network has been built to minimum engineering standards with camber, side drains and cross drainage. Nevertheless, about 55% of the local road network is believed to be in good or fair condition, since unformed earth tracks provide an adequate level of access for the very low traffic volumes in many areas.

Due to previous uncertainty regarding the extent and condition of the local road network a nationwide Local Government Road Inventory and Condition Survey (LG-RICS) was undertaken during 2005-2006 with support from the World Bank. The purpose was to establish a baseline inventory and condition of the road networks under the responsibility of the Local Government Authorities (LGAs). Maps of the LGA road networks were established using GIS. The network condition has now been updated by the LGAs to form the basis for their annual work plans using the Annual District Roads Inventory and Condition Survey (ADRICS). The implementation of ADRICS results in the accumulation of a significant amount of data. The management of this data and subsequent selection and prioritisation of district road works is carried out using a computer-based District Road Management System (DROMAS).

The goal of the LGTP is to support national policies and strategies on rural development and poverty alleviation through capacity building and improvement of rural transport infrastructure. The programme is supporting capacity development at all levels within local and national governments and in the private sector. Support to Local Government Authorities (LGAs) will enhance their capacity for planning, design, tendering, contracting, monitoring, and evaluating road development and

maintenance programmes. Private sector involvement in implementing roadwork contracts will increase, and the capacity of the PMO-RALG will be enhanced in order to support the LGAs in managing the network.

It is PMO-RALG's general responsibility to provide national level coordination for programmes implemented at the local government level, including local roads. PMO-RALG gives guidance and support to the Councils, acting as a compiler, distiller and disseminator of project based experience as well as bringing in expertise and experience. However, PMO-RALG does not have executive powers over local government authorities to implement infrastructure projects.

A Transport Infrastructure Unit (TIU) in the PMO-RALG Department for Sector Coordination is the focal point for the coordination and monitoring of roadworks by the LGAs. This unit distributes and monitors the use of funds for road works in the LGAs, and conducts the national coordination of the Village Travel and Transport Programme and the Local Government Transport Programme (LGTP). The Transport Infrastructure Unit is housed at central level in Dodoma.

Allocations to local authorities for road maintenance have increased considerably in recent years. Total allocations for the financial year 2008-2009 includes Tsh 65 billion (including 10% for development works) from the Roads Fund and Tsh 25 billion from the government and development partners for spot improvements through the LGTP. These funds are shared between 132 LGAs. The increase in allocations for road maintenance has been accompanied by increased capacity in the districts to organise maintenance. For example, remuneration for Council Engineers has improved, leading to an overall improvement in performance. The Council Engineer is not only responsible for roads, but also other areas such as council buildings and mechanical equipment. The Council Engineer is the head of his unit and member of the Council Management Team. It is noted, however, that the Council Engineer's subordinates are yet to enjoy salary increases, and the Regional Supervising Engineers under PMO-RALG, who monitor the Councils, now receive lower remuneration than the Council Engineers.

Capacity building activities for the districts are being carried out by PMO-RALG and funded from the above mentioned allocations, but there is still significant scope for improving the efficiency of district road maintenance. At present a significant proportion of the maintenance funds are used for spot improvements and minor rehabilitation works simply to maintain basic access. Road maintenance, as per definition, is not a significant feature of most district annual road maintenance programmes. This is partly because only about 14% of district roads are believed to be in good (maintainable) condition.

The recent increase in maintenance funds will result in an increase in the level of investment in local roads through road upgrading and spot improvements works. The focus of the districts' annual work plans will therefore need to shift in the next few years to the preservation of these investments through routine maintenance.

The Africa Community Access Programme² (AFCAP) has been requested by PMO-RALG to assist with the implementation of a research project to develop more efficient and effective maintenance systems for district roads in Tanzania. AFCAP is a research programme funded by the UK government, which is promoting safe and sustainable rural access in Africa. AFCAP supports knowledge sharing between participating countries in order to enhance the uptake of low cost, proven solutions for rural access that maximise the use of local resources.

The research project will increase understanding of constraints at the district level to organising effective road maintenance. The project will inform PMO-RALG and the districts on appropriate methods of organising and implementing maintenance of district roads. The project will build on existing initiatives to improve district road maintenance, including systems already under development in PMO-RALG (ADRICS/DROMAS), those used by TANROADS, and approaches developed by organisations such as ILO that have provided support to the sector in recent years.

(It is noted that the roll out of ADRICS/DROMAS has recently been completed to all 132 Councils through training of the technical staff. This initiative utilised significant effort and resources since 2002/2003, when DROMAS was launched through the joint efforts of the Government and Development Partners. It is desirable to improve on what has been established with ADRICS/DROMAS, unless there are convincing reasons for considering alternative planning systems).

Different methods of organising road maintenance will be established under the research project in pilot districts in order to test the efficiency and effectiveness of a variety of approaches over a two year period. Conclusions will be drawn through monitoring of the implementation of the maintenance systems, monitoring road condition in the pilot districts over the project period, as well as the impact of changing road conditions on social and economic activity. Whilst the focus of the project is on the maintenance of rural roads, recommendations should also be provided for the maintenance of roads in rural growth centres.

The findings of the research activities will be disseminated through a series of training workshops and the publication of a consolidated district road maintenance manual. The project will contribute to more efficient use of existing maintenance allocations on a national basis, with significant social and economic benefits accruing to local communities as a result of improved and more reliable road access.

2. Objectives

The overall objective of the assignment is to understand the nature of existing maintenance systems and to develop more efficient and effective maintenance operations on district roads in Tanzania.

² AFCAP is funded by the UK Department for International Development (DFID). The management of AFCAP has been contracted by DFID to Crown Agents. See www.afcap.org

3. Scope of the Services

The consultant will:

Baseline position

1. **Literature Review.** Undertake a review of both published and unpublished literature to establish the existing level of knowledge about rural road maintenance and management systems within Tanzanian and the East Africa region, including the role of road sector institutions within decentralised government structures.
2. **Selection of Districts.** Assist PMO-RALG to select three districts for establishing pilot maintenance systems for district roads. Visit a short-list of districts compiled by PMO-RALG following consultations with the LGAs. The selection of districts should take into account logistical considerations for routine visits by PMO-RALG and consultant staff, as well as the varying capacity of district councils to organise maintenance works. Other factors such as variations in the size and geography of districts, the extent of the district road network, local political structures, the demand on district resources from other sectors, and performance based on the recent findings of the Technical Audit, should also be considered. Priority should be given to Councils that have been producing Annual Work Programmes and Budgets using ADRICS/DROMAS.
3. **Evaluate Existing Approaches.** Assess the efficiency and effectiveness of the existing approach to road maintenance employed by each of the participating districts. Identify any particular constraints to maintaining roads in the districts such as difficult materials conditions and difficult terrain, poor condition of the existing network, lack of contracting capacity in the district, inadequate mapping and road condition data etc. Understand the nature of organisational behaviour in road sector institutions within each of the selected districts including: educational levels, skills and experience of staff, relationships with political decision-making structures (both formal and informal), interaction with professionals within other sectors, and interaction with community groups.
4. **Identify Options.** Identify alternative maintenance systems that could be appropriate to conditions in the pilot districts and would address shortcomings observed in the existing systems. These could include lengthmen systems, gang-based systems, use of tractor-based technologies, etc. Provide advice on appropriate procurement procedures, including forms of contract, taking into account recent World Bank initiatives to promote performance based specifications, the successful use of area based approaches and method specifications in Zimbabwe and Mozambique, framework contracts, and traditional approaches using re-measured quantities and unit rates, etc. Identify ways that elected council members can participate constructively in the preparation of annual maintenance plans and oversight of the works. Identify ways that small local contractors could participate in road maintenance works, and how road works financed by TASAF³ and other NGOs could be integrated into the annual maintenance plans.
5. **Develop Monitoring Framework.** Prepare a monitoring framework for the pilot districts including all baseline data to be collected in the design phase, and additional measurements, performance indicators, costs and other data to be collected over a two year period. The monitoring framework should take into account indicators included in the Performance

³ Tanzania Social Action Fund.

Agreement between the Road Fund Board (RFB) and PMO-RALG for FY 2008/09, as well as the recommendations of the RFB's Technical Audit Manual, which was prepared with assistance from JICA, and the role of RS Engineers in monitoring the Councils. In addition a more in-depth monitoring process should be established that assesses, from a qualitative and quantitative perspective, the impact of the intervention on the district institutions (relationships between district level professionals and community and political institutions, interaction between other professionals in the district and the capacity, skills and experience of the district staff). Develop survey instruments and other specific monitoring methods that may be needed. Assist the districts in the routine collection of the data.

Design and implement interventions

6. **Design Workshop.** Discuss the maintenance systems options at a stakeholders design workshop organised in conjunction with PMO-RALG. The workshop will be attended by elected officials and senior officials from the participating districts, as well as the district engineers.
7. **Prepare Maintenance Plans.** Assist the participating districts to prepare a two year programme of prioritised maintenance and spot improvement works. Funding for the maintenance will be provided by the Road Fund and the LGTP under their normal allocation procedures. A small additional allocation will be made to the districts from the LGTP as an incentive to participate and to cover any additional costs of participating in the research project.
8. **Select Contractors.** Assist the districts to prepare tender dossiers for two-year maintenance contracts that employ the agreed approaches. Assist the districts to select appropriate forms of contract, and to prepare specifications and bills of quantities. Assist the districts to evaluate the tenders and to select contractors for the maintenance works.
9. **Training of Council Staff and Contractors.** Provide training and support to the council engineers responsible for supervising the maintenance works. Include other council staff in the training programme including the Director, Accountants, Supplies Officers, Legal officers and Economists/Planners, who are involved in the management of the road network. Provide guidance to the contractors undertaking the works including: pre-tender meetings to provide information and guidance to interested or short-listed bidders (small local contractors); short technical training courses before the commencement of the works on the detailed requirements and expectations of the contract; on-site advice and mentoring.

Monitor and evaluate intervention

10. **Data Collection and Analysis.** Collect data on the impact of the interventions. Train district staff on data collection techniques. Analyse the data and draw conclusions on which maintenance systems are likely to be most efficient, effective and sustainable when rolled out on a national basis in Tanzania. Provide recommendations on the influence of institutional factors in the performance of maintenance systems. Provide recommendations to PMO-RALG and the Road Fund on the optimal level of funding required by districts for annual maintenance and spot improvement works.
11. **Site Visits.** Participate in site visits to the pilot districts with officials from PMO-RALG, Ministry of Infrastructure Development, the Road Fund, as well as other stakeholders from the government, private sector and donor community.
12. **Maintenance Manual.** Prepare a maintenance manual for district roads in Tanzania. The manual should be based on existing PMO-RALG manuals, as well as the TANROADS maintenance

manual and manuals prepared by ILO for the contractor development programme in Mwanza Region. The manual should cover all aspects of the planning and execution of maintenance and spot improvements on district roads.

13. **Dissemination Workshops.** Conduct four zonal workshops in order to disseminate the findings and outputs of the research programme.

4. Transfer of Knowledge/Training

Capacity building and transfer of knowledge are key components of this assignment. The consultant is required to work in close collaboration with local partners including PMO-RALG, the Roads Fund Board, ATTI⁴, LGAs, and local contractors. The assignment is also a component of a set of inter-related projects across Africa as part of the AFCAP programme. The consultant will be required to share and exchange knowledge and experiences between other projects within the AFCAP programme.

5. Minimum Experience requirements

It is envisaged that the assignment will be carried out by a team of a minimum of three individuals. The team should include a project manager/road maintenance expert, a social development specialist, and an experienced field engineer. The consultant may propose other experts to provide specialised short term inputs.

The team must possess the following skills and experience:

- i. The design and implementation of research programmes for low volume rural roads in Africa
- ii. Engineering research skills including data collection, analysis and documentation
- iii. Social research skills (both quantitative and qualitative) on understanding institutional and organisational behaviour in sub-Saharan Africa, particularly at a decentralised local authority level
- iv. Knowledge, experience and understanding of alternative systems for maintaining low traffic district roads in Africa
- v. The use of labour-based technologies and tractor based technologies for district road maintenance
- vi. Procurement, preparation of maintenance programmes and budgets, and supervision of maintenance works
- vii. Decentralisation and institutional arrangements for district management
- viii. Good communication skills, training, and preparation of manuals
- ix. Experience of working at district road level in Tanzania is not essential, but would be of significant advantage.
- x. Swahili capability would be an advantage for the Social Development/Institutional Behaviour Specialist and Field Engineer/Trainer.

⁴ The Appropriate Technology Training Institute (ATTI) is a Government Institution under the Ministry of Infrastructure Development with the objective of developing courses and carrying out training on the use of appropriate technology methods in road construction, rehabilitation and maintenance through Labour Based Technology.

6. Consultant Inputs and Responsibilities

The following are estimated time inputs by the consultant team:

- Project Manager/Road Maintenance Expert: 6 months
- Social Development/Institutional behaviour specialist (and other short-term specialists): 6 months
- Field Engineer/Trainer: 18 months.

It is envisaged that the Project Manager will take overall responsibility for client liaison, planning and programming, evaluation of existing maintenance systems, design of the monitoring framework, quality control and reporting. The Project Manager's inputs will be on a part time basis, with up to six visits to Tanzania over the project period.

The Social Development Expert will also provide part time inputs, with up to four visits over the project period. The Social Development specialist will provide training to district staff in the collection of data for the social/institutional monitoring work.

The Field Engineer will work closely with district engineering staff for the collection of data, training of contractors and supervision of the works. The Field Engineer will also assist in the preparation of annual programmes and budgets and in the procurement of maintenance contracts. It is expected that the Field Engineer will work full time on the project for the first year and visit each participating district three times during the second year.

All team members will participate in the dissemination activities.

7. Assignment Period

The total duration of the assignment is expected to be 30 months. The following key dates are expected to be achieved:

- Selection of participating districts, analysis of options for maintenance systems and preparation of tender dossiers: within 3 months of the start date.
- Submission of the draft Maintenance Manual: within 28 months of the start date.
- Submission of the draft Final Report: within 28 months of the start date.

8. Facilities, services and resources to be provided by the Consultant and Host Agency

The consultant is responsible for providing all transport and accommodation required by their staff in Tanzania. The consultant is also responsible for providing office equipment including computers, printers, copiers, etc., as well as office consumables and communications.

PMO-RALG will:

- Assist where possible with any approvals needed for the consultant or their staff to operate in Tanzania.
- Liaise with the LGAs for all aspects of the implementation of the project, and will ensure that funding is in place for the maintenance activities.
- Provide limited office space for the consultant's team at their premises in Dodoma.
- Assist the consultant to organise site visits and the workshops as part of the design and dissemination phase.

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- Provide transport to the field for their own staff, where this cannot be shared with the consultant.
- Provide accommodation and subsistence for their staff while in the field.

The districts will provide:

- Staff for the design and supervision of maintenance and for data collection during the monitoring phase.
- Transport to the field for their own staff, where this cannot be shared with the consultant.
- Subsistence for their staff while in the field.

9. Reporting

The consultant will submit the following reports:

- i. An Inception Report, including the final selection of participating districts, assessment of existing maintenance systems, and recommendations for new systems to be introduced under the project. The report should also include a report on the design workshop, the draft monitoring framework for the pilot districts, and the work plan for the remainder of the assignment. To be submitted within two months of the start date.
- ii. An Institutional Analysis report, including a review of knowledge on local authority institutional behaviour in the East Africa region and a baseline understanding of the behaviour of institutions within the districts selected; their interaction with political structures and other professional institutions within the area. To be submitted within three months of the start date.
- iii. A Design Report, including prioritised 2-year maintenance plans for the participating districts and tender dossiers to be used for the procurement of the maintenance contractors. To be submitted within three months of the start date.
- iv. Brief quarterly reports summarising project activities and achievements, difficulties experienced, and an updated work plan for the remainder of the project. The first quarterly report should be submitted three months after submission of the draft Design Report.
- v. At the end of the second year of maintenance, a draft Final Report detailing the completed maintenance and spot improvements works, observations during the project period, analysis of data collected and recommendations for future research and other follow-up activities.
- vi. A draft Maintenance Manual for District Roads, to be submitted with the draft Final Report.
- vii. Final versions of the Final Report and Maintenance Manual to be submitted within 30 months of the start date.

All reports and manuals should be submitted in English. Hard copies of all documents should be provided to PMO-RALG (3 copies), the participating districts (2 copies) and the Road Fund Board (1 copy). AFCAP management requires only electronic copies of reports.

10. Assignment management and administration

The Research Consultant will liaise with the Coordinator of the Transport Infrastructure Unit within PMO-RALG for all technical, logistical and programming aspects of the assignment.

The consultant will report to the Technical Manager of the Africa Community Access Programme (AFCAP) for all technical aspects of the implementation of the project and submission of deliverables. For all contractual and administrative matters the Consultant will report to the AFCAP Procurement Manager.

Annex B: Design Workshop Report (held at PMORALG Offices on 30th June 2010)

1. Introduction & Purpose

On 30th June 2010, PMORALG hosted a one-day Design Workshop for the AFCAP “Improved Maintenance Systems for District Roads” Study in their offices in Dodoma. The workshop was organised and facilitated by I.T.Transport, who are the Consultants engaged to carry out the Study. The purpose of the workshop was to:

- Explain the purpose of the project and the problems it will address;
- Agree on the maintenance systems to be tested as an input to the Design Report;
- Agree of the next steps.

After initial introductions, the Acting Director for Sector Coordination, Ms Kimei, opened the workshop. She stressed the importance of road maintenance because this was currently a major area of criticism of LGA activities. She particularly thanked the MOID for their cooperation on this issue.

The participants were drawn from stakeholders based in Dar es Salaam, Dodoma and the three pilot districts. Annex 1 provides a programme of the workshop and Annex 2 a list of the participants.

2. Methodology

The workshop comprised a series of presentations by the Consultants followed by initial clarifications and comments in a plenary session. At the end of the presentations, the Consultants posed a series of points for discussion. These were:

On the proposed maintenance systems to be tested:

- Discuss/assess the systems presented and give the group’s views on their applicability and acceptability.
- Are there any other systems that could be tested?

On the proposed logical framework:

- Please discuss the **outputs**.
- Are they sufficient to produce the study purpose?
- Could they be described better?
- Please also consider the **indicators**. These will be used for monitoring.

The participants split into three groups for more detailed discussions. The group work formed the largest element of the workshop. Towards the end of the workshop, each group presented their findings in a plenary session. The facilitators summed up the group findings into a series of conclusions. Finally, a short-term action plan was drawn up.

3. Findings

In the initial plenary discussions, Mr Haule of the Road Fund Board said that the absorption capacity of the LGAs continued to be a major concern for them. Most LGAs ended the year with a significant balance in their Road Fund accounts. He wondered whether the problem was due to the District Engineer being involved in too many other works (health and education infrastructure). If this was a problem of capacity, is a dedicated road engineer required in every district? One response to this was that the method of road maintenance could affect the capacity required.

On the problems of road maintenance at the district level, participants raised some of the issues faced by District Engineers. These included a lack of job security and need to satisfy local politicians. This leads to a lack of confidence in the place of work and a lack of creativity. It was felt that the issue of political interference needed discussing at length as part of the Study. The participants also asked for more details of the lessons learned on local roadworks from the TASAF programme.

