

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA



NATIONAL ARTS COUNCIL.

(BASATA)

1. RE-REQUEST FOR QUOTATION (RFQ) NO. PA/01/2017/HQ/OAT/01/I

FOR

**PROCUREMENT OF CONSULTANT FOR PROVISION OF CONSULTANCY
SERVICES TO CONDUCT ENVIRONMENTAL AND SOCIAL IMPACT
ASSESSMENT**

Submission date: 24th February, 2017.

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ABBREVIATIONS AND ACRONYMS

GCC	General Conditions of Contract
ICT	International Competitive Tendering
IFQ	Invitation for Quotation
NCT	National Competitive Tendering
PE	Procuring Entity
PPA 2011	Public Procurement Act No. 7 of 2011
SCC	Special Conditions of Contract
SP	Service Provider
SoR	Statement of Requirement
SIFQ	Standard Invitation for Quotation
TIN	Tax Identification Number
VAT	Value Added Tax

SECTION I: INVITATION FOR QUOTATIONS

1. REQUEST FOR QUOTATION NO. PA/01/2017/HQ/OAT/01/I

FOR CONDUCTING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR CONDUCTING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT AT BASATA OPEN AIR THEATRE PROJECT

Date: 15th February, 2017

1. National Arts Council (BASATA) has set funds to pay for eligible consultant to *“Conduct Environmental and Social Impact Assessment”* to an **Open Air Theatre Project** which have been in construction for the past six years when the programme started. The scope of the assignment is as indicated in Section II of this RFQ.
2. This Request For Quotation has been addressed to the following firms/individual Consultants:-
 - i. Dr. Magnus Ngoille
 - ii. Env. Consult (T) Ltd
 - iii. Damian Joachim Muhe
 - iv. Dr. Brighton Gwamagobe
 - v. Dr. Riziki Shemdoo (Ardhi University)
 - vi. SWE Consultants
3. Being one of the identified consultant by the Council, you are required to submit your proposal (Combined technical and financial) along with company profile, clearly showing the current assignments carried out by the firm/consultant, proof of legal capacity to carry out the assignment and CVs of firm employees
4. The pre proposal meeting shall be optional, where deemed necessary you may visit our offices located at **Basata Arts Centre, Ilala Sharif Shamba** from 0830hrs to 1600hrs.

5. All quotations in one original plus two copies, properly filled in, and enclosed in plain envelopes marked "*Environmental and Social Impact Assessment*", must be delivered to the address;-

**Secretary,
BASATA Tender Board,
Ilala Sharif Shamba
Box 4779
Dar es Salaam.**

6. Deadline for submission will be on 24th February, 2017 at 1100hrs local time. Quotations will be opened promptly thereafter in public and in the presence of tenderers representatives who choose to attend in the opening at the National Arts Council (BASATA) conference room.
7. Late, partial and electronic quotations, and quotations not opened at the quotation opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

**Executive Secretary,
National Arts Council,
Ilala Sharif Shamba
Box 4779
Dar es Salaam.**

SECTION II: STATEMENT OF REQUIREMENTS (TOR/SCOPE OF WORK)

TERMS OF REFERENCE FOR CONSULTANCY SERVICES TO ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT ASSIGNMENT

Background

The Open Air Theatre (OAT) is the Project that was designed to accommodate Artists and their related activities in their daily to daily activities at BASATA. In fact the same have been under construction for the past six years.

In due respect the Environmental and Social Impact Assessment was not done at the inception of the Project but due to Environmental Experts opinion in the Governments and other Development partners it was a mandatory for BASATA to dance in accordance to the tune.

The Project proved to be of both economic and technical ground for the Artists to learn and share different skills under the Council guidance and support.

The Project is as Open as its name expresses and in due course it was advised by the Contractors that the same should be changed from the current structure to closed one.

To ensure resources are optimum used the Council have decided to explore much in this assignment to establish some standards needed for the Project to be viable and operate in the manner that will not disturb any part in the process since the Project is within the Community and efforts be taken into consideration to safeguard the society in its totality.

Indicated futures Cash flow due to Project use is estimated to break even as earlier as it was not expected so from that angle the assignment triggers BASATA management to make use of the Open Air Theatre earlier than normal.

PURPOSE OF REQUIRED CONSULTING SERVICES

The objective of the required consulting services is to carry out an Environmental and Social Impact Assessment for the BASATA Open Air Theatre located at BASATA Arts Centre at Ilala Shariff Shamba to ensure that the Project does not affect the surrounding neighbours including Communities, Hospital, Churches and Mosques.

Results of this Exercise will enable the Council and the Community at large to take their roles and determine their stake as Institutional Investor.

