

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF WORKS, TRANSPORT AND COMMUNICATION



CONSTRUCTION OF NEW SELANDER BRIDGE PROJECT

TENDER NO. AE/001/2016-17/HQ/W/78

Addendum No. 4 to the Bidding Documents

Date: 15th December 2017

Addendum No. 4 to the bidding documents is issued in accordance with Instructions to Bidders, Clause 8.1 to effect changes to the various sections of bidding documents

Item No. 1

Section VII, General Conditions of Contract (GCC), Sub-Clause 14.1 - The Contract Price:

The last paragraph stipulating thus "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation" will not apply.

Item No. 2

Section VIII: Special Conditions of Contract; Specific Provisions; Page 231:

Delete entirely the Specific Provision below

The Contract Price	14.1	Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the
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		importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.
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Item No. 3

Section VIII: Special Conditions of Contract: Page 227; Sub-Clause 14.2 (b):

Replace

Repayment amortization rate of advance payment	14.2(b)	25% of the amount of the monthly Interim Payment Certificates with repayment starting after certification of 30% of the Accepted Contract Amount.
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With

Repayment amortization of advance payment	14.2(b)	35% of the amount of the monthly Interim Payment Certificates, with full recovery of the total amount of advance payment at 85% of the certified value of works.
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Item No. 4

Add the Street Lighting and Traffic Signals drawings attached as **Appendix 1**

Item No. 5

Volume II: Technical Specifications (Standard and Special)

Delete the entire pages 119 to 195 and replace with pages numbered 119 to 195 as attached in **Appendix 2**.

Item No. 6

Volume 1(B) BoQ pages 23 to 32

Replace the BoQ pages numbered 23 to 32 with those attached as **Appendix 3**.