In the plenary, a number of clarifications were made on the proposed methods of maintenance for testing. In particular, it was clarified that the performance-based contracts would include some initial measured work for spot improvements. A major issue identified was that of setting performance standards. Several participants stated that, for districts roads, it was accessibility and passability that was important. The possibility of hybrid systems was raised. For example, one system could be used for off road maintenance activities and another for on road activities. Ms Kayanda expressed an opinion that the existing system with improvements should also be examined. Although there was general support for term contracts, participants felt that contractors might become frustrated in periods when little or no work was required.

Despite some difference in emphasis, there was a broad consensus between the groups on the proposed maintenance systems to be tested. These are discussed for each system below. Annex 3 provides a summary of the findings of the three groups.

Option 1: Area-based Long-term framework contracts

Groups 1 and 3 felt that this was a viable option with potential gains in lower administration and supervision requirements. All the groups expressed concern that fewer contractors would be required and this might lead to problems. Group 2 had significant reservations about the method and felt that it might not be practical. Some of their concerns were answered in the plenary feedback discussions. For example, because the whole network would be covered, the issue of one area being neglected should not arise.

Option 2: Area-based Long-term Performance-based contracts

All groups expressed concern about performance-based contracts. It had similar disadvantages to option 1 with the addition of high risks to contractors and difficulties over inspection by different groups within the Council e.g. the finance committee. Some participants felt that this was too risky even to test.

Option 3: Small contractors & long term contracts

There was general agreement of all Groups that the option of using small scale contractors but with longer term contracts had a high chance of success. This was because the use of small scale contractors for minor roadworks was already familiar to LGAs and there was a ready supply of such contractors.

Option 4A: Community contracts using CBOs

Despite some reservations, the Groups felt that the use of Community-Based Organizations (CBOs) for road maintenance was applicable in certain areas. It was felt this would not be suitable where labour was scarce e.g. in pastoralist areas. The participants agreed that this method should be tested in selected areas of one of the pilot districts.

Option 4B: Community contracts using Village Government

This option was similar to the previous one except that the contract would be with a village government instead of a community group. There was some discussion about the advantages and disadvantages of this compared to using CBOs. Some participants quoted examples of village governments failing to pass on the correct payments to the workers. In addition, it was felt that supervision would be more difficult for what could be informal village workers. However, some participants felt that the increased sense of ownership and empowerment by communities would be significant benefits of this method. As for the previous method, the participants agreed that this was worth testing in selected areas.

Suggestions for other methods to be tested

The main suggestion for other methods to be tested was the splitting of on road and off road maintenance. For example, some participants felt that communities could carry out simple off road maintenance such as bush cutting and ditch cleaning whereas a contractor could carry out the filling of potholes and reshaping/grading of the road under a separate contract. The Consultants agreed to consider this.

One group also felt that the existing system with improvements e.g. closer supervision and/or more training should also be included. The Consultants agreed to consider this by either looking at a control district or a conventional contract in one of the pilot districts.

Comments on the Logical Framework Matrix (LFM)

All the Groups were short of time to consider the LFM. Therefore, they only offered brief comments and suggestions. These mainly related to improvements to the indicators. They are listed in Annex 4.

4. Conclusions

The overall conclusions of the participants were that the options to be tested, with the qualifications put forward, offered the possibility of gains in efficiency and effectiveness of district road maintenance. The adoption of area-based systems and term contracts were good. However,

the issue of inspections by different groups makes it important that all stakeholders understand the aims and objectives of the Study. Generally, a lot of awareness raising will be required.

The participants raised some short-term issues to be addressed. In particular, it could be a sensitive issue to change workplans for 2010-2011 from what had already been decided, especially because this was an election year. Participants from Dodoma M.C. said that not only had their workplan been decided but also their procurement plan had been set and they were about to start the procurement process. During the discussions, it was stated that, because the AFCAP pilot would only cover part of the Dodoma M.C. area, there might be some possibility to accommodate part of the existing procurement plan. However, a dialogue between the Consultants and the Council was required.

Eng. Lyimo expressed the hope that the Consultants could complete Design Report quickly. The results could then be included in the Annual Performance Agreements that PMORALG was currently drafting.

5. Short-Term Action Plan

The Consultants proposed a short-term action plan that would include completion of the preparatory activities such that the fieldwork could commence by start of October. This is shown in the Table below.

| What? | Who? | By when? |
|--------------------------------------|-----------------------------|----------|
| Draft Workshop Report | Consultants | 9/7/10 |
| Draft Design Report | Consultants | 9/7/10 |
| Draft Institutional Assessment | Consultants | 9/7/10 |
| Comments on the above | PMORALG* | 26/7/10 |
| Finalise the reports | Consultants | 2/8/10 |
| Prepare and issue contract documents | Consultants/Pilot Districts | 16/8/10 |
| Sign contracts | Pilot Districts | 1/10/10 |

*PMORALG to coordinate comments of stakeholders.

6. Closing

The Ag. ADEP Ms Elina Kayanda closed the workshop by thanking the Consultants Team and commending them for daring to put forward new ideas and defend them. She also thanked all the participants for the active engagement in the workshop. She expressed special thanks to the pilot districts and looked forward to their good cooperation on the Study. After wishing everyone a safe journey home, she closed the workshop at 1730 hours.

Annex 1 (Design Workshop): Workshop Programme

- 1015 Introductions & workshop purpose
- 1030 Institutional Assessment and Problems to be addressed by the Study
- 1100 Proposed methods to be tested
- 1145 Logical Framework for the study
- 1200 Group work I
- 1300 Lunch
- 1400 Group work II
- 1600 Reporting back
- 1700 Conclusions & Action Plan
- 1730 Close

Annex 2 (Design Workshop): List of Participants

| s/n | Name | Organisation | Designation | Tel contact |
|-----|---------------------------|-------------------------------|---------------------------------|-------------|
| 1 | Venus B. Kimei (Ms) | PMORALG | Ag Director Sector Coordination | 0713 233245 |
| 2 | Elina Kayanda (Ms) | PMORALG | Ag ADEP | 0754 448835 |
| 3 | Hilary Lyimo | PMORALG | Principal Engineer | 0713 540072 |
| 4 | Niels Kofoed | PMORALG | Technical Advisor | 0754 788396 |
| 5 | V.K. Ndyamukama | PMORALG | PE | 0754 898644 |
| 6 | G. Orotu | Dodoma RAS | Economist | 0754 564548 |
| 7 | M.M. Mkwata | Dodoma RAS | RS Engineer | 0715 586521 |
| 8 | Luseko Kilembe | Dodoma MC | Civil Engineer | 0784 828107 |
| 9 | Hellen Minja (Ms) | Dodoma MC | Mun Com Dev Officer | 0782 359030 |
| 10 | HVD Kissa | Dodoma MC | Economist | 0787 164208 |
| 11 | Frank T. Ernest | Bahi DC | Dist Executive Director | 0784 846934 |
| 12 | Bakari H. Idrissa | Bahi DC | Ag District Engineer | 0714 580582 |
| 13 | Amede Amani | Bahi DC | DCDO | 0784 512897 |
| 14 | Bernadetha K. Jammes (Ms) | Bahi DC | DPLO | 0713 586971 |
| 15 | Andrea G. Chezue | Mpwapwa DC | DPLO | 0784 378554 |
| 16 | K.M. Kayungi | Mpwapwa DC | District Engineer | 0784 912717 |
| 17 | Jackson A. Mwakasege | Mpwapwa DC | DCAO | 0786 692359 |
| 18 | SNA Jackson | Ministry of Infr Development | Principal Engineer | 0784 482727 |
| 19 | Thomas E. Ngulika | Ministry of Infr Development | PE | 0715 740017 |
| 20 | A.S. Meena | Ministry of Infr Development | Senior Transport Planner | 0755 467697 |
| 21 | J.O. Haule | Road Fund Board | Manager | 0754 999910 |
| 22 | R. Lwakatare | Road Fund Board | DMT | 0754 268568 |
| 23 | D. Jere | Contractors Reg. Board | SRO | 0754 844610 |
| 24 | Ally Kadhi | National Construction Council | Civil Engineer | 0713 432332 |
| 25 | Gary Taylor | IT Transport | Team Leader | 0787 092571 |
| 26 | Elizabeth Temu (Ms) | IT Transport | Sociologist | 0784 275767 |
| 27 | Abdul A. Awadh | IT Transport | Road Engineer | 0713 336987 |

Annex 3 (Design Workshop): Group Findings on the Proposed Maintenance Options to be Tested

Option 1: Area-based Long-term framework contracts

| Group | Applicable & acceptable? | Advantages | Disadvantages | Recommendations |
|-------|--------------------------|--|--|--|
| 1 | Yes | <ul style="list-style-type: none"> • Easy to conduct • Reduce frequency of procurement • Easy to Administer | <ul style="list-style-type: none"> • It will increase mobilisation cost • Not conducive for contractors from outside the area | <ul style="list-style-type: none"> • Community contractors to be used • Contractors to subcontract works to reduce volume of work • Instructions to be issued where there is substantial amount of work |
| 2 | No | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • It will eliminate small contractors • Concentration in one area will cause problems in other areas not covered • Will cause problems of inspection • Difficult to quantify quantities for whole year • Difficult to apply due to limited budget • Not practical for routine maintenance due to budget | <ul style="list-style-type: none"> • |
| 3 | Yes | <ul style="list-style-type: none"> • Acceptable and economical • Efficient in procurement procedures • Applicable for MBM and LBM | <ul style="list-style-type: none"> • Few contractors are employed • One non-performing contractor may cause chaos • Eng. Will need participatory planning | <ul style="list-style-type: none"> • |

Annex 3 (Design Workshop): Continued.

Option 2: Area-based Long-term Performance-based contracts

| Group | Applicable & acceptable? | Advantages | Disadvantages | Recommendations |
|-------|--------------------------|---|---|---|
| 1 | No | <ul style="list-style-type: none"> • Easy to supervise | <ul style="list-style-type: none"> • Most roads not in good condition and will need a huge investment for initial rehabilitation • Difficult for small contractors to get contracts | <ul style="list-style-type: none"> • Use for off carriageway maintenance only • Contractors should not be limited (open to all classes). Procurement procedures to determine eligibility of contractors |
| 2 | No | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • It will be difficult to gain acceptance from other inspection parties (e.g. dist finance committee) • Very difficult to apply due to limited budget e.g. 14km budgeted for 7 mill. Tsh | <ul style="list-style-type: none"> • |
| 3 | Yes | <ul style="list-style-type: none"> • Contractor can foresee and avoid (future) damage • Since inventory is necessary before contracting – this helps database | <ul style="list-style-type: none"> • Very risky to contractors • Pre-qualification of contractors is essential • Inventory is essential before contracting • Contractor needs much expertise | <ul style="list-style-type: none"> • |

Annex 3 (Design Workshop): Continued.

Option 3: Small contractors & long term contracts

| Group | Applicable & acceptable? | Advantages | Disadvantages | Recommendations |
|-------|--------------------------|--|---|---|
| 1 | Yes | <ul style="list-style-type: none"> • Easy to monitor • It generates employment for the trained LBT contractors • Easy availability of contractors | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| 2 | Yes | <ul style="list-style-type: none"> • Most LGAs familiar with using small contractors • Most are found in districts • Practical due to limited budget already passed by PMO-RALG | <ul style="list-style-type: none"> • | <ul style="list-style-type: none"> • |
| 3 | Yes | <ul style="list-style-type: none"> • Simple • Acceptable • Flexible to necessary interventions | <ul style="list-style-type: none"> • Requires close supervision using a lot of resources | <ul style="list-style-type: none"> • |

Annex 3 (Design Workshop): Continued.

Option 4A: Community contracts using CBOs

| Group | Applicable & acceptable? | Advantages | Disadvantages | Recommendations |
|-------|--------------------------|---|--|---|
| 1 | Yes | <ul style="list-style-type: none"> • Poverty reduction to the community • Employment creation for the community | <ul style="list-style-type: none"> • Inadequate training | <ul style="list-style-type: none"> • Use for Routine maintenance |
| 2 | Yes | <ul style="list-style-type: none"> • Practical based on TASAF experience | <ul style="list-style-type: none"> • Needs close supervision • How to pay? | <ul style="list-style-type: none"> • Train CBOs and assist them to be registered with the District Council as legal entities. • Assist them to fulfil requirements of CRB and get registered as Community Contractors |
| 3 | Yes | <ul style="list-style-type: none"> • Acceptable | <ul style="list-style-type: none"> • Needs a lot of resources and much sensitisation • Not economical • Tedious • Labour not available in some areas | <ul style="list-style-type: none"> • Use Community Development Officers for mobilization and sensitization • Use CBOs only where appropriate e.g. especially in Mpwapwa |

Annex 3 (Design Workshop): Continued.

Option 4B: Community contracts using Village Government

| Group | Applicable & acceptable? | Advantages | Disadvantages | Recommendations |
|-------|--------------------------|---|--|---|
| 1 | Yes | <ul style="list-style-type: none"> Improves the economic status of the community Enhance ownership of road assets | <ul style="list-style-type: none"> Supervision workload is increased | <ul style="list-style-type: none"> Lengthmen contract should be used |
| 2 | Yes | <ul style="list-style-type: none"> Practical based on TASAF experience | <ul style="list-style-type: none"> Needs close supervision How to pay? | <ul style="list-style-type: none"> |
| 3 | Yes | <ul style="list-style-type: none"> Acceptable | <ul style="list-style-type: none"> Needs a lot of resources and much sensitisation Not economical Tedious Labour not available in some areas | <ul style="list-style-type: none"> |

Annex 4 (Design Workshop): Comments and Suggestions on LFM.

The Groups made the following comments and suggestions for improving the Logical Framework Matrix (LFM):

- Add output “comprehensive maintenance plan developed” with indicators of plan in place and no of meetings held.
- Add “on time” to indicators for outputs 1 and 3 on contracts carried out.
- For output 2, replace “faster payments” with “timely payments” in the indicators.
- For output 4, replace “contractors’ records” with “muster roll” in means of verification.
- Add, “Agreements signed with CBOs” to indicators for output 4.
- In means of verification, use quarterly progress report instead of progress reports. The District Engineer already produced these for PMORALG and the RFB.
- Add “contract completion reports” to means of verification for output 1.
- Add “registered” contractors to indicators for output 3.
- Add “no of CBOs formed and Role of CBOs defined to indicators for output 4.
- Replace % local people with % men in indicator for output 4.

Annex C: Forms M-1 and M-2 for Framework Contracts

The main clauses to be used for the tender is included in the main body of the report (section 2.2) - modifications to the standard PPRA document)

FORM M-1 FOR ISSUING WORK ORDERS

| | | | | | | | | | | |
|---------------------------------------|--|---------------|--|---------------|-----------------------------|---------------|--|----------------------|--|--------------------|
| SITE INSTRUCTION | | | | | DISTRICT..... | | | | | |
| ROAD CODE: | | ROAD NAME: | | ROAD SECTION: | | Km | | to Km | | |
| CONTRACT NO.: | | | | | CONTRACTOR: | | | | | |
| ACT. NO. | | ACTIVITY NAME | | WORK UNIT | | WORK LOCATION | | DETAILED DESCRIPTION | | QUANTITY SCHEDULED |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| WORK SCHEDULE RECEIVED BY CONTRACTOR: | | | | | MEASURED BY (Distr. Tech.): | | | | | |
| MEASUREMENT AGREED BY CONTRACTOR: | | | | | APPROVED BY (Distr. Eng.): | | | | | |

Annex D: Tender document for PMMR Contract

This annex contains the full tender dossier for the PMMR Contract for Dodoma Municipality. This includes the General and Special Conditions of Contract, Performance Specifications and Bill of Quantities.

**THE UNITED REPUBLIC OF TANZANIA
PRIME MINISTER'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**



DODOMA MUNICIPAL COUNCIL

Tender no.

Output and Performance Based Contract for
Maintaining the following Roads in Dodoma
Municipality

1.
2.
3.

National Competitive Tendering

DODOMA MUNICIPAL COUNCIL
P.O BOX 1249
DODOMA.

October 2010

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October 2010

SECTION I: INVITATION FOR BID

DODOMA MUNICIPAL COUNCIL



INVITATION FOR TENDERS

For

MAINTENANCE OF SLECTED ROADS UNDER OUTPUT AND PERFORMANCE BASED CONTRACT.

Date

1. This invitation for Tenders follows the General Procurement Notice for this project which appeared inand all notice Board in all LGA'S in Dodoma Region.
2. The **Dodoma Municipal Council** intends to use grant from **the Road fund Board through Prime Minister's Office Regional Administration and Local Government** towards the cost of carrying out maintenance of its roads **and** shall apply part of the proceeds of this *grant* to cover eligible payments under the contract for maintenance of the below listed roads in Dodoma Municipality under the Output and Performance Based Contract (OPRC). **The contract will include undertaking specific improvement works first and thereafter carrying out routine maintenance of the roads for a period of 9 (nine) months.**

| s/n | Road name | Scope of Improvement Works |
|-----|-----------|----------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

3. The **Dodoma Municipal Council** now invites sealed tenders from National Civil Engineering Contractors registered with ‘Contractors Registration Board (Tanzania)’ in classes 1 to 5 and who meet the qualification criteria stated in the Tender Documents.
4. Tendering will be conducted through the National competitive procedures specified in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of Public Assets by Tender) Regulations, 2005 – Government Notice No. 97 and is open to national Tenderers only as defined in the Regulations unless otherwise stated in the **Tender Data Sheet**.
5. Interested eligible Tenderers may obtain further information and inspect the Tendering Documents at the office of the **Secretary of Municipal Tender Board situated at Mashariki Avenue P.O.Box 1249 Dodoma** from **7:30 am to 3:30 pm** on Mondays to Fridays inclusive except on public holidays
6. A complete set of Tendering Documents in **English language** and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 4 above and upon payment of a non-refundable fee of **Tshs 50,000/=** (Fifty Thousand only). Payment should be by Cash, Bankers Draft or bankers cheque **payable to Municipal Director Office P. O. Box 1249 Dodoma**
7. Given the innovative nature of the contract, a mandatory pre-bid meeting will take place on (*insert date and time*) at (*insert location*) and all bidders are strongly advised to attend. During the pre-bid meeting important information and clarifications may be provided that will assist the bidders to adequately prepare their bids. Minutes of the meeting shall be sent to all bidders who will purchase the tender documents.
8. All tenders must be accompanied by a tender securing declaration in the format provided in the tendering documents.
9. All tenders in **one original plus one copy**, properly filled in, and enclosed in plain envelopes must be delivered to the address below at or before **14: 00 Hrs on the day of 2010**. Tenders will be opened promptly thereafter in public and in the presence of Tenderers’ representatives who choose to attend in the opening at the Municipal Directors office situated at Mashariki avenue Dodoma

The Secretary,
Dodoma Municipal Tender Board,
Municipal Director's office
P.o.Box 1249
DODOMA

10. Late tenders, portion of tenders, electronic tenders, tenders not received, tenders not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstance.

Susan E. Bidya
MUNICIPAL DIRECTOR
DODOMA MUNICIPAL

SECTION II: INSTRUCTIONS TO BIDDERS

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A. Introduction

1. **Scope of Bid**
 - 1.1 The Employer, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the procurement of Works and Services as listed below for the award of an ***Output- and Performance-based Road Contract (OPRC)***. The Works and Services under the OPRC will cover the Roads **indicated in the BDS** and will consist of:
 - (a) Improvement Works, **when requested in the BDS**, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations.
 - (b) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor in order to achieve and keep the Road performance standards defined by the Service Level included in the Specifications in Section VI of these Bidding Documents, and all activities related to the management and evaluation of the road network under contract.
 - 1.2 Throughout these Bidding Documents:
 - a) the term “in writing” means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and “day” means calendar day.
 - 1.3 The successful Bidder will be expected to complete the works by the required completion date specified in the **Bid Data Sheet**.
2. **Source of Funds**
 - 2.1 The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the **Bid Data Sheet** during the Financial Year indicated in the **Bid Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the **Bid Data Sheet**.