SCOPE OF SERVICES

The scope of the Consultancy Services will be to produce Competent Person Report (CPR) to the local public (affected people) views on environmental and social effects imposed during the proposed (re)construction and its operation.

The Consultant have sufficient experience that is relevant to the style in environmental and Social Impact Audit and type of assignment under consideration, and to the activity that they have undertaken to qualify as a Competent Person as defined in with NEMC.

National Arts Council (BASATA) anticipates the consultant (reviewer) to undertake and comment on the following issues:-

- Sampling techniques
- Logging
- Sub-sampling techniques and sample preparation
- Quality of assay data and laboratory tests
- Verification of sampling and assaying
- Location of data points
- Data spacing and distribution
- Orientation of data in relation to geological structure
- Sample security
- Audits or reviews
- Geology
- Data aggregation methods
- Relationship between mineralisation widths and intercept lengths
- Diagrams
- Balanced reporting
- Other substantive exploration data
- Database integrity
- Site visits
- Geological interpretation
- Dimensions
- Estimation and modelling techniques
- Moisture
- Cut-off parameters
- Metallurgical factors or assumption
- Environmental factors or assumptions
- Audits or reviews and any other of commercial related value in according to NEMC.

DURATION OF ASSIGNMENT

It is estimated the required services will be completed within a period of 14 working days. The Consultant is required to propose a position to be taken by the Council on this project that is called for in the ToR.

TIME SCHEDULE AND DELIVERABLES

During the execution of the review, the Consultant shall review and give comments as per NEMC standard. The final report must contain all appropriate documents, maps, schedules and diagrams if applicable. The report will also be recorded on an electronic medium (CD-ROM) or flash disk in addition to hard copies.

PAYMENT SCHEDULE

Payment milestones will be shown in the table below.

MILESTONES	PAYMENT
Signing of contract	30%
Final submission of Report and acceptance	70%

ORGANIZATION OF WORK

The execution of this assignment work will be done in close coordination with BASATA Planning desk. The consultant is to specify how to organize the work to ensure the minimum elapsed time and maximum efficiency is achieved.

CONSULTANT QUALIFICATIONS AND EXPERIENCE

The consultant /Consulting firm should have been registered with the **NATIONAL ENVIRONMENT MANAGEMENT COUNCIL (NEMC)** and be in the List as it was Published Pursuant to the Provisions of Regulation 31 of Environmental (Registration of Environmental Experts) Regulations ,2005 (GN No.348/2005).

Firm/Individual should be of experience of at least 10 years of Consultancy Services in Environmental and Social Impact Assessment/Audit. The consultant/consulting team shall have proof record of reporting of the Environment and Social Impact Assessment through integrity and the best practice principles in the industry.

The minimum requirement is graduate qualification in different disciplines, with environmental specialization, **MUST** be a professional member (Active) of National Environmental Management Council (NEMC).

RESPONSIBILITIES OF THE PARTIES

Responsibility of the Client

The client shall provide all available documentation and information related to the assignment that may be needed by the Consultant in pursuing the tasks under this ToR.

Responsibility of the Consultant

- i. The consultants shall carry out the review as detailed in the TOR in the best interest of BASATA for the successful realization of the project with all reasonable care, skill sound in environmental and their related studies, administrative and professional practices.
- ii. The consultant is expected to provide information that indicates experience, capacity and capability to undertake the assignment outlined herein within the specified timelines. As part of this, the consultant is expected to provide an indication of experience on similar or related project implementation in Tanzania, as well as implementation of projects that are currently underway, planned or complete. This will be considered in the assessment of the consultant's related experience profile.

- iii. In order to demonstrate engagement with the subject, the consultant is expected to comment on the ToR.
- iv. The consultant will be responsible for ensuring that conclusion drawn from the review is at the best interest of the client.
- v. The consultant will bear the cost of producing project reports, and the work related to this assignment will be performed primarily from the consultant's office.

GENERAL

All consultancy services shall adhere to Tanzania Laws; align their review report in line with National Environmental Management Council (NEMC) code for reporting of Environmental Audit results, mineral resources, or any other such bodies and Public Procurement Regulatory Authority (PPRA) regulations and procedures as a base of legal framework. Also, Consultant will liaise with other relevant authorities for smooth implementation of this assignment.

SECTION III: INSTRUCTIONS TO TENDERERS

1. The site will be at the *[as shown in Section III]* and Services should be completed within *[45 days]* after the acceptance of this quotation, for Provision of *[procurement of consultant to conduct Environmental and Social Impact Assessment of an Open Air Theatre (OAT) since its inception]* services.
2. Tenderer (SP) shall attach the following documents to its quotation:
 - 2.1 **A duly completed and signed priced quotation as per the Statement of Requirements and Schedule of Prices;**
 - 2.2 **Business License;**
 - 2.3 **A valid VAT and TIN certificate;**
 - 2.4 **A list of recent performed contracts of similar nature including the names and addresses of the Employers for verification;**
 - 2.5 **Tender Securing Declaration;**
 - 2.6 **Power of Attorney;**
 - 2.7 **Form of Integrity in Section IX dully filled and signed; and**
 - 2.8 **Registration Certificates from National Environment Council (NEMC).**
3. Tender price:
 - 4.1 The contract shall be for scope of services as described in **Section II.**
 - 4.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
 - 4.3 All duties, taxes and other levies payable by the **Tenderer** under the contract shall be included in the total price.
 - 4.4 The rates quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - 4.5 The prices should be quoted in Tanzania Shillings.
4. The Tenderer shall complete the Quotation Submission Form which is attached as **Section VIII.** The Quotation Submission Form must be completed without any alterations to its format and no substitute shall be accepted.
5. The payment will be made in TZS
6. Quotation shall remain valid for a period of not less than forty five (45) days after the deadline for submission.
7. Alternative quotations are N/A

8. If Alternative quotations are applicable Tenderer wishing to offer technical alternatives to the requirements of the quotation documents must also submit a quotation that complies with the requirements of the quotation documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic quotation, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
9. The quotation shall be completed and signed by an authorized representative of the Tenderer. For this case a, Power of Attorney must be submitted together with this quotation.
10. The PE will evaluate and compare the quotations in the following manner:
 - 11.1 Preliminary Examination: to determine substantially responsive quotations i.e. which are properly signed and conform to the terms and conditions and specifications.
 - 11.2 Quotations determined to be substantially responsive will be checked for any arithmetic errors. In case of any arithmetical discrepancy between the unit rate and amount quoted, then the unit rate shall prevail both for the evaluation of quotation and for subsequent contract agreement.
 - 11.3 Comparison of quotations: in evaluating the quotations, the evaluation committee will determine for each quotation the evaluated quotation price by adjusting the quotation prices as follows:
 - 11.3.1 making any correction for errors;
 - 11.3.2 making appropriate adjustment for any other acceptable variations, deviations or omission; and
 - 11.3.3 making appropriate adjustments to reflect discounts for the award or other price modifications offered.
11. The PE will award the contract to the Tenderer whose quotation has been determined to be substantially responsive and who has quoted the lowest evaluated quotation price.
12. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of services originally specified in the scope of services for each lot without any change in unit price or other terms of conditions and this shall be reflected in the form of contract.

13. Notwithstanding the above, the **PE** reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.
14. The Tenderer whose bid is accepted will be notified for the award of contract by the **PE** prior to expiration of the quotation validity period.
15. Tenderers have the right to seek for review of procurement decisions pursuant to PART II (j) of Public Procurement Regulations - Government Notice No. 446 of 2013.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

Clause 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in **Clause 6** of these Conditions of Contract.

Clause 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

The Client means the Government Entity procuring the services as named in the Contract.

Service Provider means the person or persons or firm whose quotation has been accepted by the Client.

Service means the Service to be provided in accordance with the contract.

Clause 3: Instructions

Instructions given by the Client shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the **SP** shall comply with such instruction. Within a period of **7 days**, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

Clause 4: Language

All notices, instructions, correspondence or any other written documentation concerning the contract shall be specified in the Special Conditions of Contract (SCC).

Clause 5: Applicable Law

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

Clause 6: Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

- i) Form of Agreement;
- ii) Letter of Acceptance;
- iii) Quotation Submission Form;
- iv) Special Conditions of Contract;
- v) General Conditions of Contract;
- vi) Drawings if any;
- vii) Statement of Requirements and
- viii) Any other document forming part of the contract (such Minutes of clarifications, anti-bribery memorandum).

Clause 7: Execution of the Contract.

The **SP** shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The **SP** shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

Clause 8: Sub-contracting

The **SP** shall not sub-contract the whole or part of the work under this contract without prior written approval of the Client. Such approval shall not relieve the **SP** from any liability or obligation under the contract and the **SP** shall be responsible for default or negligence of any of the sub-contractor(s).

Clause 9: Supervision of Services by Service Provider

The **SP** shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the **SP** to correct the situation.

Clause 10: Inspection

The Client or his authorized representative has the right to inspect the services and the **SP** shall provide reasonable assistance for the same as and when required by the Client.

Clause 11: Rejected Services

Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the **SP** shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.