- 2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
3. Eligible Bidders
- 3.1 A Bidder may be a natural person, private entity, government-owned entity, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Bid Data Sheet**, all parties shall be jointly and severally liable.
- 3.2 The invitation for Bids is open to all Bidders as defined in the Public Procurement (Goods, Works, Non Consultant Service and Disposal of public assets by tender) Regulations, 2005 - Government Notice No. 97, except as provided hereinafter.
- 3.3 National Bidders shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Tanzania.
- 3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
- a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of them; or

- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid, or as Bidders and subcontractors simultaneously; or
- g) Participated as a consultant in the preparation of the design or technical specifications of the works and related services that are the subject of the Bid.

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

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

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

4. One Bid per Bidder

4.1 A firm shall submit only one bid, in the same Bidding process, either individually as a Bidder or as a partner in a joint venture.

- 4.2 No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same Bidding process.
- 4.3 A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid but only in that capacity.
- 4.4 A Bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the bids in which the Bidder has participated to be disqualified.
- 5. Cost of Bidding**
- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs except in the circumstances described in Section 82(4) (f) of the Public Procurement Act No. 21 of 2004. and Regulation 114 of the Public Procurement (Goods, Works, Non-Consultant Services and Disposal of public assets by tender) Regulations, 2005 - Government Notice No. 97 of 15th April, 2005.
- 6. Site Visit and Pre-Bid Meeting**
- 6.1 The Bidder, at the Bidder's own responsibility and risk, is advised to visit and examine the Roads to be included in this contract and their surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services to be provided under the contract. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 The Procuring Entity may conduct a site visit and a pre-bid meeting. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.3 The Bidder's designated representative is invited to attend a site visit and pre-bid meeting which, if convened, will take place at the venue and time stipulated in the **Bid Data Sheet**.

- 6.4 The Bidder is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-bid meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 6.5.
- 6.5 Minutes of the pre-bid meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-bid meeting will be transmitted within the time stated in the **Bid Data Sheet** to all purchasers of the Bidding documents. Any modification of the bidding documents listed in sub-Clause 7.1 that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 9.2 and not through the minutes of the pre-bid meeting.
- 6.6 Non attendance during the site visit or pre-bid meeting **will be a cause for disqualification of a Bidder.**

B. Bidding Documents

7. Content of Bidding Documents

- 7.1 The works required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the Section I Invitation for Bids, Bidding documents which should be read in conjunction with any addenda issued in accordance with ITB sub Clause 9.2 include:

| | |
|--------------|---|
| Section I | Invitation to Bid |
| Section II | Instructions to Bidders |
| Section III | Bid Data Sheet |
| Section IV | General Conditions of Contract |
| Section V | Special Conditions of Contract |
| Section VI | Specifications |
| Section VII | Drawings |
| Section VIII | Bill of Quantities |
| Section IX | Bid Form |
| | <ul style="list-style-type: none"> • Form of Bid and Appendix to Bid |

- Form of Qualification Information
 - Letter of Acceptance
 - Form of Contract Agreement
- Section X Bid Security
- Bid Securing Declaration or Bid Security Form
 - Performance Security Form
 - Bank Guarantee for Advance Payment Form

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

- 7.2 The number of copies to be completed and returned with the bid is specified in the **Bid Data Sheet**.
- 7.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Entity.
- 7.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8. Clarification of Bidding Documents

- 8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing or electronic mail , telex and facsimile at the Procuring Entity's address indicated in the **Bid Data Sheet**.
- 8.2 The Procuring Entity will within the period stated in the **Bid Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Bids prescribed in sub-Clause 22.1.

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

8.4 Should the Procuring Entity deem it necessary to amend the Bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9.

9. Amendments of the Bidding Documents

9.1 At any time before the deadline for submission of bids, the Procuring Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, the procuring Entity may modify the bidding documents by issuing addenda.

9.2 Any addendum issued shall be part of the Bidding documents pursuant to sub-Clause 7.1 and shall be communicated in writing or electronic mail, facsimile to all who have obtained the Bidding documents directly from the Procuring Entity.

9.3 In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of bids, in accordance with sub-Clause 22.2

C. Preparation of Bids

10. Language of Bid

10.1 The bid, and all correspondence and documents related to the bid exchanged by the Bidder and the Procuring Entity shall be written in the bid language stipulated in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.

11. Documents Constituting

11.1 The bid submitted by the Bidder shall comprise the following:

the Bid

- a) The Form of Bid (in the format indicated in Section IX) in accordance with ITB Clause 14, 15 and 16;
- b) Information requested by Instructions to Bidders ITB sub-Clause 12.2; 12.3 and 12.4;
- c) Bid security or bid securing declaration in accordance with Instructions to Bidders ITB Clause 18;
- d) Priced Bill of Quantities;
- e) Qualification Information Form and Documents;
- f) Alternative offers where invited in accordance with Instructions to Bidders ITB Clause 19;
- g) Written confirmation authorizing the signatory of the bid to commit the Bidder in accordance with Instructions to Bidders ITB sub Clause 20.2; and
- h) and any information or other materials required to be completed and submitted by Bidders, as specified in the Bid Data Sheet.

12. Documents Establishing Eligibility and

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

- Qualifications of the Bidder**
- 12.2 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of contract. These qualified Bidders should submit their bids with any information updating the original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IX.
- 12.3 If the Procuring Entity has not undertaken pre-qualification of potential Bidders, to qualify for award of the contract, Bidders shall meet the minimum qualifying criteria specified in the **Bid Data Sheet**:
- 12.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Bid Data Sheet**:
- a) the bid shall include all the information listed in the **Bid Data Sheet** pursuant to sub-Clause 12.3 above for each joint venture partner;
 - b) the bid shall be signed so as to be legally binding on all partners;
 - c) one of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - e) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as

well as in the bid and in the Agreement (in case of a successful bid); and

- f) a copy of the joint venture agreement into by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.
- g) the bid security or bid securing declaration as stated in accordance with ITB Clause 18, and in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners.

13. Slice and Package

13.1 When bidding for more than one contract under the slice and package arrangements, the Bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being bided in regard to:-

- a) average annual turnover;
- b) particular experience including key production rates;
- c) financial means, etc;
- d) personnel capabilities; and
- e) equipment capabilities.

13.2 In case the Bidder fails to fully meet any of these criteria, it may be qualified only for those slices for which the Bidder meets the above requirement.

14. Form of Bid

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

15. Bid Prices

15.1 The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items

for which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.

15.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of bids, shall be included in the rates, prices and total bid price submitted by the Bidder.

15.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the **Bid Data Sheet** and the provisions of the Conditions of Contract. The Bidder shall submit with the bid all the information required under the **Special Conditions of Contract**.

16. Bid Currencies

16.1 The unit rates and prices shall be quoted by the Bidder entirely in Tanzania shillings as specified in the **Bid data Sheet**.

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

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

17. Bid Validity Period

17.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the Bid submission deadline prescribed by the Procuring Entity, pursuant to ITB

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

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting its bid security or causing to be executed its bid securing declaration. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of its bid security or bid Securing declaration for the period of the extension, and in compliance with ITB Clause 18 in all respects.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

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

18.1 Pursuant to ITB Clause 11, unless otherwise specified in the **Bid Data Sheet**, the Bidder shall furnish as part of its bid, a bid Security in original form and in the amount and currency specified in the **Bid Data Sheet** or Bid Securing Declaration as specified in the **Bid Data Sheet in the format provided in section IV.**

18.2 The Bid security or bid securing declaration is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB sub-Clause 18.9.

18.3 The Bid security shall be denominated in the currency of the Bid or in another freely convertible currency, and shall be in one of the following forms:

- a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania, in the form

provided in the Bidding documents or another form acceptable to the Procuring Entity and **valid for thirty (30) days beyond the end of the validity of the Bid**. This shall also apply if the period for Bid validity is extended. In either case, the form must include the complete name of the Bidder; or,

- b) a cashier's or certified check.
 - c) another security if indicated in the **Bid Data Sheet**
 - (i) sign the contract, or
 - (ii) furnish the required performance security
- 18.4 The Bid security shall be in accordance with the Form of the Bid security included in Section VIII or another form approved by the Procuring Entity prior to the Bid submission
- 18.5 The Bid security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.
- 18.6 Any Bid not accompanied by a Bid security in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 28.
- 18.7 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Entity pursuant to ITB Clause 17.
- 18.8 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 40, and furnishing the performance security, pursuant to ITB Clause 41.
- 18.9 The Bid security may be forfeited or the bid securing declaration executed:
- a) if a Bidder

- i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form except as provided for in sub-Clause 17.2; or
 - ii) does not accept the correction of errors pursuant to ITB sub-clause 29.3; or
- b) in the case of a successful Bidder, if the Bidder fails:
- i) to sign the contract in accordance with ITB Clause 40; **or**
 - ii) to furnish performance security in accordance with ITB Clause 41.

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

18.11 A Bidder shall be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time indicated in the Bid Securing Declaration:

- (a) if the Bidder withdraws its bid, except as provided in ITB sub-Clauses 17.2 and 29.2; or
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security

19. Alternative Bids by Bidders

19.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic Bidder's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Bid Data Sheet**. If so allowed, sub-Clause 19.2 and 19.3 shall govern.

- 19.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Bid Data Sheet** as will the method of evaluating different times for completion.
- 19.3 If so allowed in the **Bid Data Sheet**, Bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Entity.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 of these Instructions to Bidders, with the Form of Bid, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the **Bid Data Sheet**, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 20.2 The original and all copies of the bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **Bid Data Sheet** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialled by the person or persons signing the Bid.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

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

D. Submission of Bids

- 21. Sealing and Marking of Bids**
- 21.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes shall:
- a) be addressed to the Procuring Entity at the address given in the **Bid Data Sheet**; and
 - b) bear the Project name indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB sub-Clause 22.1.
- 21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the bid be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITB Clause 24
- 21.4 If the outer envelope is not sealed and marked as required by ITB sub clause 21.2, the Procuring Entity shall assume no responsibility for misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids shall be received by the Procuring Entity at the address specified under ITB sub-Clause 21.2 no later than the date and time specified in the **Bid Data Sheet**.

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

Securing Declaration, pursuant to the ITB sub-Clause 18.9.

- 24.4 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the **Bid Data Sheet** or as extended pursuant to sub-Clause 15.2 shall result in the forfeiture of the bid security or execution of bid securing declaration pursuant to ITB sub-Clause 16.7.
- 24.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this Clause, or included in the original bid submission.

E. Opening and Evaluation of Bids

25. Opening of Bids

- 25.1 The Procuring Entity will open all Bids including modifications, substitution or withdraw notices made pursuant to ITB Clause 24, in public, in the presence of Bidders' or representatives who choose to attend and other parties with legitimate interest and bid proceedings, at the place on the date and at time specified in the **Bid Data Sheet**. The Bidders' representatives who are present shall sign a register as proof of their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 24 shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "SUBSTITUTION" opened and the submissions therein read out in appropriate detail.

- 25.3 All other envelopes shall be opened one at a time. The Bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, the presence or absence of bid security, and such other details as the appropriate Tender Board may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.
- 25.4 Bids or modifications that are not opened and not read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.
- 25.5 Bidders are advised to send in a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Bidders bid.
- 25.6 No bid will be rejected at bid opening except for late bids which will be returned unopened to the Bidder, pursuant to ITB Clause 23.
- 25.7 The Secretary of the appropriate Tender Board shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the bid price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid security or Bid Securing Declaration.
- 25.8 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

- 25.9 A copy of the minutes of the bid opening shall be furnished to individual Bidders upon request.
- 26. Confidentiality**
- 26.1 Information relating to the examination, clarification evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders until the award to the successful Bidder has been announced.
- 26.2 Any effort by a Bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of his bid.
- 26.3 Notwithstanding sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of bids and post-qualification of the Bidders, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered.
- 27.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Bids in accordance with ITB Clause 29.
- 27.3 From the time of bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Entity on any matter related to the bid it should do so in writing.
- 28. Preliminary Examination of Bids**
- 28.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid
- (a) meets the eligibility criteria defined in ITB Clause 3
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of

the bidding documents.

The Procuring Entity's determination of a bid's responsiveness will be based on the contents of the bid itself.

- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:-
- a) affects in any substantial way the scope, quality, or execution of the works;
 - b) limits in any substantial way, inconsistent with the bidding documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 28.3 The Procuring Entity will confirm that the documents and information specified under ITB Clause 11 and ITB Clause 12 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
- 28.4 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder
- 28.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29. Correction of Errors**
- 29.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-

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

- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

29.2 The amount stated in the bid will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the bid security may be forfeited or the bid securing declaration may be executed in accordance with sub-Clause 18.9.

30. Conversion to Single Currency

Bids will be quoted in Tanzania Shillings

32. Comparison of Bids

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

31.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated bid price by adjusting the bid price as follows:

- a) making any correction for errors pursuant to ITB Clause 29:
- b) excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and
- c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 24.5.

31.3 The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in bid evaluation.

31.4 The Procuring Entity has estimated that the proportion of the price of the initial Improvement Works in relation to the total price for Improvement Works and Maintenance Services combined is not more than the percentage given in the BDS

If the bid, which results in the lowest Evaluated Bid Price, is imbalanced or front loaded in relation to the Procuring Entity's estimate, the Procuring Entity may require the bidder to adjust his bid in order to respond to the percentage id price of initial improvement works indicated in the BDS without changing the overall b

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

33. Determination of the Lowest Evaluated Bid 33.1 The bid with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated bid.

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

F. Award of Contract

- 35. Criteria of Award**
- 35.1 Subject to ITB Clause 34 and 36, the Procuring Entity will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) is determined to be qualified to perform the Contract satisfactorily (c) successful negotiations has been concluded.
- 36.2 If, pursuant to sub-Clause 13.1, this Contract is being let on a slice and package" basis, the lowest evaluated bid price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded

concurrently, taking into account any discounts offered by the Bidders for award of more than one Contract.

- 36. Negotiations**
- 36.1 Negotiations may be undertaken with the lowest evaluated bid relating to the following areas:
- a) a minor alteration to the technical details of the statement of requirements;
 - b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
 - c) a minor amendment to the special conditions of contract;
 - d) finalising payment arrangements;
 - e) mobilisation arrangements;
 - f) agreeing final delivery or work schedule to accommodate any changes required by the procuring entity;
 - g) the methodology or staffing; or
 - h) clarifying details that were not apparent or could not be finalised at the time of bidding.
- 36.2 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Entity shall not reopen earlier negotiations.
- 37. Procuring Entity's Right to Accept any Bid and to Reject any or all Bids**
- 37.1 Notwithstanding ITB Clause 35, the Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
- 37.2 Notice of the rejection of all bids shall be given promptly to all Contractors that have submitted bids.
- 37.3 The Procuring Entity shall upon request communicate to any Bidder the grounds for its rejection of its bids, but is not required to justify those grounds.
- 38. Procuring Entities Right**
- 38.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of

**to Vary
Quantities at
the Time of
Award**

works or related services originally specified in these Bidding documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Bid Data Sheet**, without any change in unit price or other terms and conditions of the Bid and Bidding documents.

**39. Notification
of Award**

39.1 The Bidder whose bid has been accepted will be notified of the award by the Procuring Entity prior to expiration of the bid validity period by email/facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the execution and completion of the Works and Service(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITB Clause 41 and signing the Contract in accordance with sub-Clause 40.2

39.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 41, the Procuring Entity will promptly notify unsuccessful Bidders, the name of the winning Bidder and the Contract amount and will discharge the bid security or bid securing declaration of the unsuccessful Bidders pursuant to ITB sub Clause 18.7.

39.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Secretary of the appropriate Tender Board that authorized the award of Contract. The Secretary will promptly respond in writing to the unsuccessful Bidder citing grounds for rejection of its bid without disclosing information about other Bidders.

**40. Signing of
Contract**

40.1 Promptly after notification, Procuring Entity shall send the successful Bidder the Agreement and Special Conditions of Contract, incorporating all agreements

between the parties obtained as a result of Contract negotiations.

40.2 Within twenty eight (28) days of receipt of the Contract Agreement Form, the successful Bidder shall sign and date the Contract and return it to the Procuring Entity.

40.3 Upon the receipt of the signed Agreement from the Bidder, the Procuring Entity will, within one week, notify the other Bidders that their bids have been unsuccessful.

41. Performance Security

41.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **Bid Data Sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

- (a) at the Bidder's option, by a bank or insurance firm located in the United Republic of Tanzania, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania, or
- (b) with the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

41.3 Failure of the successful Bidder to comply with the requirements of sub-Clause 41.1 shall constitute sufficient grounds for cancellation of the award, forfeiture of the bid security, and any other remedy the Procuring entity may take under the Contract and the Procuring entity may resort to awarding the Contract to the next ranked Bidder.

42. Advance Payment

42.1 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **Bid Data Sheet**.

- 42.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make an estimate of, and include in its bid, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.
- 43. Adjudicator** 43.1 The Procuring Entity proposes the person named in the Bid Data Sheet to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Bid Data Sheet**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 44. Fraud and Corruption** 45.1 The Government of the United Republic of Tanzania requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.
- a) defines, for the purpose of this provision, the terms set forth below as follows:-
- i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution; and
- ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Government,

and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Government of the benefit of free and open competition:

- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;;
- c) In pursuit of the policy defined in sub-Clause 44.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the procuring entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation
- d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract

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

44.3 The Government of the United Republic of Tanzania will have the right to require that, in contract financed by the Government of the United Republic of Tanzania a provision be included requiring suppliers and

contractors to permit the Government of the United Republic of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania.

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

G. Review of Procurement Decisions

- | | | |
|--|------|--|
| 45. Right to Review | 45.1 | A Bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section. |
| 46. Time Limit on Review | 46.1 | The Bidder shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute. |
| 47. Submission of Applications for Review | 47.1 | Any application for administrative review shall be submitted in writing to the head of a Procuring Entity and a copy given to the Public Procurement Regulatory Authority at the address shown in the Bid Data Sheet . |
| | 47.2 | The application for administrative review shall include: <ul style="list-style-type: none">a) details of the procurement requirements to which the complaint relates;b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; |

- d) documentary or other evidence supporting the complaint where available;
 - e) remedies sought; and
 - f) any other information relevant to the complaint.
- 47.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
- 48. Decision by the Head of Procuring Entity**
- 48.1 The head of a Procuring Entity shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
 - b) the reasons for the decision; and
 - c) any corrective measures to be taken;
- 48.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 48.1, the Bidder submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 49.1 and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.
- 49. Administrative Review by the Public Procurement Regulatory Authority**
- 49.1 A Bidder may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the **Bid Data Sheet** where the head of a procuring entity does not issue a decision within the time specified in sub-Clause 48.1 or the Bidder is not satisfied with the decision by the head of a Procuring Entity.
- 49.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen working days from the date of communication of the decision by the head of a Procuring Entity.

- 49.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the **Bid data Sheet**.
- 49.4 The application to the Public Procurement Regulatory Authority for administrative review shall be copied to the respective head of a Procuring Entity and shall include:
- a) a copy of the original application to the head of a Procuring Entity including the supporting documents;
 - b) a copy of relevant correspondence to and from the head of a Procuring Entity ;
 - c) a statement by the Bidder that the head of a Procuring Entity failed to issue a decision and the relevant dates, where applicable; and
 - d) an explanation of why the Bidder is not satisfied with the decision of the head of a Procuring Entity , where applicable.
50. **Decision by the Public Procurement Regulatory Authority**
- 50.1 The Authority shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
 - b) the reasons for its decision; and
 - c) the corrective measures to be undertaken.
- 50.2 The decision of the PPRA shall be copied to the head of respective Procuring Entity.
- 50.3 The decision of the PPRA shall be final unless the Bidder institutes an appeal with the Public Procurement Appeals Authority.
51. **Review by the Public Procurement Appeals**
- 51.1 The Bidder who not satisfied with the decision of the PPRA or whose complaint cannot be entertained by the Head of the Procuring Entity or the PPRA shall

Authority

appeal to the Public Procurement Appeals Authority (PPAA).

51.2 PPAA may be contacted at the address shown in the **Bid Data Sheet**.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

| BDS Clause Number | ITB Clause Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|------------------------|-------------------|--|
| A. Introduction | | |
| 1. | 1.1 | The Procuring Entity is Dodoma Municipal Council |
| 2. | 1.1 | <p>Name of Project is Maintenance of roads totalingkm under Output and Performance Based Contract;</p> <p>1. (..km) 2. 3.</p> <p>Initial Improvement Works may be required on some of the roads to bring them to the required service levels for performance based maintenance. The scope of these works vary between individual roads but will normally be reshaping, spot gravelling and drainage structures.</p> |
| 3. | 1.2 | <p>The initial Improvement Works are to start on the Contract Start Date and be completed within a period of months.</p> <p>The Maintenance Services are to be provided starting from Contract Start Date for a total period of NINE (9) months.</p> |
| 4. | 2.1 | Name of financing institution is Tanzania Road Fund Board |

| | | |
|----|-----|---|
| | | Name of the Procuring Entity is Dodoma Municipal Council Financial Year :- 2010/2011 |
| 5. | 2.2 | The loan/ credit number -Not applicable. |
| 6. | 3.1 | Only Tenderers registered as Civil Engineering Contractors in Class V and above with the Contractors Registration Board are eligible This bid is National Competitive Tendering |
| 7. | 6.3 | Pre-bid meeting will take place at [insert venue] on [insert date and time] |
| 8. | 6.6 | The minutes of the pre-bid meeting will be transmitted within [state the time] |

B. Bidding Documents

| | | |
|-----|-----|---|
| 9. | 7.2 | The number of copies to be completed and returned with the bid is One original and Three copies only |
| 10. | 8.1 | Address for clarification of Bidding Document is: The Municipal Director, |

| | | |
|-----|-----|---|
| | | <p>Dodoma Municipal Council,</p> <p>P.O.Box 1249,</p> <p>DODOMA.</p> <p>Telephone: +255 26 2354817</p> <p>Fax mail number +255 26 2354817</p> <p>Electronic mail address: dodomamunicipality@yahoo.co.uk</p> |
| 11. | 8.2 | <p>Period to Respond to request for clarification by the Procuring Entity [insert number of days]</p> <p>Period Prior to deadline for submission of bids for bidders to request clarification [insert number of days]</p> |

C. Preparation of Bids

| | | |
|-----|------|--|
| 12. | 10.1 | Language of Bid and all correspondence shall be English |
| 13. | 12.3 | <p>Other information or materials required to be completed and submitted by Bidders :</p> <p>a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the bid to commit the Bidder.</p> <p>a) The minimum required annual volume of construction work for the successful Bidder in any of the last 2 years shall be: Tshs. 350,000,000.</p> |

| | | |
|-----|------|--|
| | | <p>b) Experience as prime contractor in the road construction / maintenance for at least three years., Works cited should be at least 70 percent complete).</p> <p>c) The essential equipment to be made available for the Contract by the successful Bidder (proposals for timely acquisition or own, lease, hire, etc) shall be:</p> <p>i)(insert).</p> <p>ii)(insert).</p> <p>iii)(insert).</p> <p>iv)(insert).</p> <p>d) A Site Manager with at least 4 years experience in road works..</p> <p>e) Evidence of adequate working capital for this contract.</p> <p>f) Information regarding litigation, current</p> |
| 14. | 12.4 | In the case of joint venture each partner shall submit information required under Clause ITB Clause 12.4. In addition the Bidder shall furnish the following - , Not Applicable |
| 15. | 15.4 | The price shall be fixed |
| 16. | 16.1 | The currency in which the prices shall be quoted shall be: Tanzania shillings |
| 17. | 16.2 | The authority for establishing the rates of exchange shall be Bank of Tanzania. |
| 18. | 17.1 | The Bid validity period shall be days. |

| | | |
|-----|------|--|
| | | |
| 19. | 18.1 | The amount of Bid Security shall be minimum of 3% (three percent) of the bid amount |
| 20. | 19.1 | Alternative bids are not allowed in this bid. |
| 21. | 19.2 | Alternative time for completion - Not Applicable |
| 22. | 20.1 | In addition to the original of the Bid, the Bidder should submit three copies of the Bid. |
| 23. | 20.2 | Written confirmation of authorization is Power of Attorney (sample form attached) |

D. Submission of Bids

| | | |
|-----|---------|--|
| 24. | 21.2 a) | <p>Bids shall be submitted to [Specify below]:</p> <p>.....</p> <p>Street Address</p> <p>Building/Plot No.</p> <p>Floor/Room No.</p> <p>City/Town</p> |
| 25. | 21.2 b) | Project name: Maintenance ofkms of Roads under Output and Performance Based Contract |

| | | |
|-----|------|---|
| | | <p>Bid number.....</p> <p>Time and date for submission.....</p> |
| 26. | 22.1 | <p>The deadline for Bid submission is</p> <p>a) Day</p> <p>b) Date.....</p> <p>c) Time</p> |
| 27. | 22.3 | <p>The extension of the deadline for submission of Bids shall be made not later than 7 (seven) before the expiry of the original deadline.</p> |

E. Opening and Evaluation of Bids

| | | |
|-----|------|---|
| 28. | 25.1 | <p>The Bid opening shall take place at:</p> <p>Street address</p> <p>Building/Plot No.</p> <p>Floor/Room No.</p> <p>City/Town</p> <p>Country</p> |
| 29. | 31.4 | <p>The price for Initial Improvement Works expressed as a proportion of the total price of Initial Improvement Works and Maintenance services combined shall not exceed a value of 50%</p> |
| 29. | 32.1 | <p>Tender is open for national contractors only</p> |

| | | |
|-----|------|--|
| 30. | 34.1 | Post- qualification will not be undertaken |
| 31. | 38.1 | Percentage for quantities increase or decrease is 15 (fifteen) percent. |

F. Award of Contract

| | | |
|-----|------|---|
| 32. | 41.1 | The amount of performance security shall be [insert amount between 10% and 15% of the contract price] |
| 33. | 42.1 | The Advance Payment shall be limited to 15 (fifteen) percent of the Contract Price. |
| 34. | 43.1 | The proposed adjudicator for the project is: [insert name of the proposed adjudicator] whose hourly rate shall be..... [insert proposed hourly rate]. |

G. Right to Review

| | | |
|-----|------|---|
| 35. | 49.1 | The address to submit complaints: Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, |
|-----|------|---|

| | | |
|------------|-------------|--|
| | | <p>P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: ceo@ppra.go.tz Website: www.ppra.go.tz</p> |
| 36. | 49.3 | Fee for administrative review shall be <i>ten thousand Tanzanian shillings</i> . |
| 37. | 51.2 | <p>The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451</p> |

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 30 and 31 hereunder.

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

Compensation Events are those defined in Clause 54 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 65.

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

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

The **Site Agent** is a person appointed by the Contractor who is in charge of managing all activities of the Contractor under the Contract. He is also the Contractor's Representative for the purposes of this contract.

Road means the road or network of roads for which the Works and Services are contracted under the Contract.

The **Road Management Office** is the location indicated by the Contractor from which the Site agent operates, and where the Contractor shall receive notifications.

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

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

Days are calendar days; months are calendar months.

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

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

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

The **Defects Liability Period** is the period named in the **Special Conditions of Contract** and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

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

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

Improvement Works consists of a set of interventions that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the Specifications

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

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **Special Conditions of Contract**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

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

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

The **Project Manager** is the person named in the **Special Conditions of Contract** (or any other competent person appointed

by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

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

Services means all interventions on the Road under the Contract and all activities related to the management and evaluation of the Road which shall be carried out by the Contractor in order to achieve and keep the Road Performance Standards as defined by the Service Levels, and to receive full payment of the monthly fee under the contract

Service Levels are the minimum performance standards for the level of quality of conditions of the Road defined in the Specifications which the Contractor shall comply with.

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

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

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

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

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

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

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

varies the Works or Services.

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

Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the **Special Conditions of Contract**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Bid,
 - (4) Special Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bill of Quantities, and
 - (9) Any other document listed in the **Special Conditions of Contract** as forming part of the Contract.

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- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the **Special Conditions of Contract**.
- 4. Confidentiality** 4.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 5. Project Manager's Decisions** 5.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 6. Delegation** 6.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 7. Scope of Works and Services** 7.1 Unless otherwise expressly limited in the Specifications, the Contractor's obligations cover the carrying out of all Works and the performance of all Services required for keeping the Road in accordance with the Service Levels defined in the Specifications, while at the same time respecting the plans, procedures, specifications, drawings, codes and any other documents as identified in the Specifications
- 8. Start Date and Completion** 8.1 The Contractor shall start the Works and Services within the period specified in the **Special Conditions of Contract**. Upon request from the Contractor, the Employer shall confirm in writing the Start Date, after verifying that works and services have started on the Site.
- 8.2 The Contractor shall attain the required Service Levels and the Completion of the Improvement Works (or of a part where a separate time for Completion of such part is specified in the Contract) within the time schedules included in the SCC and the Specifications, or within such extended time to which the Contractor shall be entitled under GCC Clause 33 hereof.
- 9. Communications** 9.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 10. Subcontracting** 10.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of

the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

11. Other Contractors

11.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **Special Conditions of Contract**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

12. Personnel

12.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Special Conditions of Contract**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

12.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

13. Employer's and Contractor's Risks

13.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

14. Employer's Risks

14.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person

employed by or contracted to him except the Contractor.

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

14.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

15. Contractor's Risks

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

16. Insurance

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

16.2 Policies and certificates for insurance shall be delivered by the

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

16.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

16.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

16.5 Both parties shall comply with any conditions of the insurance policies.

17. Site Investigation Reports

17.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **Special Conditions of Contract**, supplemented by any information available to the Bidder.

18. Queries about the Special Conditions of Contract

18.1 The Project Manager will clarify queries on the Special Conditions of Contract.

19. Contractor to Construct the Works

19.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

20. Commencement and Completion

20.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

21. Approval by the Project Manager

21.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

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- 21.2 The Contractor shall be responsible for design of Temporary Works.
- 21.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 21.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 21.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 22. Protection of the Environment**
- 22.1 The Contractors shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 22.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.
- 23. Labour Laws**
- 23.1 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.
- 23.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- 24. Health and Safety**
- 24.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
- 24.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 24.3 The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
- 24.4 The Contractor shall conduct an HIV-Aids awareness programme,

receipt of a notification of a dispute.

30.2 The Adjudicator shall be paid by the hour at the rate specified in the **Bid Data Sheet** and **Special Conditions of Contract**, together with reimbursable expenses of the types specified in the **Special Conditions of Contract**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

30.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **Special Conditions of Contract**.⁵

31. Replacement of Adjudicator

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

B. Time Control

- 32. Programme**
- 32.1 Within the time stated in the **Special Conditions of Contract**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 32.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 32.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **Special Conditions of Contract**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the **Special Conditions of Contract** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 32.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events

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- 33. Extension of the Intended Completion Date**
- 33.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 33.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 34. Acceleration**
- 34.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 34.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
- 35. Delays Ordered by the Project Manager**
- 35.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 36. Management Meetings**
- 36.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 36.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for

actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

37. Early Warning

37.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

38. Identifying Defects

38.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

39. Improvement Works

39.1 If so indicated in the SCC, Improvement Works are required and will consist of a set of interventions that add new characteristics to the roads in response to existing road conditions. Improvement Works quantities were offered at unit prices included in the Bill of Quantities.

40. Maintenance Services

40.1 Maintenance Services are those activities necessary for keeping the Road in compliance with the Performance Standards pursuant to GCC Clause 24. Maintenance Services shall include all activities required to achieve and keep the Road Performance Standards and Service Levels. These Services will be remunerated by Lump-Sum amount for the period of the contract paid in fixed monthly payments during the entire Contract period.

41. Performance

41.1 The Contractor shall carry out the Maintenance Services to achieve and

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| Standards | keep the Road complying with the Service Levels defined in the Specifications. He will carry out all Works in accordance with the performance standards indicated in the Specifications. |
| 42. Tests | 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |
| 43. Correction of Defects | <p>43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Special Conditions of Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> <p>43.3 If the Contractor has not corrected a defect within the time specified in the Employer's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 49.</p> |
| 44. Uncorrected Defects | 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount. |
| 45. Completion Time Guarantee and Liability | <p>45.1 The Contractor guarantees that it shall attain specified Service Levels and the Completion of Rehabilitation and Improvement Works (or a part for which a separate time for completion is specified in the SCC) within the time schedules specified in the SCC and the Specifications, pursuant to GCC Sub-Clause 10.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 64 hereof.</p> <p>45.2 If the Contractor fails to attain specified Service Levels within the contractually agreed time schedules as given in the Specifications, the contractor shall receive reduced payments for Maintenance Services, for such default and not as a penalty, in accordance with the Specifications.</p> <p>45.3 If the Contractor fails to attain the Completion of Rehabilitation and Improvement Works (or a part for which a separate time for completion is specified in the SCC clause 39.1) within the contractually required time</p> |

schedules, the contractor shall pay to the Employer liquidated damages for such default and not as a penalty, in accordance with the SCC and the Specifications.

45.4 The payment reductions and liquidated damages indicated in GCC 39.2 and 39.3 shall be the only monies due from the Contractor for such defaults, and they will be applied for every day of delay, in accordance with the SCC and the Specifications. The aggregate amount of such liquidated damages and payment reductions shall in no event exceed the “aggregate liability” in accordance with GCC Clause 42. The payment or deduction of such sums shall not relieve the Contractor from his obligation to complete the Works and Services, or from any other of his obligations and liabilities under the Contract.

D. Cost Control

46. Bill of Quantities

46.1 The Bill of Quantities shall contain items for Groups of Activities which include the provision of Services (measured by performance standards) and Works (measured by unit of outputs or of products). The Bill of Quantities for Works shall include unit rates for Improvement Works.

46.2 Maintenance Services shall be measured and billed separately and will be remunerated by lump-sum amount for the period of the contract, and paid in fixed monthly payments during the entire Contract period. The values for remuneration of the Maintenance Services are those stated in the Bill of Quantities.

46.3 Improvement Works will be remunerated after acceptance by the Employer and shall be paid according to the product unit price using the prices included in the Bill of Quantities.

46.4 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

47. Contract Price

47.1 The Contract Price shall be as specified in the Form of Contract Agreement to be paid in the currencies indicated in the SCC.

47.2 Unless indicated otherwise in the SCC, and except in the event of a Change as provided for in the Contract, the Contract Price shall be:

(a) For Maintenance Services, a firm lump sum to be paid in monthly

instalments;

(b) For Improvement Works, the total price stated in the Bill of Quantities for this item;

47.3 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

48. Changes in the Quantities

48.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

48.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

48.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

49. Variations

49.1 All Variations shall be included in updated Programmes produced by the Contractor.

50. Payments for Variations

50.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

50.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of

work.

50.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

50.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

50.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

51. Cash Flow Forecasts

51.1 When the Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

52. Payment Certificates

52.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

52.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within fourteen (28) days of receipt of the certificate from the contractor.

52.3 The value of work executed shall be determined by the Project Manager.

52.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

52.5 The value of work executed shall include the valuation of Variations and Compensation Events.

52.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

52.7 The Project Manager shall not bound to certify any payment, if the net amount, after all retentions and deductions would be less than

minimum amount of Interim Payment Certificate stated in the **Special Condition of Contract.**

53. Payments

53.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the **Special Conditions of Contract.**

53.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

53.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

54 Compensation
Events

54.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the **Special Conditions of Contract.**

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to

have no Defects.

- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

54.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

54.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project

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- Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 54.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
55. Taxes
- 55.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.
56. Currencies
- 56.1 Where payments are made in currencies other than the Tanzania Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
57. Price Adjustment
- 57.1 Unless otherwise stated in the **Special Conditions of Contract** the amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, shall be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
- 57.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.
- 57.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

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

where;

P_n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

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

b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Bid**; the sum of a, b, c, d, etc., shall be one;

L_n, M_n, E_n, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "**n**," determined pursuant to Sub-Clause 50.5, applicable to each cost element; and

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

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of '**F**'.

$$F = PnxCc$$

where;

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

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
 - any amount for payment or repayment of any advance payment;
 - any amount for materials on site (if any);
 - any amounts for nominated sub-contractors (if any)
 - any amounts for any other items based on actual cost or current prices; or
 - any sums for increase or decreases in the Contract Price paid under this Sub-Clauseand
- (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

57.4 The sources of indices shall be those listed in the **Appendix to Bid**, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the **Appendix to Bid**, which shall be subject to approval by the Engineer.

57.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the

last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

57.6 If the Contractor fails to complete the Works within the time for completion prescribed under Clause 58 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of time is granted pursuant to Clause 28, the above provision shall apply only to adjustments made after the expiry of such extension of time.

57.7 The weightings for each of the factors of cost given in the **Appendix to Bid** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 43 or for any other reason.

58. Retention

58.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **Special Conditions of Contract** until Completion of the whole of the Works.

58.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

58.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

59. Liquidated Damages

59.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **Special Conditions of Contract** for each

day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **Special Conditions of Contract**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

59.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 46.1.

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

60. Bonus

60.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **Special Conditions of Contract** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

61. Advance Payment

61.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **Special Conditions of Contract** by the date stated in the **Special Conditions of Contract**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

61.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project

Manager.

61.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

62. Performance
Securities

62.1 The Performance Security in amount stated in the **Special Conditions of Contract** shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

63. Dayworks

63.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

63.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

63.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

64. Cost of
Repairs

64.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

65. Completion

65.1 The Contractor shall request the Project Manager to issue a

| | |
|---------------------------------------|---|
| Certificate | certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed. |
| 66. Taking Over | 66.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion. |
| 67. Final Account | 67.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 68. Operating and Maintenance Manuals | <p>68.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Special Conditions of Contract.</p> <p>68.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Special Conditions of Contract, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.</p> |
| 69. Termination | <p>69.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) the Employer or the Contractor is made bankrupt or goes into |

-
- liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required; and
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **Special Conditions of Contract**.
 - (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

69.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.

-
- 69.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 69.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
70. Payment upon Termination
- 70.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **Special Conditions of Contract**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 70.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
71. Property
- 71.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
72. Release from Performance
- 72.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
73. Suspension of Financing
- 73.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such

suspension within 7 days of having received the financing agency's suspension notice.

- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice.