Clause 12: Insurances

The **SP** shall provide, in the joint names of the Client and the **SP**, insurance cover for loss, or damage, theft and other related situation to Client's office, equipment, plant, and materials that may be caused by negligence of the staff of the **SP**. The **SP** shall also provide insurance cover for compensation of personal injury or death of the employee of the **SP** while they are at work.

Clause 13: Liabilities of the Service Provider

The **SP** shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.

Clauses 14: Force Majeure

14.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **SP** shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the **SP** and not involving the **SP's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars

or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 14.3 If a Force Majeure situation arises, the **SP** shall promptly notify the Client in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Client in writing or in electronic forms that provide record of the content of communication, the Client shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14.4 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be born by both the Client and the **SP**.

Clause 15: Quality of Service and Workmanship

All services and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Clients instructions and subjected to such tests as the Client may require.

Clause 16: Access to Materials

The **SP** shall identify all sources of materials required for works prior to the commencement of the services. The Client shall where required facilitate access to such sources. The **SP** shall not use materials designed under this contract without prior written authorization of the Client.

Clause 17: Exit of Site

Upon completion of the services the **SP** shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.

Clause 18: Health and Safety and Protection of the Environment.

The **SP** shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The **SP** shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

Clause 19: Commencement and Completion of Service.

The **SP** shall commence and complete the services within the time specified in the **SCC** or within an extended contract period if such extended time is allowed by the Client.

Clause 20: Variation

The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the **SP** accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the **SP**.

Clause 21: Payments

21.1 Advance Payment

An advance payment of the percentage specified in the **SCC** of contract value may be provided upon submission of acceptable collateral as specified in the **SCC**. This advance payment will be deducted in equal installments against each bill submitted by the **SP**, and shall be wholly recovered.

21.2 Interim Payments

Payments will be made to the **SP** monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. With each Invoice, retention money of amount stated in the **SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released within the period specified in the **SCC**.

The amount due to the **SP** under any Invoice shall be paid by the Client to the Services Provider within the time specified in the **SCC** after submission of Invoice by the **SP**.

21.3 Final Payment

The Final Invoice shall be effected within 28 working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.

21.4 Delayed Payments

If the Client fails to make payment within the time stated the Client shall pay to the SP interest at the rate stated in the SCC.

21.5 Deductions to Payments

The Client shall be entitled to deduct any sums, advances or debts recoverable from the SP to the Client from any sums payable by the Client to the SP under this contract provided that this provision shall not affect any other remedy by action at law or otherwise by which the Client may be entitled to the recovery of any such moneys.

21.6 Payment to Workmen

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold payments from the SP. The Client shall make use of such withheld payments to pay the SP's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the SP under this contract.

Clause 22: Liquidated Damages

If the SP fails to perform the services within the time stated in the contract or within any extended time allowed for by the Client the SP shall pay to the Client as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

Clause 23: Settlement of Disputes

23.1 If disputes arise they shall be settled by mutual discussions. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party shall refer the dispute in writing or in electronic forms that provide record of the content of communication to the adjudicator with a copy to the other party.

23.2 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of

communication within twenty eight (28) days of receipt of a notification of a dispute.

- 23.3 The Adjudicator shall be paid by the hour at the rate specified in the **SCC**, together with reimbursable expenses of the types specified in the **SCC**, and the cost shall be divided equally between the Client and the **SP**, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision will be final and binding.
- 23.4 Should the Adjudicator resign or die, or should the Client and the **SP** agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Client and the **SP**. In case of disagreement between the Client and the **SP**, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the **SCC** at the request of either party, within fourteen (14) days of receipt of such request.
- 23.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with this Clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after rendering the services under the Contract.
- 23.6 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.
- 23.7 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Client shall pay the **SP** any monies due the **SP**.

Clause 24: Termination of Contract

- 24.1 If the **SP** fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the

Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new **SP** to provide the Service.

24.2 If the Client fails to pay the **SP** within 60 days of the date of the submission of claim by the **SP**, the **SP** may terminate the contract

Clause 25: Payment if Contract Terminated

If the contract is terminated, the **SP** shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the **SP**, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this clause the Client shall be entitled to be credited with any outstanding balances due from the **SP** for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the **SP** in respect of the provision of the services.

Clause 30: Assignment

The **SP** shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Client.