Section V. Special Conditions of Contract (SCC)

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

| SCC Clause | GCC Clause | Description |
|---------------|---------------|--|
| 1 | 1.1 | <p style="text-align: center;">A. General</p> <p>The Employer is: Dodoma Municipal Council</p> <p style="text-align: center;">P. O. Box 1249,</p> <p style="text-align: center;">DODOMA.</p> <p style="text-align: center;">Telephone No(s)</p> <p style="text-align: center;">Facsimile No.</p> <p style="text-align: center;">Email address:</p> <p>The Adjudicator is <i>[insert name]</i>.</p> <p>The Defects Liability Period is: 360 days for Improvement Works related to construction of culverts and masonry works.</p> <p>The Project Manager is: Municipal Engineer</p> <p style="text-align: center;">Dodoma Municipal Council</p> <p style="text-align: center;">P. O. Box 1249,</p> |

| | | |
|----|-----|--|
| | | <p style="text-align: center;">DODOMA.</p> <p style="text-align: center;">Telephone No(s)</p> <p style="text-align: center;">Facsimile No.</p> <p style="text-align: center;">Email address:</p> <p>Authorized representative is</p> <p>The name and identification number of the Contract is <i>[insert name and number as indicated in the Invitation for Bids (or Pre-qualification, if any)]</i>.</p> <p>The Works consist of carrying out improvement works followed by routine maintenance on the following roads</p> <p>1)(....km)</p> <p>2)(....km)</p> <p>3) Etc</p> <p>4)</p> <p>The Start Date shall be 15th December 2010 .</p> <p>The Intended Completion Date for the whole of the Works shall be 15th September 2011.</p> <p>The Site is located at Dodoma Municipality area and is defined in drawings.</p> |
| 2. | 2.2 | Indicate whether there is section completion is specified - The Improvement Works are to be completed within 90 days from start date. |

| | | |
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| | | |
| 3. | | |
| 4. | 3.1 | The language of the Contract documents is English . The law that applies to the Contract is the Tanzanian Law . |
| 5. | | |
| 6. | 12.1 | Include the Schedule of Key Personnel. - Site Agent - Road Overseer |
| 7. | 16.1 | The minimum insurance covers shall be: The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials [insert amount] ; (b) loss of or damage to Equipment [insert amount] ; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract [insert amount] ; and (d) personal injury or death [insert amount] . |
| 8. | 17.1 | No site Investigation Reports are available. |
| 9. | 24.4 | The other measures include: a. Minimising the number of migrant workers employed on the project and household in the site camp |

| | | |
|-----|-------------|--|
| | | <p>b. Providing access to voluntary counselling and testing (VCT)</p> <p>c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d. Providing condoms (male and female) to workers</p> |
| 10. | 26.1 & 54.1 | The Site Possession Date shall be 15th December 2010. |

| | | |
|------------------------|------|--|
| 11. | 30.2 | <p>Hourly rate of Fees payable to the Adjudicator is: <i>[insert hourly fee in Tshs.]</i></p> <p>Types of reimbursable expenses to be paid to the Adjudicator include: <i>[insert types of reimbursable expenses]</i>.</p> <p>a).....</p> <p>b).....</p> <p>c).....</p> |
| 12. | 30.3 | <p>Arbitration will take place at <i>[insert the place]</i> in accordance with rules and regulations published by ... <i>[state the institutions]</i> and <i>[insert rules and regulations]</i></p> |
| 13. | 31.1 | <p>Appointing Authority for the Adjudicator: <i>[Insert the name of Authority]</i></p> |
| B. Time Control | | |

| | | |
|---------------------------|------|---|
| 14. | 32.1 | The Contractor shall Submit a Programme for the Works within 15 days of delivery of the Letter of Acceptance. |
| 15. | 32.3 | The period between Programme updates is 30 days . |
| 16. | 32.3 | The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is:..... [State amount]. |
| C. Quality Control | | |
| 17. | 43.1 | The Defects Liability Period is 360 days for Improvement Works related to construction of culverts and masonry works.. |
| D. Cost Control | | |
| 18 | 53.1 | The interest rate shall be% above prevailing interest rate for commercial borrowing from the contractors bank |
| 19. | 53.1 | Minimum Amount of Interim Payment Certificate will be 15% of contract price |
| 20. | | |
| 21. | 57 | The contract is not subject to price adjustment in accordance with Clause 57 of the General Conditions of Contract. |
| 22. | 58.1 | The amount of retention is [state the percent] of value of works of Interim Payment Certificate'. |

| | | |
|--|--|---|
| | | Limit of retention will be <i>[insert percent]</i> of contract price. |
|--|--|---|

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|-----|------|--|
| 23. | 59.1 | The amount of liquidated damages is [insert the percent] <i>[Should be between 0.1 and 0.15 percent of contract price per day]</i> |
| | 59.1 | The maximum amount of liquidated damages must be equivalent to the amount of the performance security [state the amount]. |
| 24. | 60.1 | The bonus for early completion: NOT APPLICABLE. |
| 25. | 61.1 | The amount of advance payment shall be fifteen (15) percent of the contract sum payable within 30 days after receipt of advance payment application (with acceptable guarantee) from Contractor. |
| | 61.3 | Monthly recovery of Advance Payment:percent of amount of Interim Payment Certificate. |
| 26. | 62.1 | The Performance Security shall be for a minimum amount equivalent to 10 percent of the contract price. |
| | | E. Finishing the Contract |
| 27. | 61.1 | As built drawings: NOT APPLICABLE Operating manual: NOT APPLICABLE |

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| | | |
| 28. | | |
| 29. | 69.2 (g) | Number of days for which the maximum amount of liquidated damages can be paid is [insert number of days]. |
| 30. | 70.1 | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is[percent]. |

Section VI. Annex to the Particular Conditions - Contract Forms

Table of Forms

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Notification of Award Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Document

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works and Services known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____ (if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract;
 - (vi) the Specification
 - (vii) the Drawings; and
 - (viii) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and Services, and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and Services, and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security

Option 1: (Demand Guarantee)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works and Services] (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ [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]),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Option 2: Performance Bond

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the ____ day of _____, 20 _____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding,

including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works and Services] (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Retention Money Security

Demand Guarantee

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works and Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention

writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

SECTION VII: SPECIFICATIONS

Specifications are presented in 2 parts:

PART A: PERFORMANCE SPECIFICATIONS

PART B: SPECIFICATIONS FOR IMPROVEMENT WORKS

PART A

PERFORMANCE SPECIFICATIONS

Part A1: Basic concepts of Performance-based contracts

Part A2: Description of services to be provided

Output and Performance Specifications

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PART A1. Basic Concepts of Output- and Performance-Based Road Contracts

Performance-based contracting for the management and maintenance of road networks is a new concept designed to increase the efficiency and effectiveness of road maintenance operations. It is designed to ensure that the physical condition of the roads under contract is adequate for the needs of road users over the entire period of the contract - which is normally several years. This type of contract significantly expands the role of the Contractor, from the simple execution of works to the management and conservation of road assets.

In **traditional contracts for maintenance works**, the Contractor is responsible for the execution of works which are normally defined by the Road Authority or the Employer, and the Contractor is paid on the basis of unit prices for different work items, i.e., a contract based on "inputs" to the works. While this modality often brings improvement over force-account maintenance practices, the results are in many cases still less-than-optimal.

Under this traditional way of "contracting out" maintenance works, it has been observed that even if a lot of work is carried out and much money is spent, the overall service quality for the road user depends on the quality of the design given to the Contractor who is not accountable for it and the results are sometimes not satisfactory.

The Output and **Performance-Based Road Maintenance Contract** tries to address the issue of inadequate incentives. During the bidding process, contractors compete among each other by proposing a fixed monthly lump-sum fee per km of road to be paid to them. It is important to understand that contractors are not paid directly for "inputs" or physical works (which they will undoubtedly have to carry out), but for "outputs," i.e., the initial rehabilitation of the road to pre-defined standards (if so required by the bidding documents), the maintenance service of ensuring certain quality levels on the roads under contract and specific improvements (if so required by the bidding documents).

The monthly lump-sum remuneration paid to the Contractor covers all- physical and non-physical maintenance services to be provided, except for unforeseen emergency works which are remunerated separately. The Initial Improvement Works which have been explicitly specified by the Employer in the contract are quoted on the basis of measurable output quantities and paid as performed. Other initial works considered necessary by the Contractor to bring roads to the required service levels are included in the lump sum price for maintenance services and paid in relation to the Contractor's performance.

A1.2 Payment linked to performance

Maintaining a road network includes routine and periodic tasks. Routine maintenance consists of different operations frequently necessary to maintain the function of the road (such as grading, pothole repairs, cleaning of drainage, cutting of vegetation, etc.).

Periodic maintenance consists of predictable and more costly measures of a less frequent nature designed to avoid road degradation (such as reshaping and regravelling etc.) Intelligent management, the timeliness of interventions and the adequacy of technical solutions are critical.

Road conditions can be expressed through service quality indicators, and these are used under the performance-based contract to define and measure the desired performance of the Contractor. In the Performance-Based Management and Maintenance Contracts, the service level indicators are thus the accepted minimum thresholds for the quality of the roads for which the Contractor is responsible. In order to be entitled to the monthly payment for maintenance services, the Contractor must ensure that the roads under contract comply with the required service quality levels specified in the contract document.

The agreed monthly payment for maintenance works and services is made to the Contractor if he has complied, during the month for which the payment is to be made, with the agreed service quality levels on the road network under contract. Together with his monthly invoice, the Contractor will report the result of his own evaluation of compliance with the required service levels, based on his own monitoring system which is mandatory. His statement is then verified by the Employer or his representative (supervision consultant) through inspections. If the service quality levels are not met,

payments are reduced, based on a schedule given in the contract. Payments may even be suspended, and the contract cancelled, if the contractor fails during an extended period to achieve certain minimum thresholds values of service levels. The contract describes the formulas used to calculate payment reduction and potential contract suspensions.

It is possible that during some months, particularly during rain seasons, a substantial amount of physical works will be needed in order to comply with the required service levels and very little work during other months. Yet the monthly payment remains the same as long as the required service levels are complied with.

A1.3 Service Quality Levels

Service quality levels are defined from a road user's perspective and are grouped into 4 categories:

1. Accessibility
2. Average Travel Speed
3. Ride Quality and
4. Road Durability

If the service quality is not achieved in any given month, the payment for that month is reduced or, in the case of prolonged non-compliance, even suspended. So under the performance-based contract, the Contractor has a strong financial incentive to be efficient. In order to maximize profits, he must reduce his activities to the smallest possible extent through careful planning and resource management, but which nevertheless ensure that pre-defined outputs (measured indicators of service level) are achieved and maintained over time.

A1.4 Management aspects

OPRC contracts require Contractors with good management capacity. Here, 'management' means the capability to define, optimize and carry out in a timely fashion the physical interventions which are needed in the short, medium and long term, in order to guarantee that the roads remain above the agreed service quality levels. In other words, within the contract limitations and those required to comply with local legislation, technical and performance specifications and environmental and social regulations, the Contractor is entitled to independently define: (i) what to do, (ii) where to do it, (iii) how to do it, and (iv) when to do it.

The role of the District engineer is to enforce the contract by verifying if the agreed service levels have been complied with, as well as all other legislation and regulations the Contractor must comply with.

Under the terms of the contract, the Contractor is responsible for the continuous monitoring and control of road conditions and the service levels for all roads or road sections included in the contract. This is not only necessary to fulfil the contract requirements, but is an activity which provides the Contractor with the information needed to (i) know the degree of his own compliance with service level requirements, and (ii) define and plan, in a timely fashion, all physical interventions required to assure that service quality indicators never fall below the indicated thresholds.

The Employer does not issue instructions to the Contractor regarding the type and volume of works to be carried out. Instead, the Contractor has to decide what to do and the most efficient way of doing it to achieve required service quality levels. Thus the Contractor is encouraged to seek efficiency gains, as mentioned earlier, but also to try out new techniques.

A1.5 Design by Contractor

One fundamental feature of the performance-based contract is that the Contractor is responsible for designing and carrying out the actions he believes are necessary in order to comply with the service quality levels stated in the contract. Procurement requires good technical preparation to ensure bidders have a good set of technical information on actual road conditions. If Initial Works are required, the Employer needs to define the level of quality (or standard) to be achieved by the Contractor for delivery and completion during this initial phase of the contract. If improvement works are sought, a well-designed bill of quantities defining specific outputs for bidders to price and, later on, allow measurement and payment of the Contractor, is important. Although impossible to quantify in advance, provision for Emergency Works is sometimes also necessary.

An important area requiring careful consideration is the definition of the Initial Works needed to bring roads up to a standard where performance based maintenance can be sensibly applied. The Employer will give the scope of the work required in the bidding documents, but the Contractor will make his own independent assessments and price this in the conventional way. However, the Employer will set a limit on the proportion of Initial Works

that can be included in the total price for Initial Maintenance Services combined. This is to limit the possibility of Contractors distributing risk away from the performance based maintenance part of the contract.

If Initial Improvement Works are not specified in the bidding document, it does not mean that the roads in the contract are necessarily already at the required standards. In some cases the Contractor may consider the estimates made by the Employer inadequate for achieving the required service quality levels. The Contractor himself is required to determine the exact nature of the works, their timing, their cost and the method to be used for their execution and make adequate provision in his bid.

The Contractor is paid according to his ability to meet the service levels over the timescale given for compliance in the contract.

A1.6 Bid pricing

Bidders present financial offers for:

(i) the improvement works (if so required and for the improvements indicated in the bidding documents) in the form of unit prices for outputs of each type of improvement works; payments for improvements are made in accordance with quoted unit prices for those outputs; and

(ii) the maintenance services in the form of a monthly lump-sum payment demanded by the bidder according to the conditions of contract. This lump-sum also includes Initial Improvement Works considered necessary by the bidder but not already covered in (i) above. The lump-sum for maintenance services is a monthly amount applicable throughout the duration of the contract;

A1.8 Potential benefits of Performance-based contracts

The beneficiaries of the new concept are the road users, the Road Authority, and the contractors or other private sector enterprises. In a wider sense, future generations will benefit from a better preservation of past investments in roads. Road users are in a better position to know the service level they can expect in receipt for the payments they make for the use of the infrastructure.

The Road Authority should benefit by obtaining better overall road conditions at the same level of expenditures. For contractors and other private sector enterprises, the new type of contracts should open up new business opportunities, in which longer contract periods provide a more stable business environment. But it may be the future generations who will perhaps benefit most, since they will not have to pay for the reconstruction of roads destroyed because of a lack of maintenance today.

It is expected that the use of performance-based contracts will unleash significant efficiency gains, and stimulate innovation in comparison with traditional road maintenance practices. The objective of the pilot project is to quantify those benefits and to provide the basis for further deployment of performance-based contracts across the network.

PART A2. Description of Services to be Provided

2.1 General Specifications

2.1.1 Scope of Services to be provided

Notwithstanding the provisions of Clause 7 of the contract, the services to be provided by the Contractor include all activities, physical or others, which the Contractor needs to, carry out, in order to comply with the Service Levels and other output and performance criteria indicated under the contract, or with any other requirements of the contract. In particular, they include management tasks and physical works associated with the following road-related assets and items:

- (a) Road surface
- (b) Drainage structures
- (c) Vegetation control
- (d) Slopes (cuts and embankments)

2.1.2 Description of the project area

The project roads are in Dodoma Municipality and the network to be covered will comprise of the roads outside urban area (district and feeder roads). Dodoma municipality covers an area of 2,769sq km with an estimated population of 485,000 people (2009). It has a dry savannah type climate which is characterised by a long period of dry season (April to late November) and a short single wet season between December to early April. The average rainfall is 550-600mm annually. Due to unrealistic rainfall the municipality has scanty vegetation such as herbs, grasses as well as conspicuous baobab and acacias trees. Most of the land is used for subsistence agriculture, grazing and forest reserves.

The road network under the jurisdiction of the Dodoma Municipal Council totals 524.1 km of which 127.9 km are urban roads, 139.5km are district roads and 256.7 km are feeder roads.

2.1.3 Description of the Roads included in Contract

The roads included in the contract are the following:

- 1)(km)
- 2)
- 3)

[provide detailed listing of roads and/or road sections included in the contract, with precise description of the beginning and end of each section].

2.1.4 Reference Information

As a general reference, the information shown below is provided to the Bidder. The Employer provides this information to the best of his knowledge, but does not guarantee its correctness, and the Contractor may not make any claim based on potential errors or omissions in the information provided.

Motorised Traffic levels and composition

Information has been provided in ranges based on qualitative assessments made in from June to August 2010. No traffic counts have been taken. The volumes of traffic on these roads are very low and usually less than 30 vehicles per day. The traffic is mainly composed of light goods vehicles and Non Motorised Transport

Travel width

The current travel width of the roads under this project range from 3.5m to 4.5m.

Road Condition and Surface Type

The roads are mostly of earth standard with sections that have been spot gravelled. Their conditions differ from bad to good.

2.1.5 Design Criteria for Improvement Works

(e) All Improvement Works shall be designed to make the roads passable and ensure basic access for the most part of the year.

2.1.6 Improvement Works to be carried out by Contractor

All works necessary to bring roads to required service levels fall within the scope of Initial Improvement Works or maintenance services.

Based on an assessment of road conditions in 2010, the Employer has estimated that the following Initial Improvement works will be required:

- Light reshaping and spot gravelling : (insert distance in km here)
- Culvert repairs and culvert extensions: (Insert length in Metres)
- Installation of new culverts (insert numbers 60cm or 90cm)
- Potholes filling (area in metres)
- Bush clearing
- Vegetation control
- Grass weeding

Other works needed to bring roads to the required service levels, not included in the item for Initial Improvement Works, shall be included in the lump sum price for Maintenance Services. Contractors are solely responsible for estimating the type and quantity of additional Initial Improvement Works. During the execution of the contract the Contractor shall not be entitled to make claims for any improvement works not foreseen at the time of bid preparation.

The time for completion of the improvement works is stated in the SCC.

2.1.6.1 List of Documents Related to Improvement Works

The following documents are specified in accordance with sub-clause 8.4.1 of the GCC:

-
1. Strip maps showing the locations where the improvement works will be required;
 2. Specifications for Improvement works

2.1.6.2 Payment for Improvement Works

The Improvement Works indicated above will be remunerated based on the unit prices shown in the Bill of Quantities. The Contractor will invoice Improvement Works as part of the Monthly Statements and in accordance with the Improvement Works actually carried out and measured by unit price as stated in the Bill of Quantities.

2.1.7 Quality of Materials to be used

Notwithstanding the provisions of Clause 30 of the GCC, the materials used by the Contractor shall comply with specifications to be used for Improvement works.

2.1.8 Functions of Key Personnel

The Contractor will provide as a minimum the following permanent key personnel:

- Site Agent – An experienced engineer to oversee all contractual and operational functions of the contract.
- Road Overseer – An engineer or experienced technician to head the self-control unit and direct and oversee the day-to-day planning and site operations of the contract including staff and public safety issues, the free flow of traffic, liaising with the public and reporting to the project manager. He will also decide what works have to be carried out and supervise the labour force to ensure quality and adherence to the service levels, as well as the duties described in **A2.1.5 and 2.1.13** Specification of Service Quality Criteria

2.1.9 Specification of Service Quality Criteria

For the purposes of this contract, same service levels are required for all roads.

2.1.10 Methods of Inspection of Service Levels

a) Formal Inspections of Service Levels

Formal inspections will be carried out jointly by the Project Manager and the Road Engineer/technician at the end of each month. The main purpose of the formal inspections is to enable the Project Manager to verify the information presented in the Contractor's Monthly Statement with the actual observed and measured conditions on the site. The Project Manager will prepare a brief Memorandum describing;

- (i) the general circumstances of the site visit, including date, road sections visited, persons present, etc.,
- (ii) any non-compliance which may have been detected, and
- (iii) the time granted by the Project Manager to the Contractor to remedy the detected defects. Based on the outcome of the formal inspection, the Project

Manager will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and present it to the Employer for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the time frame granted by the Project Manager and specified in the Memorandum.

b) Informal Inspections of Service Levels

The Project Manager may carry out informal inspections of Service Levels as part of his general mandate given to him by the Employer. He may do so on his own initiative, at anytime and anywhere on the roads included in the contract. If he detects any road sections where the Service Level criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible. The results of informal inspections may not be used by the Project Manager for purposes of correcting the Contractor's monthly statements or applying penalties, except for cases in which the traffic flow on the road has been completely interrupted.

2.1.11 Timetable for Compliance with Service Level Requirement

In order to respect the Contractor's initial mobilization period, compliance with the service levels will be introduced gradually as shown in Table A2.2.

| Table A2.2 Timetable for Compliance with Service Level Requirements | | | |
|--|---|---|--|
| Contract Month | Road Safety Compliance required on % of contract road | Road Usability Compliance requirement on % of contract road | Durability Compliance required on % of contract road |
| 1 | 50 | 50 | 50 |
| 2 | 100 | 75 | 75 |
| 3 | 100 | 100 | 100 |
| 4 until end of Contract | 100 | 100 | 100 |

2.2 Specification for Service Quality Criteria

The Service Level criteria will be the same for all roads under this contract.

2.2.1 Usability of the Road

The contractor will have to ensure the road is open to traffic and free of interruptions at all times. The vehicle should not have to stop at any point and engage first gear (except for non-road related reasons). Permitted exceptions are:

- the interruption of traffic following an accident or breakdown which renders the road impassable to other road users. However, in such situation the Contractor is required to act quickly to restore traffic flow within 6 hours
- the closure of the road due to localized flooding at a drift, bridge or culvert location during the flood event itself, up to the moment when water depth has receded below road level.

2.2.2 Average Traffic Speed and Road User Comfort

The contractor has to ensure that a vehicle of the type Toyota Hilux Double Cabin Pick-up, 2.8D or equivalent is able to circulate in a safe speed of 40kph. Rut and potholes should not have depths of more than 10cm.

2.2.3 Durability Measures

Drainage

In general terms the contractor must ensure that all drainage elements and structures are without obstructions which may reduce their normal cross-section and impede the free flow of water.

The Service Level requirements for drainage systems and drainage structures are shown in Table A2.4. Compliance will be determined by Visual Inspection.

| Table A2.4 Service Levels for Drainage | | |
|---|----------------------|--|
| Item | Service Level | Time Allowed for Repairs and Tolerances |

| | | Permitted |
|--|--|--|
| Side drains, ditches, mitre drains and unlined vertical drains | Must be clean and free of obstacles | <p>Tolerance permitted:</p> <p>Siltation/Obstructions must less than 50mm in depth.</p> <p>Siltation/Obstructions must be cleared within 7 days after detection.</p> <p>Damages must be repaired within 3 weeks after detection.</p> |
| Culverts and access drifts | Must be clean and free of obstacles and without structural damage. Must be firmly contained by surrounding soil or material. | As above |
| Scour checks and other erosion protection structures | Must be de-silted, structurally sound and firmly contained in surrounding soil or material. | As above |

Vegetation

This section specifies the Service Levels to be complied with in the case of vegetation growing within the right-of-way/ road reserve.

Vegetation is to be controlled to the heights, at the locations and with the restrictions as set out in Table A2.5. Compliance will be measured with a tape measure.

| Table A2.5 Vegetation Control Types | | |
|--|--|---|
| Type | Height (mm) | Features applied to: |
| 1. Vegetation Free Zone. | 0 | Carriageway, shoulders and structures. |
| 2. Inner vegetation zone: from edge of shoulders to back of side drain/ditch or 2m away from edge of shoulder on straights and outside of curves, and 5m on the inside of curves. Also control of vegetation around street furniture and other features. | 25 (min) to 150 (max) | Road verges and large vegetated areas, including surface water channels with longitudinal gradients $\geq 3\%$. Also vegetation control around: <ul style="list-style-type: none"> • Marker posts • Signposts • Bridge and culvert markers • Guardrails • Bridge abutments • Cross culvert ends and headwalls • Inner side drains |
| 3. Outer vegetation zone, excluding zone 2. | 50 (min) to 300 (max) | Bush clearing and vegetation control around: <ul style="list-style-type: none"> • Marker posts • Access culvert ends and headwalls • Outer side drains • Channels with gradients $\leq 3\%$. |
| 4. Growth encroaching into Vegetation Free Zone from the side or top. | Must be removed if within 5m above the road surface. | Applies to vegetation control including trees, scrub or branches hanging over the zone. |

Structures

The Contractor is responsible for the routine maintenance of all head walls/wing walls and similar structures along the contract road.

2.2.4 Variations and Gradual Compliance with Service Levels

In order to respect the Contractor's initial mobilization period, compliance with any of the service level criteria is not expected until: after sixty (60) days after contract signing.

The following table summarizes the variations and gradual compliance requirements with service levels over time:

TIMETABLE

| Timetable of compliance with Service Level requirements | | | | |
|---|--|---|---|---|
| No. months since beginning of Contract | Usability of the road(s) Compliance required on <i>(% of total length of roads under contract)</i> | Average Traffic Speed Minimum safe traffic speed which can be maintained <i>(in Km/h)</i> | Road User Comfort Compliance required on <i>(% of total length of roads under contract)</i> | Durability of the road(s) Compliance required on <i>(% of total length of roads under contract)</i> |
| 1 and 2 | No minimum set | No minimum set | No minimum set | No minimum set |
| 3 to 5 | 100 | 40 | 50 | 50 |
| 6 until End of contract period | 100 | 40 | 100 | 100 |

2.2.5 Means used for Inspection of Service Levels

For the formal inspections of compliance with Service Levels, the Contractor's Self-control Unit will work in close collaboration with, and under supervision of the Project Manager. The physical means needed for the inspections will be **provided by the Contractor**; they are the same which are normally used by the Self-control Unit for the continuous self-evaluation of the Contractor's compliance, in particular:

- (a) Vehicles of the following type: Toyota Hilux Double Cabin Pick-up, 2.8D or equivalent. The vehicle must be in good condition and must be in conformity with its original factory specifications, without any alterations which would change its driving characteristics.
- (b) Qualified and support staff including the Contractors Road Engineer/Technician responsible for the Self-control Unit plus two helpers.

-
- (c) All tools and instruments needed, as indicated in the paragraphs describing the methodologies for inspection.

2.2.6 Methodologies to be used for Assessing Service Levels

(a) Usability of the Road(s): There is no particular testing method for the usability of a road, other than driving on the road in a normal manner, utilizing the type of vehicle indicated in the previous paragraph. The condition is not complied with if the road is interrupted at any point. The condition is however complied with if it is possible to continue to drive on the road, and without the vehicle suffering any damage caused by the bad condition of the road.

[Note: For example, if the vehicle hits an obstacle on the road surface which causes damage to the exhaust system, the conditions is obviously not complied with. On the other hand, if there is a landslide which covers one half of the road, but it is easily possible to pass the area on the other side of the road, the condition is complied with.]

(b) Average Traffic Speed: When verifying the Average Traffic Speed, the first step is to define the road sections to be tested. The lengths of the test sections should be equivalent to at least one half hour driving time (e.g. 20 km lengths for a required average speed of 40 km/h). The second step is to travel on the defined test section in a normal and safe fashion, in the vehicle provided by the Contractor and driven by a driver provided by the Contractor. The driver must at all times respect the traffic regulation, in particular speed limits. The time of unforeseen stops which are unrelated to the road condition (such as checkpoints, breakdowns or other incidents) is to be deducted from the overall travel time. Except for normal and obligatory slowdowns and stops (at intersections, speed limits, stop signs, pedestrian crossings, village crossings, etc.), the travel speed should never be constrained by road conditions to less than a certain minimum speed given in the contract, and the average travel speed which can be maintained on the defined road section should be above the threshold value which is given in the Summary Table further below in the Technical Specifications.

In any case, the safety of the passengers of the test vehicle, as well as the safety of other road users, must never be put in danger. The judgment of whether a speed is safe or not is left to the Project Manager.

At the end of the test, the vehicle used must not have suffered any mechanical damage due to the speed of travel, which may have been excessive given the condition of the tested road section. If the vehicle has suffered such damages, the test is negative and the service level has not been complied with.

(c) Rut and pothole depth: Rut and pothole depth is one of the criteria for “Road User Comfort”. They will be checked at road sections selected by the Project Manager based on visual appearance. Measurement is carried out by placing a ruler or straight edge (two meters long) on the road surface, placed at any angle on the road at a place determined by the Project Manager, and measuring the space between the ruler/straight edge and the lowest point of the rut.

The maximum rut/pothole depth will be recorded and if this exceeds the criteria for rut depth stated in the Summary Table below the one-kilometre section in which the ruts are located will be judged non-compliant.

d) Drainage

The cleanliness and condition of drainage structures (including ditches, Irish crossings and all other types of drainage devices) is part of the criteria for the “Durability of the Road”. It is verified on a regular basis, in particular before and during the rainy season. The drainage structures to be verified are determined by the Project Manager. Inspection is done visually.

The basic principle used to determine the cleanliness of drainage structures or devices is “the percentage of the theoretical cross-section of the structure or device which is unobstructed”. This percentage is specified in the Summary Table above. For a one km road section, the cleanliness of drainage ditches must be verified at least on two subsections of 50 meters each.

For any one km section of the road, compliance with this criterion requires that (i) all drainage structures are clean in the sense defined above; (ii) all structures and devices are structurally sound, based on the judgment of the Project Manager.

e) Vegetation

The height of vegetation, and its clearance above the road surface, is part of the criteria for the “Road User Comfort”. They will be measured at road sections selected by the Project Manager based on their visual appearance. The height is measured by using a ruler; it is defined as the vertical distance between the ground and the highest point of the vegetation. Clearance is also measured with a ruler; it is defined as the distance between the lowest point of the tree (or other plant) above the road surface.

The maximum height of vegetation should not be greater than 30cm at any section selected by the Project Manager.

For any one km section of road, compliance with this criterion requires that the vegetation height measured within the section of one km is below the maximum value stated in the contract.

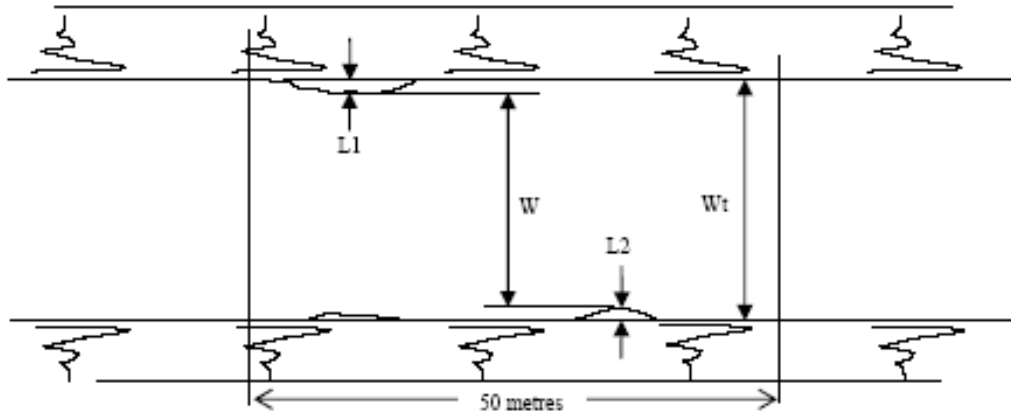
(f) Other surface degradations: Other surface degradations are part of the criteria for “Road User Comfort”. They will be measured at road sections selected by the Project Manager based on their visual appearance. Individual surface degradations (such as potholes) are measured by using a standard ruler. The “equivalent diameter” is defined as the average of the greatest dimension of the degradation and a second measurement taken at right angles to the first.

For any one km of road, compliance with this criterion requires that (i) no individual surface degradation (other than ruts and corrugation) has an “equivalent diameter” of more than the maximum value specified and (ii) the number of individual degradations on a one km section is less than the threshold specified value shown in the Summary Table below.

(g) Useable road surface width: The useable road surface width is part of the criteria for the “Durability of the Road”. It will be measured at road sections selected by the Project Manager based on their visual appearance, in particular at places where erosions or other degradations exist which restrict the useful width of the road. The useful width is measured by using a measuring tape and/or rulers.

For any one km section of the road, the Project Manager will select one 50-meter subsection where the measurement will take place. Within that subsection, the Project Manager will select on each side of the road the individual degradation which constitutes the largest restriction of the useable surface. For each of those two points, he will then measure the distance (L) between the theoretical edge of the useable road surface (based on the useable road width specified in the contract) and the innermost

point of the degradation, obtaining two values (L1 and L2). The actual useable road surface width is obtained by subtracting (L1 + L2) from the theoretical road surface width specified in the contract. (refer to diagram below). If either of these criteria is exceeded the one-kilometre section in which they are located will be judged non compliant.



For any one km section of road, compliance with this criterion requires that there is no sub-section of 50 meters in which the actual useable width (shown as W in the drawing) is less than the width specified in the Summary Table below (clause 2.3.6), minus the tolerance allowed as indicated in the Summary Table.

2.4 Program of Performance

In accordance with clause 17.2 of the GCC, the Contractor shall submit a Program of Performance within twenty-one (21) days after the signing the contract agreement. The program shall include, but not be limited, to the following items:

2.5 Monthly Statement

The Monthly Statement to be submitted in accordance with sub-clause 49.1 shall have the format shown in the next page.

The compliance (or non-compliance) of the Contractor will be reported by the Self-control Unit to the Project Manager in the form of tables for which a mandatory standard format is adopted. There is one table for each road or road section. The tables are part of the Contractor's monthly statement, and they may be complemented by comments for which a specific format is not required. The format of the mandatory standard table is shown in Table 2.2.2.:

Sample Specifications for OPRC

Monthly Statement for Contract

Contract Name

Road or road section:

Road A and Road B

Required Service Level

Very Good

Contract Month: 12 (September 20..)

Length of road at required service level (km)

34.8

| Service Level Criteria | Required compliance | | Actual compliance | | | | Non-compliance | | Payment Reduction |
|-------------------------|---------------------|-----------------|--|---------------|------------|--|-----------------------------------|-------------------------|-------------------|
| | Target | Km ¹ | Compliance criteria | Road A | Road B | Total length compliant (km) ² | Length non-compliant (3) (1-2) | % Payment reduction (4) | |
| 1. Road Usability | 100% | 34.8 | Interruption to traffic (km days) | 100% | 100% | 34.8 | 0 | 1% | 0 |
| 2 Average Traffic Speed | 40 kph | | Average speed (per 5 kph below target) | 60 kph | 60 kph | 34.8 | 0 | 1% | 0 |
| 3. Durability | 38% | 13.2 | Vegetation height | 18 | 16.8 | 34.8 | 0.00 | 25% | 0 |
| | | | Vegetation clearance | 18 | 16.8 | 34.8 | 0.00 | 25% | 0 |
| | | | Useable road width | 6 | 3 | 9 | 4.22 | 10% | 0.42 |
| | | | Longitudinal profile | Not evaluated | this month | 34.8 | 0.00 | 10% | 0 |
| | | Drainage | 12 | 7 | 19 | 0.00 | 50% | 0 | |
| | | | | | | | | Sub total | 0.42 |

| | |
|-------|------|
| TOTAL | 2.27 |
|-------|------|

Length in km for payment at this service level this month: 32.53

Payment Summary – Contract OPRC/1

Contract month: 12

| Service Level | Network km | Penalty km | Km for payment this month |
|------------------------------|------------------------------|---------------|---------------------------|
| VERY GOOD | 34.8 | 2.27 | 32.53 |
| GOOD | 87.1 | 5.62 | 81.48 |
| FAIR | 99.6 | 7.30 | 92.3 |
| TOTAL | 221.5 | 16.19 | 206.31 |
| Total payment due this month | Rate per km x km for payment | | |

Table 2.2.2

STANDARD REPORTING TABLE FOR COMPLIANCE WITH SERVICE LEVELS (for unpaved roads)

Contract No.:

Date of inspection:

Contractor :

Persons present :

Road section :

INSPECTION OF SERVICE LEVELS FOR THE MONTH OF
.....20...

| SECTIONS | | CRITERIA | | | | | | SUB-CRITERION |
|-----------|-----------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|---|
| | | ROAD USER COMFORT | | USABILITY OF THE ROAD | | DURABILITY OF THE ROAD | | |
| From | To | Complied with | Not complied with | Complied with | Not complied with | Complied with | Not complied with | |
| [specify] | [specify] | [insert cross "x" or leave empty] | [insert cross "x" or leave empty] | [insert cross "x" or leave empty] | [insert cross "x" or leave empty] | [insert cross "x" or leave empty] | [insert cross "x" or leave empty] | [specify sub-criterion not complied with] |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Usability of the Road: [insert "complied with" or "not complied with"] **Traffic Speed:** [Insert "complied with" or "not complied with"]
..... km/h [insert average speed measured, if available]

Prepared by Contractor

Certified by Employer or his agent

..... [Name & Signature]..... [Name & Signature]

2.6 Procedures for Inspection

The visual inspection will be undertaken as part of the Formal and Informal inspections. The criteria for Service Levels will be checked at sections selected by the Project Manager based on visual appearance. The Project Manager shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometre section in which the deficit occurs will be judged non-compliant.

2.7 Payment Reductions and Liquidated Damages

In accordance with the relevant clauses of the Conditions of Contract, Payment Reductions are applied in case of non-compliance with Service Level requirements, while Liquidated Damages are applied in the case of non-compliance with required Repair, Maintenance and Emergency Works.

The results of each formal inspection of the Service Levels and other performance criteria will be recorded by the Project Manager in the form of a Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the standard tables provided by the Contractor as part of the monthly statement. For each individual case of non-compliance, the Project Manager will determine a date by which the Contractor must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Project Manager, or soon thereafter, in order to verify that the Contractor has indeed remedied the cause of non-compliance.

If at the date indicated in the Memorandum, the Contractor has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Contractor is subject to Payment Reductions in accordance with the relevant clauses of the Conditions of Contract.

Payment Reductions are variable over time. If the Contractor fails to remedy a cause of non-compliance for which a payment reduction has already been applied, the amount of the payment reduction increases month by month for that particular cause of non-compliance, without a ceiling being applied, until compliance is established. The calculation of the initial (first month) amounts of payment reductions, and the formula for their adjustment over time, is to be based on the following rules given in Table A2.7.