Clause 31: Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Clause 32: Change of Laws and Regulations

If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: [<i>English</i>]
2	19.0	Contract start date: [<i>to be mentioned in award letter</i>] after date of signing the contract
3	19.0	Time for completion is [<i>10 days after signing the contract</i>] from the contract start date.
4	21.1	Advance payment (if applicable) is [<i>N/A</i>] of contract price. Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
5	21.2	Percentage of retention money: [<i>N/A</i>] of value of claim for that month. Such retention money will be released within [<i>insert period</i>] after the completion of the contract. The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within [<i>insert period</i>] after submission of Invoice by the SP .
6	21.4	If the Client fails to make payment within 30 days the Client shall pay to the SP interest at the rate [<i>to be negotiated</i>]
7	23.2	The Adjudicator shall be [<i>to be negotiated</i>]
8	23.3	Rate of the Adjudicator fees shall be [<i>to be negotiated</i>] Types of reimbursable expenses shall be [<i>N/A</i>]
9	23.4	Appointing Authority for the Adjudicator [<i>to be negotiated</i>]
10	23.6	Arbitration institution shall be [<i>to be negotiated</i>] Place for carrying out Arbitration [<i>to be negotiated</i>]

SECTION VI: TECHNICAL SPECIFICATIONS

(Insert specifications if not the same as in the Description of services)

SECTION VII: DRAWINGS (N/A)

(Insert DRAWINGS if any)

SECTION VIII: FORMS

[insert letter head paper of the Tenderer full postal address, and telephone, facsimile and telex numbers and cable address]

QUOTATION SUBMISSION FORM

To: *[insert full address of Procuring Entity]**[date]*

We offer to provide the *[insert description of service and Quotation No.]* in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of *[insert amount in words, figures and currency]*.

We also offer to complete the said services within a period of *[insert period]* that includes mobilization period.

This quotation 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 quotation you receive.

We hereby confirm that this quotation complies with the conditions required by the Invitation for Quotations.

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

1. Tender Securing Declaration

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

Tender No.: *[insert number of tendering process]*

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

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

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagreement to arithmetical correction made to the tender price; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

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

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)*[Insert Name of Procuring Entity]*

[Insert logo]

LETTER OF ACCEPTANCE

..... [date]

To: [name and address of the Service Provider]

This is to notify you that your quotation dated [insert date] for provision of the [insert description of service and quotation number, as given in the quotation documents] for the Contract Price of [insert amount in words, figures and currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are required to sign the Contract Agreement and commence the service within [insert period] from the date of signing the contract.

Authorized Signature:

Name and Title of Signatory:

Name of Client:

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made this [*insert date*] day of [*insert month*] [*insert year*] between [*name and address of Client*] (hereinafter called "the Client") of the one part and [*name and address of Service Provider*] (hereinafter called "the Service Provider") of the other part:

WHEREAS the Client invited quotations for provision of services, *viz.*, [*insert brief description of services to be provided*] and has accepted a quotation by the Service Provider for the services in the sum of [*insert contract price in words, figures and currency*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, *viz.* -
 - i) This Form of Contract Agreement;
 - ii) Letter of Acceptance;
 - iii) Quotation Submission Form;
 - iv) Special Conditions of Contract;
 - v) General Conditions of Contract;
 - vi) Technical Specifications if any;
 - vii) Drawings if any;
 - viii) Statement of Requirements and Schedule of Prices;
 - ix) Any other document forming part of the contract (Minutes of clarifications, anti-bribery memorandum).
3. All the aforesaid documents are hereinafter referred to as 'the Contract' and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Client to execute and complete the Services in conformity, in all respects, with the provisions of the Contract.

The Client hereby covenants to pay the Service Provider in consideration of the execution and completion of the Services, the sum of [*insert amount in words, figures and currency*], hereinafter referred to as the "Contract Price", 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 their respective laws the day and year first above written.

**SIGNED FOR AND ON BEHALF
OF THE CLIENT:**

.....
Signature
(Name).....
(Occupation).....

In the presence of

.....
Signature
(Name)
(Occupation).....

**ON BEHALF OF THE SERVICE
PROVIDER:**

.....
Signature
(Name).....
(Occupation).....
(Address).....

In the presence of

.....
Signature
(Name).....
(Occupation).....
(Address).....

SECTION IX: INTEGRITY

**UNDERTAKING BY SERVICE PROVIDER ON ANTI - BRIBERY POLICY / CODE
OF CONDUCT AND COMPLIANCE PROGRAMME**

We, [*insert name of the service provider*], place importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. We are pleased to confirm that we 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 this quotation, or in the subsequent performance of the contract if it is successful.

We have 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 our management and employees as well as by all third parties working with us on the public sector projects or contract including agents, consultants, consortium partners, sub-contractors and service providers. Copies of our Anti- Bribery Policy/Code Conduct and Compliance Program are attached.

(Name of the Authorized Person)

Signature

Date

Company stamp/seal