Liquidated damages are to be applied in relation to execution of the initial Improvement Works as detailed in Clause 39.2 of the SCC. The time for completion of the initial improvement Works is given in Clause 39.1 of the SCC.

| TABLE A2.7 | CONDITIONS FOR APPLICATION OF PAYMENT REDUCTIONS | UNIT RATES FOR NON COMPLIANCE |
|---|--|--|
| Road Usability | Interruption of motorized traffic (light and/or heavy vehicles) anywhere along a road or road section | 20% of the monthly lump sum for the entire road and all other affected roads included in the contract for each day of non-compliance |
| Average Traffic Speed and User Comfort | <ul style="list-style-type: none"> - Average traffic speed on road or road section is below the required threshold value - rut, pothole and similar surface degradation depth is above the threshold value. The surface of any individual pothole or other surface degradation is above 1m² | <ul style="list-style-type: none"> 10% of monthly lump sum , applied to the entire road for each step of 5km/h below the threshold 50% of the monthly lump sum for one km applied to each one km section which does not comply |
| Drainage | <i>Cleanliness and condition of drainage structures (lateral ditches):</i> For a one-km section, to be determined for subsections of 50 m each. If unacceptable obstructions exist in more than one subsection, the one-km section does not comply | 30% of the monthly lump sum for one km, applied to each one-km section which does not comply |
| Vegetatio n | <i>Vegetation height (maximum):</i> The maximum height measured anywhere in a one-km section is above the threshold value | 20% of the monthly lump sum for one km, applied to each on-km section which does not comply. |
| | <i>Vegetation (clearance above road):</i> The vertical clearance between the road surface and the lowest point of tree or other plan is less than the threshold value | 10% of the monthly lump sum for one km, applied to each on-km section which does not comply. |

Note: (i) The Unit Rates of payment reductions ("PR_u) shown in the above table are applicable during the first 30 days of non-compliance.

(ii) If the non-compliance has not been remedied within thirty days, liquidated damages for periods beyond 30 days are calculated based on the following formula:

PR = 2ⁿ PR_u considering:

J = number of days of non-compliance, and $n = \left\{ \frac{J-1}{30} \right\}$ rounded up to full number (without decimals)

PART B

SPECIFICATIONS FOR IMPROVEMENT WORKS

Specifications for Initial Improvement Works related to this contract are:-

1.0 PRELIMINARIES & GENERAL

a) The specifications are to be read in conjunction with the General Conditions of contract to which the Contractor is referred for the full meaning of each clause and allowance must be made in the tender prices, for compliance therewith.

b) The Tender Drawings, together with such other drawings as may be issued by the engineer, form part of the Specifications. The specification and workmanship shall be governed by the following in order of preference:

- (i) Specifications as detailed on the Contract Drawings
- ii) Specifications and workmanship as detailed in this document.

Where the Specifications and Drawings describe portions of the works in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labour, material, tools, equipment and incidentals, and do all the work involved in executing the Contract in satisfactory and workman like manner.

c) The Contractor shall mobilise all plant and equipment agreed in the Contract Agreement not later than 21 - 30 **days** following the commencement date of the Contract. The Contractor shall demobilise all plant and equipment prior to issuing the certificate of final completion.

d) Any measures necessary for the safety and convenience of the public will be the responsibility of the Contractor who shall treat them as of prime importance.

The Contractor shall provide flagmen, signs, fences, barriers and lights for the proper direction of traffic, as directed by the Engineer and shall comply with all regulations governing such matters.

e) Where it is necessary to divert traffic from an existing road, detours shall be constructed on the alignment indicated by the Engineer. The standard of construction and the vertical and horizontal alignment shall be to the satisfaction of the Engineer. The maintenance of detours will be the responsibility of the Contractor and shall adequately provide for the comfort, convenience and safety of the public.

f) The supply of suitable water for construction purposes and water and power supply for the Contractor's office and camp will be the Contractor's responsibility.

g) The contractor shall erect two (2) number 'project information boards' of standard and with words as shown on the drawing and at locations to be directed by the Engineer.

Payment

The lump sum tendered in *Pay Item No. 1* for 'Preliminary & Generals Item' shall include for all plant, labour and materials necessary to carry out the above works and for all other incidentals and necessary thereto. The sum tendered for this item will be paid in equal monthly instalments over the contract period.

2.0 ROAD SURFACE MAINTENANCE

2.1 Grass cutting/weeding

All grass and vegetation growing on the carriageway including shoulders will be cut to a height not greater than 5cm or weeded as per direction of the engineer. Remove all grass cuttings from the road and spoil away to at least 1.0m clear of the outside edge of the drain.

Measurement and Payment

The area of grass cutting/weeding shall be measured in square metres and paid at the unit rate entered in the BoQ pay item 2.1. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

2.2 Filling of potholes and gullies

Potholes and gullies etc. shall be filled immediately they become a danger to traffic or threaten the stability of the road. All potholes with distortion of more than 15 cm measured from a 2 m straight edge should be patched as soon as possible.

Emphasise scheduling before and immediately after the seasonal rains. The material to be used for filling of potholes and gullies shall be the same material that is on the road surface unless directed otherwise by the Engineer

Measurement and Payment

The material used for filling of potholes and gullies shall be measured in cubic metres and paid at the unit rate entered in the BoQ pay item 2.2 The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

2.3 Light grading

Light grading shall be done by motor grader to restore a smooth riding surface, camber and crossfall by removing high spots and moving the loose material to fill potholes, corrugations and wheel ruts.

Grading must be carried out over the full width of the road between shoulder / drain break-points. The blade shall be angled to maintain and / or restore adequate camber of not less than 3 %, but preferably 6 - 10 %. If the camber after blading is less than 3 %, the work must be repeated. The number of passes per km will vary according to the width of the blade and the width of the road.

Measurement and Payment

The length of the road that has been light graded shall be measured in linear kilometres or fraction thereof and paid at the unit rate entered in the BoQ pay item 2.3. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

2.4 Heavy grading

Heavy grading consists of scarifying and cutting to the bottom of deformations and then reshaping the surface to restore the correct camber and crossfall. It requires the use of a motor grader

Heavy grading must be carried out over the full width of the road between shoulder / drain break-points. The road surface shall be scarified or cut to the full depth of potholes, corrugations and other surface defects. Loose material shall be graded to reshape the camber of the road with an 8 - 10 % crossfall. If the camber after the reshaping is less than 8 %, the work must be repeated.

Measurement and Payment

The length of the road that has been heavy graded shall be measured in linear kilometres or fraction thereof and paid at the unit rate entered in the BoQ pay item 2.3. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

2.5 Spot gravelling

This is for repairing of road surface by isolated, full width regravelling of short sections of defective road surface to improve wearing strength, bearing capacity, reduce slipperiness, and provide gravel cushion over rocky surface and to protect sub-grade materials against erosion.

Gravelling must be carried out over the full width of the road between shoulder/ drain break points. Only gravel from gravel pits authorised by the Engineer must be used. The road surface shall be prepared before spreading gravel to remove isolated defects. Gravel shall be spread to give a uniform loose gravel thickness of 10cm to 15 cm and to a camber of 8-10%, as directed by the Engineer. Crossfall and thickness of gravel spread will be controlled by means of camber board and string lines set to the finished levels at the road edge and the centre line of the road.

Measurement and Payment

The work shall be measured in cubic metres, being the amount of gravel used, and paid at the unit rate entered in the BoQ pay item 2.3. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

3 DRAINAGE MAINTENANCE

3.1 De-silt side and mitre drains

Remove all debris, silt and vegetation from all drains in order to keep them clean and functional. At the same time maintain a proper gradient (slope) in order to avoid silting or

erosion. The work includes clearing all side and mitre drains of all debris, silt and vegetation together with the safe disposal thereof outside the formation width and to maintain all the drains in a clean and free-draining condition at all times. In general the drains are to be retained to as near constructed depth, shape and gradient as possible to ensure drain-ability and to avoid silting and erosion.

Measurement and Payment

The lengths of side and mitre drains de-silted shall be measured in linear metres and paid and paid at the unit rate entered in the BoQ pay item 3.1. The unit rate shall be full compensation for labour, equipment and transport for work prescribed.

3.2 Clean culvert inlet/outlet ditches

To clean and reshape the inlet and outlet ditches of culverts to allow for free flow of water. The bottom of the ditch shall be cleaned of silt and debris to a flat bottom width not less than the width of the culvert barrel. The gradient of the ditch bottom shall be checked by boning rods or stringline levels and recut to ensure a continuous slope of not less than 1% to the ditch outlet. Side slopes of the ditch shall be reshaped and trimmed to provide smooth and stable side slopes.

Waste material from ditch cleaning shall be spread 1 m clear of the edge of the ditch or removed clear of the road and deposited in a safe location.

The Engineer will indicate the culverts inlets/outlet ditches to be cleaned.

Measurement and Payment

The quantity of excavated material shall be measured in cubic metres and paid at the unit rate entered in the BoQ pay item 3.2. The unit rate shall be full compensation for labour, equipment and transport for work prescribed.

3.3 De-silt culverts

For cleaning siltation and debris from culvert barrel and inlet / outlet structure to ensure free passage of water. All silt and debris shall be removed from the barrel and the inlet and outlet apron areas. Waste material cleaned from the culvert is to be removed and deposited in a safe location clear from the road and ditches.

The Engineer will indicate the culverts to be cleaned.

Measurement and Payment

The quantity of excavated material shall be measured in cubic metres and paid at the unit rates entered in the BoQ pay item 3.3 (a), 3.3 (b) and 3.3 (c). The unit rates shall be full compensation for labour, equipment and transport for work prescribed.

3.4 Excavate for new mitre drains

For excavation of mitre drains where they are considered to be necessary.

The mitre drains shall be of trapezoidal shape with bottom width of 30cm, a minimum depth of 40 cm below edge of roadway and with side slopes of 1:1 for back slope and 1:2 for the inner slope.

Measurement and Payment

The quantity of excavated material shall be measured in cubic metres and paid at the unit rates entered in the BoQ pay item 3.4. The unit rates shall be full compensation for labour, equipment and transport for work prescribed.

3.5 Excavate trench for new culvert

Trenches for new culverts shall be excavated in any material to depths as specified by the engineer and to a total base width of not less than the external diameter of the culvert pipe plus 300 mm.

Measurement and Payment

The quantity of excavated material shall be measured in cubic metres and paid at the unit rates entered in the BoQ pay item 3.5. The unit rates shall be full compensation for labour, equipment and transport for work prescribed.

3.6 Concrete surrounding

Class 15 concrete shall be used for culvert bedding and surrounding. Aggregates and sand shall be clean and free from organic matters.

Measurement and Payment

Amount of concrete supplied shall be measured in cubic metres and paid at the unit rate entered in the BoQ pay item 3.6. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

3.7 Provide and lay concrete pipe culverts

Concrete pipe culverts shall be constructed in accordance with details shown on the drawings. The Engineer may in addition order the construction of concrete bedding, haunching, concrete surrounds, drop inlets and aprons.

Plain concrete pipes shall be manufactured with class 20 concrete.

Concrete pipes shall be smooth, straight, circular, free from cracks, honeycombing or other defects.

Plain pipes shall have the minimum shell thickness given in the table below:

Internal Diameter (mm) Minimum Shell Thickness (mm)

| | |
|-----|----|
| 300 | 40 |
| 600 | 50 |
| 750 | 55 |
| 900 | 75 |

The use of plain concrete pipes of nominal internal diameter greater than 900 mm is not permitted.

Reinforced concrete pipes shall conform to the requirements of AASHTO M170

All spaces excavated and not occupied by pipes or other permanent work shall be refilled with selected material.

All material used for backfill shall be of a quality acceptable to the Engineer, and shall be free from large lumps, wood or other extraneous matter.

Backfilling shall be carried out as soon as possible after the pipe work or concrete work has been inspected and approved by the Engineer. Specially selected material without stones and conforming in stability to cover requirements specified or shown on the drawings, shall be placed alongside the pipe or concrete in layers not exceeding 150mm in loose thickness and the material shall be thoroughly and evenly compacted to give pipe work maximum support from the trench sides and shall be carried out in such a manner that a pipe work is not disturbed. Refilling of the trench shall be continued in 150mm loose layers.

Each layer (as well as all disturbed material adjacent to the pipe) shall be thoroughly compacted by means of hand tampers or mechanical rammers to the satisfaction of the Engineer. The top 150mm shall be of approved wearing course material.

Where necessary the backfill material shall be uniformly moistened before being compacted to ensure that compaction is to the Engineer's satisfaction

Measurement and Payment

Concrete pipes will be measured by the linear metre of pipe in position along the centre line and paid at the unit rates entered in the BoQ pay item 3.7 (a), 3.7 (b) and 3.7 (c). The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

3.8 Stone masonry

This work shall consist of the construction of stone masonry structures or portions of structures in conformity with the dimensions and design shown on the drawings.

Stone for masonry shall be sound and durable and shall be subject to the Engineer's approval. In general, stones shall be angular and the length of any stone shall not exceed three times its height. The breadth on the bed shall be not less than one quarter nor greater than quarters of the thickness of the masonry wall.

Newly laid masonry shall be protected against the harmful effects of weather. Weep holes shall be provided in walls with exposed face as shown on the drawings or directed by the Engineer.

Measurement and Payment

The work shall be measured in cubic metres and paid at the unit rate entered in the BoQ pay item 3.8. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

3.9 Excavate for new catch water drains

Catch water drains 'intercept' or 'catch' surface water flowing from uphill or adjacent to road and lead it away. Catchwater drains are to be constructed to the typical cross section as shown on the drawings and approximately along the contour at such grades so as to discharge water without causing erosion or siltation into mitre drains or culvert inlets or outfall drains. The Engineer will direct where the drains will be excavated.

Measurement and Payment

The quantity of excavated material shall be measured in cubic metres and paid at the unit rates entered in the BoQ pay item 3.9. The unit rates shall be full compensation for labour, equipment and transport for work prescribed.

3.10 Repair / construct scour checks of wooden stakes

Where scour checks exist and are faulty they will be repaired accordingly and re-instated to their original condition. Where new scour checks are necessary (at gradients more than 5%) they will be constructed using wooden stakes (as shown on the drawing) of not less than 50cm long and located at spacing to be directed by the Engineer.

Measurement and Payment

The measurement shall be the number of scour checks repaired/constructed and paid at the unit rate entered in the BoQ pay item 3.10. The unit rate shall be full compensation for labour, equipment, transport and material for work prescribed.

4. ROADSIDE MAINTENANCE

4.1 Side vegetation control

Grass growing on the road side will be cut by hand to a distance of 1.0m beyond the edge of the side drain on straight sections and to a distance of 1.5m on bends (to increase visibility). The grass will be cut to a height of not greater than 10cm.

Measurement and Payment

The area of grass cutting shall be measured in square metres and paid at the unit rate entered in the BoQ pay item 4.1. The unit rate shall be full compensation for labour, equipment and transport for work prescribed.

4.2 Tree and bush clearing

Trees of diameter less than 15cm and bushes growing on the road side will be cleared by hand, to a distance beyond the edge of the side drain as determined by the engineer. The trees will be uprooted and the bushes cut to a height of not greater than 10cm. Cut trees and bushes shall be removed from the side drains, placed away from the road and burnt. It should not be allowed to block any drains or drainage structures.

Measurement and Payment

The area cleared of trees and bushes shall be measured in square metres and paid at the unit rate entered in the BoQ pay item 4.2. The unit rate shall be full compensation for labour, equipment and transport for work prescribed.

SECTION VIII: DRAWINGS

SECTION IX: BILL OF QUANTITIES

The bid includes the following Bills of Quantities:

- **Bill of Quantities for Maintenance Services**
- **Bill of Quantities for Improvement Works**

Bill of Quantities for Maintenance Services

1. The Bill of Quantities for Maintenance Services shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.
2. This Bill of Quantities is the basis for payment of maintenance services that are to be provided on a lump sum per km basis for maintaining the roads covered under the contract, at the Service Levels defined in the Specifications. The rates given by the bidder shall, except insofar as is otherwise provided under the Contract, include all plant, equipment, labour, management and supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Specifications for each road. Failure to meet the Service Levels will result in payment reductions in accordance with **Clause 47** of the General Conditions and the Performance Specifications.
4. The unit rates and prices shall be quoted entirely in local currency but payment will be made in the proportions and currencies quoted in the Schedule of Adjustment Data.
5. A unit rate or price shall be entered by the bidder against each item in the Bill of Quantities. The cost of items against which the bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
6. General directions and descriptions of work and materials are not repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Performance Specifications.
8. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

Bill of Quantities and Unit Prices for Maintenance Services

[To be completed by the bidder]

| Price N° | Description of Service and Price | Unit Price |
|-----------|--|-------------------|
| | | In Local Currency |
| 1. | Unit Price per kilometre and month | |
| | <p>This price is the full remuneration to the Contractor to carry out the services and works required in order to reach and maintain the service levels described in the Specifications and elsewhere in the contract. It further includes the activities of the Contractor related to self-control, quality assurance and material testing.</p> <p>The Unit Price per kilometre and month is for maintaining the following roads whose total length is ...km:</p> <ul style="list-style-type: none"> ▪- ...km. ▪ :- ...km ▪-km. ▪ Etc..... <p style="text-align: right; margin-right: 100px;">Totalkm</p> | |

Bill of Quantities for Improvement Works

1. The Bills of Quantities for Improvement Works shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.
2. The Bill of Quantities for Improvement Works lists a set of interventions to be carried out by the contractor that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the Bid Data Sheet and the Specifications.
3. Payment for Improvement Works shall be made in relation to the work items satisfactorily completed in conformity with the Specifications, as measured by the Contractor and verified by the Project Manager, and valued at the unit rates and prices stated in the priced Bill of Quantities for Improvement Works.

General

4. The unit rates and prices bid in the priced Bill of Quantities shall, except insofar as is otherwise provided under the Contract, include all plant, equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Unit rates and prices shall also include the cost of engineering design services, and measures needed to prevent or mitigate environmental impacts and safety measures.
5. A quantity, unit rate or price shall only be entered against those work items considered necessary to attain the required Service Levels and sustain such Service Levels thereafter through execution of maintenance services that are provided for separately.
6. General directions and descriptions of work and materials are not repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section of the Specifications.
8. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

**BILL OF QUANTITIES FOR IMPROVEMENT
WORKS**

Contract No:

**DODOMA
MUNICIPAL
SELECTED ROADS**

| ITEM NO. | ACTIVITY | UNIT | QUANTIT Y | RATE | AMOUNT |
|----------|--|------|-----------|------|--------|
| 1 | PRELIMINARIES & GENERAL ITEMS (P&G) | LS | 1 | | |
| | ROAD No. 1 - NAME:..... | | | | |
| 2 | ROAD SURFACE MAINTENANCE | | | | |
| 2.1 | GRASS CUTTING | SQ.M | | | |
| 2.2 | FILLING OF POTHOLES AND GULLIES | CU.M | | | |
| 2.3 | LIGHT GRADING | KM | | | |
| 2.4 | HEAVY GRADING | KM | | | |
| 2.5 | SPOT REGRAVELLING | CU.M | | | |
| 3 | DRAINAGE MAINTENANCE | | | | |
| 3.1 | DESILT SIDE AND MITRE DRAINS | M | | | |
| 3.2 | CLEANING CULVERT INLET/OUTLET DITCHES | CU.M | | | |
| 3.3 | DESILT CULVERTS: | | | | |
| 3.3 (a) | - 600 MM DIA | CU.M | | | |
| 3.3 (b) | - 900 MM DIA | CU.M | | | |
| 3.3 (c) | - > 900 MM DIA | CU.M | | | |
| 3.4 | EXCAVATE FOR NEW MITRE DRAIN | CU.M | | | |
| 3.5 | - EXCAVATE TRENCH FOR NEW CULVERT | CU.M | | | |
| 3.6 | - CONCRETE SORROUNDING | CU.M | | | |
| 3.7 | - PROVIDE AND LAY CONC PIPES | | | | |
| 3.7 (a) | - 600mm Diameter | M | | | |

| | | | | | |
|---------|---|------|--|--|--|
| 3.7 (b) | - 900mm Diameter | | | | |
| 3.7 (c) | - 1200mm Diameter | M | | | |
| 3.8 | STONE MASONRY | | | | |
| 3.8 (a) | - CONSTRUCT MASONRY HEAD/WING WALLS | CU.M | | | |
| 3.8 (b) | - CONSTRUCT MASONRY RETAINING WALL | CU.M | | | |
| 3.9 | EXCAVATE FOR NEW CATCH WATER DRAINS | CU.M | | | |
| 3.10 | REPAIR/REPLACE SCOUR CHECK OF WOODEN STAKES | NO. | | | |
| 4 | ROADSIDE MAINTENANCE | | | | |
| 4.1 | SIDE VEGETATION CONTROL | SQ.M | | | |
| 4.2 | TREE AND BUSH CLEARING | SQ.M | | | |
| | <i>SUB-'TOTAL for ROAD No. 1</i> | | | | |
| | | | | | |
| | ROAD No. 2 - NAME:..... | | | | |
| 2 | ROAD SURFACE MAINTENANCE | | | | |
| 2.1 | GRASS CUTTING | SQ.M | | | |
| 2.2 | FILLING OF POTHOLES AND GULLIES | CU.M | | | |
| 2.3 | LIGHT GRADING | KM | | | |
| 2.4 | HEAVY GRADING | KM | | | |
| 2.5 | SPOT REGRAVELLING | CU.M | | | |
| 3 | DRAINAGE MAINTENANCE | | | | |
| 3.1 | DESILT SIDE AND MITRE DRAINS | M | | | |
| 3.2 | CLEANING CULVERT INLET/OUTLET DITCHES | CU.M | | | |
| 3.3 | DESILT CULVERTS: | | | | |
| 3.3 (a) | - 600 MM DIA | CU.M | | | |
| 3.3 (b) | - 900 MM DIA | CU.M | | | |
| 3.3 (c) | - > 900 MM DIA | CU.M | | | |
| 3.4 | EXCAVATE FOR NEW MITRE DRAIN | CU.M | | | |

| | | | | | |
|---------|--|------|--|--|--|
| 3.5 | - EXCAVATE TRENCH FOR NEW CULVERT | CU.M | | | |
| 3.6 | - CONCRETE SORROUNDING | CU.M | | | |
| 3.7 | - PROVIDE AND LAY CONC PIPES | | | | |
| 3.7 (a) | - 600mm Diameter | M | | | |
| 3.7 (b) | - 900mm Diameter | | | | |
| 3.7 (c) | - 1200mm Diameter | M | | | |
| 3.8 | STONE MASONRY | | | | |
| 3.8 (a) | - CONSTRUCT MASONRY HEAD/WING WALLS | CU.M | | | |
| 3.8 (b) | - CONSTRUCT MASONRY RETAINING WALL | CU.M | | | |
| 3.9 | EXCAVATE FOR NEW CATCH WATER DRAINS | CU.M | | | |
| 3.10 | REPAIR/REPLACE SCOUR CHECK OF WOODEN STAKES | NO. | | | |
| 4 | ROADSIDE MAINTENANCE | | | | |
| 4.1 | SIDE VEGETATION CONTROL | SQ.M | | | |
| 4.2 | TREE AND BUSH CLEARING | SQ.M | | | |
| | <i>SUB-'TOTAL for ROAD No. 2</i> | | | | |
| | | | | | |
| | GRANT TOTAL P&G AND ROADS Nos 1,2,3,4,..... | | | | |
| | | | | | |
| | | | | | |

SECTION X: FORMS - BID

1. Form of Bid

[date]

To: [name and address of Employer]

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

The Contract shall be paid in the following currencies:

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

The advance payment required is:-

| Amount | Currency |
|--------|----------|
| (a) | |
| (b) | |

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

or

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

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

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

This bid and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this bid complies with the bid validity and bid security required by the bidding documents and specified in the Bid Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

2. Form of Qualification Information

1 Individual Bidders or Individual Members of joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of bid: *[attach]*

Registration certificate *[attach]* current Business License *[attach]*

1.2 Total annual volume of construction work performed in two years, in Tanzanian shillings as specified in the Bid Data Sheet; *[insert]*

1.3 Work performed as prime Contractor on works of a similar nature and volume over the last two years or as specified in the Bid Data Sheet in Tanzanian Shillings. Also list details of work under way or committed, including expected completion dates.

| Project name and country | Name of client and contact person | Contractors Participation | Type of work performed and year of completion | Value of contract |
|--------------------------|-----------------------------------|---------------------------|---|-------------------|
| (a) | | | | |

| | | | | |
|-----|--|--|--|--|
| (b) | | | | |
|-----|--|--|--|--|

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

| Item of equipment | Description, make, and age (years) | Condition (new, good, Poor) and number available | Owned, leased (from whom?) or to be purchased (from whom?) |
|-------------------|------------------------------------|--|--|
| (a) | | | |
| (b) | | | |
| (c) | | | |
| (d) | | | |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-Clause 12.3 of the Instructions to Bidders and Sub-Clause 10.1 of the General Conditions of Contract.

| Position | Name | Years of Experience (general) | Years of experience in proposed position |
|----------|------|-------------------------------|--|
| (a) | | | |
| (b) | | | |

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

| Sections of the Works | Value of subcontract | Subcontractor (name and address) | Experience in similar work |
|------------------------------|-----------------------------|---|-----------------------------------|
| (a) | | | |
| (b) | | | |

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

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

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

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

| Other party(ies) | Cause of dispute | Amount involved |
|------------------|------------------|-----------------|
| (a) | | |
| (b) | | |

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

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:-

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive

instructions for and on behalf of any and all partners of the joint venture; and

- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. **Additional Requirements**

- 3.1 Bidders should provide any additional information required in the **Bid Data Sheet** or to fulfil the requirements of sub-Clauses 12.1 of the Instructions to Bidders, if applicable.

SECTION XI: FORMS - SECURITY

1. Bid-Securing Declaration

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

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

Alternative No.: *[insert **identification No if this is a Bid for an alternative**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

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

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

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

2. Performance Bank Guarantee [Unconditional]

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

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

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

Date: *[insert date]*

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

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

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

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

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]*, whichever occurs

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

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

Performance Bond

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

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

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

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

mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

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

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

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

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

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

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

Date *[insert date]*

4. Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

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

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

SECTION XII: INTEGRITY

UNDERTAKING BY BIDDER ON ANTI - BRIBERY POLICY/

CODE OF CONDUCT AND COMPLIANCE PROGRAMME

- (1) Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Bidder may cover the subcontractors and consortium partners in its own statement, provided the Bidder assumes full responsibility.

- (3) (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

(b) Each Bidder will make full disclosure in the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the bid and, if successful, the implementation of the contract.

(c) The successful Bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

(d) Within six months of the completion of the performance of the contract, the successful Bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

-
- (e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Bids which do not conform to these requirements shall not be considered.
- (5) If the successful Bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
- a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

MEMORANDUM (Format 1)

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

MEMORANDUM (Format 2)

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Annex E: Procedure for Registration of CBO

The applicants should forward an application to the District Council with the following attachments:

1. Two (2) copies of the Groups' Constitution
2. A summary of minutes of the meeting that approved the constitution
3. Personal details of the leaders:
 - Chairperson
 - Secretary
 - Treasurer

N.B. The Community Development Officers are usually available for consultations and provide explanations and assistance in the registration of CBO's at District level.

The constitution must contain the following information

1. INTRODUCTION/GLOSSARY
2. NAME OF GROUP
3. ADDRESS OF GROUP AND HEADQUARTERS
4. AREA OF OPERATIONS
5. AIM AND OBJECTIVES OF THE GROUP
6. MEMBERSHIP
 - Types of members
 - Eligibility of membership
 - Cessation of member
 - Obligations of a member

7. SOURCE OF FUNDING FOR THE GROUP
8. ORGANISATIONAL SET UP AND ADMINISTRATION
 - Chairman

 - Secretary

 - Treasurer

9. APPOINTMENT OF LEADERS AND THEIR DURATION

10. CONDUCT OF GROUP MEETINGS

Annex F: Sample Contract between DE and CBO

CONTRACT FOR ROAD MEINTENANCE WORKS

BETWEEN

.....District Council

AND

.....(*insert name of CBO*)

This Contract is made this.....day of.....20...., between theDistrict Council represented by (*Title and Address*)(hereinafter referred to as the Employer) acting through its representative of the one part and (*name of CBO*)

(hereinafter referred to as the (CBO/Contractor) of the other part.

Whereas the Employer is desirous of maintaining its road network in District and has requested the (CBO/contractor) to execute road maintenance works as defined hereinafter;

AND

Whereas the (CBO /contractor) represented to the employer that (*it/they has/have the*) required capacity and ability, and have agreed to execute the works on the terms and conditions set forth in this contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1.0 ARTICLE 1

OBLIGATIONS OF THE CBO/CONTRACTOR

The (CBO/contractor) shall carry out maintenance works as necessary beginning from the commencement of this contract for the duration of the contract period in the following areas:

Name of the Ward

Name of the Road..... Link Number.....

From km..... to km.....

- 1.1 The (CBO/contractor) shall in carrying out the maintenance work undertake the following services which are more particularly specified in Annex F (b) hereto:-

1. Inspect the road, identify and remove all obstructions (e.g. dead animals, minor anthills, earth slips, fallen trees, large stones, etc).
2. Clear side drains of all vegetation, slit and debris including disposal.
3. Repair / replace scour checks.
4. Repair eroded ditches.
5. Clear mitre drains of all vegetation, slit, debris and pounded water, and dispose of appropriately.
6. Unblock all silted culverts including inlets and outlets.
7. Clear all stream channels of debris and vegetation to ease the flow of water through bridges and culverts.
8. Clear catchwater drains of all slit, debris and vegetation and dispose of appropriately.
9. Fill potholes and minor gullies that have developed on the carriageway using approved material.
10. Do grubbing to reinstate road camber and shoulder crossfall where they exist.
11. Reinstate eroded shoulders and ditch slopes using appropriate material.
12. Cut/weed all vegetation off the carriageway and shoulders.
13. Cut grass to specified levels.
14. Clear bush/shrub move the resultant debris.

2.0 ARTICLE 2

OBLIGATIONS OF THE EMPLOYER

- 2.1** The District Engineer-will have the overall responsibility of the contract. He will be represented by an engineer/technician (Road Overseer) appointed for the day-to-day management of the contract.

Whenever the Road overseer is changed, the Contractor shall be notified in writing accordingly. The Contractor shall comply with the instructions and directions of the Road overseer.

- 2.2** The Contractor's work shall be inspected by the Road overseer at least once a month. Both the contractor and the road overseer shall jointly at the end of the month EITHER measure OR assess in percentage terms the work done by the Contractor for the month and enter the same on a reporting form to be provided for that purpose. Both the Contractor and Road overseer shall then tender their signatures there on and the Contractor shall submit the same to the employer as a claim for settlement.

The certification of this claim will be done by the Road Overseer on behalf of the District Engineer.

- 2.3** The Employer shall on request provide to the Contractor hand tools such as:- Shovels, Slashers, Hoes, Wheel Barrow, Machetes, Pangas and Rakes detailed in Annex F (a) hereto; otherwise the contractor should provide his/her own tools.

- 2.4** The tools shall be provided on the hire purchase arrangement to be paid for against certificates. The tools will become the property of the Contractor once the cost of the tools is fully recovered by the Council.

- 2.5 The hand tools whether on hire purchase or owned by the Contractor shall be inspected at each time of payment to ensure that work does not suffer due to lack of appropriate tools.
- 2.6 A supervisor will draw up a workplan every month against which the contractor will carry out the work.

3.0 ARTICLE 3

CONTRACT PRICE AND MODE OF PAYMENT

- 3.1 In consideration of the works to be performed by the Contractor, the Council shall pay to the Contractor the monthly contract lump sum of TShs if all the tasks are 100% well executed; or a percentage of lump sum if the tasks are not well executed.

The Council shall review the said rates anytime the basic market labour rates change in excess of 10%.

- 3.2 The Contractor shall be paid within 10 days from the date of certificate.
- 3.3 The Contractor shall maintain an account with the nearest Commercial Bank and the account number shall be made known to the District Engineer responsible for remitting payment.
- 3.4 Payment shall be certified by the District Engineer. The cheques drawn with respect to such payment shall be signed by theand countersigned by the

4.0 ARTICLE 4

COMMENCEMENT, DURATION AND TERMINATION

- 4.1 This contract shall commence on the date of signature or on and shall be for a duration of (*number of months*).and may be renewable thereafter by the agreement of either parties.
- 4.2 This contract shall be terminated at the end of the contract period specified in 4.1 or by either party after giving one month's notice to the other party.
- 4.3 Upon termination and in the case where the cost of basic tools is not yet fully recovered from the contractor the following will apply: either the contractor will pay up the balance and retain the tools or the tools will be surrendered to the Council. In case of loss or theft of such tools, the contractor shall reimburse the Council.
- 4.4 If the contractor shall be guilty of any serious misconduct including persistently working behind schedule, indulging in any act of dishonesty or any serious breach or non-observance of any conditions of this agreement or shall fail or refuse to carry out the duties assigned to him hereunder, the Employer shall be entitled summarily to terminate his engagement hereunder without notice and without any payment in lieu of notice.

5.0 ARTICLE 5

MODIFICATION

Modification of the terms and conditions of this contract, including any modification of the scope of the services shall be by written agreement between the parties.

6.0 ARTICLE 6

SETTLEMENT OF DISPUTES

6.1 The parties shall use their best efforts to settle amicably all disputes arising out or in connection with this contract.

6.2 All disputes or differences whatsoever that shall at any time hereafter, whether during the continuance of this contract or upon or after its discharge or termination, arise between the parties hereto touching or concerning this contract or its construction or effect of the right duties or liabilities of the parties hereto or any of them under or by virtue of this contract shall be referred to a single arbitrator to be nominated by the District Executive Director in whose District the Contractor is operating in accordance with and subject to the provision of the Arbitration procedures applicable in the United Republic of Tanzania or any Statutory modification or re-enactment thereof for the time being in force.

7.0 ARTICLE 7

It is hereby understood that Annexures to this Contract shall be read together with this contract and shall form an integral part of it.

In witness where of the duly authorized representatives of the parties hereto have signed this contract the day and the year first above written at,

(Sign) (Sign)

For and on behalf of the Employer For and behalf of the CBO/ CONTRACTOR

Name: Name

Position Position

Witness: Witness:

(Signature) (Signature)

Name Name:

Position Position:

ANNEX F(a)

TOOLS TO BE SUPPLIED TO THE CONTRACTOR

Name of CBO/Contractor.....

| ITEM NO | DESCRIPTION | QTY | UNIT RATE TShs | Total Cost TShs | REMARKS |
|----------------|--------------------|------------|-----------------------|------------------------|----------------|
| 1 | Hoe | | | | |
| 2 | Shovel | | | | |
| 3 | Panga | | | | |
| 4 | Slasher | | | | |
| 5 | Rake | | | | |
| 6 | Wheel barrow | | | | |
| 7 | Axe | | | | |
| 8 | Pick axe | | | | |
| 8 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| | | | | | |
| | | | | | |
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* The employer reserves the right to determine the magnitude of the workload over the contract period.

ANNEX F (b)

SPECIFICATIONS

Inspection and Removal of obstructions

Inspect the road, identify and remove all obstructions so that the road remains clean at all times. If the obstruction is a dead animal, it should be buried off the road reserve and to a depth of at least 1m.

Clean Side Drains

Clear the side drains of all vegetation, silts and debris to keep them clean and draining at all times. The material removed should be disposed at least 10m from the centreline of the road or as directed by the Road Overseer.

Reinstate/Repair of Scour Checks

Reinstate/repair scour checks made of stones or wooden pegs firmly fixed in the ditch to the following spacing:

| | | | |
|------|--------------|---|---------------|
| Less | 4% gradient | - | Not required |
| | 5% gradient | - | 20 m interval |
| | 8% gradient | - | 10 m interval |
| | 10% gradient | - | 5 m interval |

Repair eroded ditches

Repair eroded ditches including side drains with suitable material and compact.

Clear Mitre Drains

Clear mitre drains so that they are clean and draining all the time. The material removed should be disposed of at least 5m from the drain and not less than 10m from the road centreline.

Clean culverts

Unblock all silted culverts including inlets, outlets, and outflow channels to a minimum length of 20m.

Clear Stream Channels

Clean Stream channels of debris and vegetation to ease the flow of water through bridges and culverts at all times 10m upstream and down stream.

Clear Catchwater Drains

Clean catchwater drains of all silts, debris and vegetation and dispose of at least 5m from the drain and on the further side of the carriageway or as directed by the Road Overseer.

Fill Potholes and Minor Gullies

Fill potholes and minor gullies that develop on carriageway with approved material.

Grub to reinstate road Camber

Reinstate eroded shoulder slopes and ditch slopes using approved material and compact to original levels.

Grass Cutting

Keep all grass cut to a height not more than 300mm and to a width of 1.5m from the side ditch and cut grass on shoulders and dispose of all debris not less than 5m from the side drain.

Annex G: District Road Network Maps

Mpwapwa Road network



Mpwapwa: Name and Length of road with respective road number as shown in the map above

| Road No. (Map) | Road Name | Road Length (km) |
|----------------|--------------------------|------------------|
| 17 | MAKOSE JUNCTION-IPERA Rd | 36.2 |
| 18 | IPERA-MALOLO Rd | 16.1 |
| 24 | CHOGOLA JUN-WINZA Rd | 18 |
| 19 | MALOLO-IDODOMA Rd | 24.7 |
| | SUB-TOTAL | 95 |
| 11 | PWAGA-CHAMTUMILE Rd | 22.4 |
| 12 | KIBAKWE-WOTTA Rd | 24 |
| 15 | IKUYU-KIDENGE Rd | 12.3 |
| 26 | IHENGE-PWAGA Rd | 19.7 |
| | SUB-TOTAL | 78.4 |
| 6 | MWANAKIANGA-IYOMA Rd | 11.5 |
| 7 | IYOMA-KISOKWE Rd | 3.7 |
| 8 | MBORI-NANA Rd | 23.5 |
| 9 | MWENZELE-MBORI Rd | 6.5 |
| 10 | MAKUTUPA-INZOMVU Rd | 8.2 |
| 14 | MAZAE-ILOLO Rd | 3 |
| 30 | MAKUTA-BUMIRA | 12 |
| 28 | MPWAPWA TOWN ROADS | 18 |
| | SUB-TOTAL | 86.4 |
| 2 | GULWE-SELUKA Rd (part) | 44 |
| 4 | BEREGE-MSAGALI Rd | 13.2 |
| 21 | MIMA-MKANANA Rd | 26 |
| 25 | CHISEYU-BEREGE Rd | 6.5 |
| | SUB-TOTAL | 89.7 |
| 2 | GULWE-SELUKA Rd (part) | 20 |
| 3 | FUFU-IGOJI I Rd | 16.7 |
| 16 | NYABU-CHINYIKA Rd | 15.5 |
| 20 | IGOJI -1-MABEHO Rd | 31.5 |
| | SUB-TOTAL | 83.7 |
| 1 (13) | PWAGA-KITATI Rd | 10.4 |
| 5 | MPWAPWA-KIBORIANI Rd | 15.5 |
| 27 | LUMUMA-MBUGA Rd | 30 |
| 29 | CHAN'GOMBE-LUFU Rd | 25.5 |
| | SUB-TOTAL | 81.4 |
| | GRAND TOTAL | 514.6 |

Bahi Road network

